

AGREEMENT

Between

TOWN OF HANOVER

And

HANOVER POLICE UNION

HANOVER POLICE DEPARTMENT

July 1, 2014 to June 30, 2017

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AGREEMENT

This AGREEMENT is made and entered into by and between the TOWN OF HANOVER, MASSACHUSETTS (hereinafter referred to as the "Town") and the HANOVER POLICE UNION (hereinafter referred to as the "Police Association").

WITNESSETH WHEREAS the well-being of the employees covered by this AGREEMENT, and the efficient and economic operation of the Police Department requires that an orderly and constructive relationship be maintained between the parties; and

WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration; and

WHEREAS the parties to this AGREEMENT consider themselves mutually responsible to establish stable and meaningful relations based on this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

ARTICLE I **RECOGNITION AND BARGAINING UNIT**

The Town recognizes the Police Association as the sole and exclusive bargaining agent, (for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment) for all members of the Town's Police Department up through the rank of Sergeant, but to exclude the rank of Chief of Police and Lieutenant and Unit B Mall Special Police Officers.

Classifications are to be Sergeant, Permanent Police Officer, Permanent Part-Time Police Officer, Permanent Intermittent Patrol Officer, and Temporary Intermittent Police Officer. Temporary Intermittent Police Officers are recognized as regards wages only.

ARTICLE II **MANAGEMENT RIGHTS**

The Police Association recognizes that the Town of Hanover, through its Police Department, has the paramount duty to preserve the peace, protect life and property, prevent crime, apprehend criminals, and enforce the law within the Town of Hanover.

The Association also recognizes that the control and administration of the Police Department is vested by law in the Board of Selectmen and the Chief of Police. This responsibility imposed on the Town by law, and enforced under the control and management of the Board of Selectmen and the Chief of Police, prohibits the Town from delegating to others, or otherwise dividing its obligations, authority and duties to make management decisions.

The Police Association, therefore, recognizes that the management of the Town and the direction of the Police Department, including the right to hire, discipline, suspend, discharge for proper cause, promote, demote, or transfer, to make work assignments, to determine time and length of work shifts, to determine nature, scope and manner of performance of job duties, the right to relieve employees from duty because of lack of work, or for other proper legitimate reasons, and the right to issue and enforce rules and regulations is vested and reserved to the Town, and to the Chief of Police, subject, however, to the specific provisions of this AGREEMENT, and to the laws of the Commonwealth of Massachusetts.

ARTICLE III **WAGES**

The annual compensation for persons covered by this AGREEMENT, effective July 1, 2014 through June 30, 2017, shall be as follows:

July 1, 2014				
Rank	Start (Step 1)	1 Year (Step 2)	2 Years (Step 3)	25 Years (Step 4)
Police Officer	48,256	50,269	56,207	57,893
Sergeant	64,499			66,434
July 1, 2015				
Rank	Start (Step 1)	1 Year (Step 2)	2 Years (Step 3)	25 Years (Step 4)
Police Officer	48,980	51,023	57,050	58,762
Sergeant	65,466			67,430
July 1, 2016				
Rank	Start (Step 1)	1 Year (Step 2)	2 Years (Step 3)	25 Years (Step 4)
Police Officer	49,715	51,788	57,906	59,643
Sergeant	66,448			68,442

An annual bonus relating to years of service shall be paid according to the following schedule:

5 - 9 years	\$200.00	\$250.00	\$300.00
10 - 14 years	\$300.00	\$350.00	\$400.00
15 - 19 years	\$650.00	\$700.00	\$750.00
20 - 24 years	\$800.00	\$850.00	\$900.00
25 + years	\$1,100.00	\$1,200.00	\$1,300.00

The parties agree that this annual bonus shall be paid weekly and shall be considered part of base wages for overtime and educational incentive calculations, to the extent allowable under M.G.L. c. 32 retirement purposes, and for regular vacation time pay. This bonus shall not be considered part of the base for any other purpose, including, though not limited to: holiday pay, sick leave buy-back and injured on duty payments when the duration of such injured on duty payments equals or exceeds 180 Calendar days.

For purposes of calculating years of service for this benefit see Attachment A.

Special Police Officers, Permanent Intermittent Police Officers shall be paid at the rate to be determined by the Chief of Police and Town Manager.

MASTER POLICE OFFICER

Effective July 1, 2009 there will be a new Step 4 for the rank of Police Officer entitled Master Police Officer, and the rate for said Step 4 shall be 3% above the rate at Step 3. The position of Master Police Officer shall be designated at the discretion of the Police Chief. Individuals seeking the designation of Master Police Officer must have worked full time, with the start date for this purpose determined on an individual basis at the time of hire as shown on Attachment A Column "Date hired for purposes of determining Master Pay Step", for at least 25 years and must have, in the Police Chief's determination, displayed exceptional conduct and performance during the Officer's tenure. In addition to any regular duties assigned by the Chief or his designee, all Master Police Officers will assist in the training of Police Officers, will act as supervisors when no other supervisor is available, and shall perform other assignments as directed by the Police Chief or his designee. Individuals seeking the designation Master Police Officer must apply for such designation in writing by December 1st of the year prior to the beginning of the Fiscal Year in which this Step 4 rate of pay would be paid, and subject to the Chief's determination that the Officer is worthy of the designation Master Police Officer, then the Officer shall be eligible for such designation effective the first day of the next fiscal year. Officers who receive such designation may be removed from such designation at the Chief's discretion and returned Step 3 on the pay scale. The parties agree that it is generally expected that the Chief, at time period increments he determines, will rotate Officers through the designation of Master Police Officer.

MASTER SERGEANT

There will be a new second step for the rank of Sergeant to be designated as Master Sergeant. This step shall be at a rate 3% above the Step 1 rate. The position of Master Sergeant shall be designated at the discretion of the Police Chief. Individuals seeking the designation of Master Sergeant must have worked full time, with the start date for this purpose determined on an individual basis at the time of hire as shown on Attachment A Column "Date hired for purposes of determining Master Pay Step", for at least 25 years and must have, in the Police Chief's determination, displayed exceptional conduct and performance during the Officer's tenure. The Master Sergeant shall, in addition to all regular duties, assist the Chief in developing and revising policies and procedures for the Hanover Police Department and performing any other functions as directed by the Chief or his designee. Individuals seeking the designation Master Sergeant must apply for such designation in writing by December 1st of the year prior to the beginning of the Fiscal Year in which this Step 2 rate of pay would be paid, and subject to the Chief's determination that the Officer is worthy of the designation Master Sergeant, then the Officer shall be eligible for such designation effective the first day of the next fiscal year. Officers who receive such designation may be removed from such designation at the Chief's discretion and returned Step 1 on the pay scale. The parties agree that it is generally expected that the Chief, at time period increments he determines, will rotate Officers through the designation of Master Sergeant.

SHIFT DIFFERENTIAL

Any Police Officer regularly assigned to the below listed shifts shall be compensated on a per-shift basis as follows:

Effective July 1, 2013: 11:45 PM to 8:00 AM
3:45 PM to 12:00 Midnight

The shift differential to be paid to regularly scheduled Officers is equal to a sum per shift that is 72% of the hourly wage of a Step III Patrolman. Including while they are on vacation and for sick leave (up to five (5) consecutive work days). Shift differential will continue to not be included in base pay.

Effective July 1, 2008, Police Officers assigned to Plainclothes duty will be paid a sum per shift equal to 61% of the hourly wage of a Step III Patrolman for each shift actually worked in that capacity. All overtime shall be computed in accordance with the provisions of Article XIX.

Police Officers acting for a Sergeant as a shift commander will be given an additional stipend per shift equal to 86% of the Sergeant hourly rate.

Police Officers assigned to Detective Assignment duty will be paid a sum per shift equal to 61% of the hourly wage of a Step III Patrolman, including while on vacation and for sick leave (up to five (5) consecutive work days). Detective Assignment Pay will continue to not be included in base pay. All overtime shall be computed in accordance with the provisions of Article XIX.

Sergeants when acting as Chief will be compensated an additional \$50.00/ day.

Special Provisions

An Officer assigned to be a full-time Court Prosecutor shall receive \$3,000. dollars annually in addition to regular pay, providing the Officer has served in this capacity for a minimum of one (1) year. The parties agree that this compensation shall be paid weekly and shall be considered part of base wages for overtime and Quinn bill calculations, to the extent allowable under M.G.L. c. 32 retirement purposes, and for regular vacation time pay. This compensation shall not be considered part of the base for any other purpose, including, though not limited to: holiday pay, sick leave buy-back and injured on duty payments when the duration of such injured on duty payments equals or exceeds 180 Calendar days. When this assignment is terminated, or the person holding the assignment is transferred to some other duty, this special compensation will terminate.

Police Education Incentive

Section A. Educational Incentive

Effective July 1, 1977, an Education Incentive Program was instituted. Any Police Officer who has earned a Degree or Credit Hours from an accredited College in Law Enforcement shall receive payment in recognition of such Degree as follows:

1. 30 Credit Hours \$ 800.00 per year

Officers desiring to be compensated for the achievement of the aforementioned Credit hours shall submit their request to be so compensated to the Chief of Police on or before December 1st of the prior fiscal year. Transcripts and proofs of completed courses shall be submitted with the initial request and will be kept on permanent file thereafter by the Chief of Police. The Chief of Police will review the application and they will, in their sole discretion, determine whether or not the Officer is entitled to receive such payment. It is agreed compensation for Educational Incentives will be paid once per fiscal year in the first payroll in December, but only once per fiscal year.

Section B. Career Incentive Pay Program – M.G.L. Chapter 41 section 108L

Qualifying members of the Union shall receive Career Incentive Pay pursuant to MGL Ch. 41 Section 108L as follows:

1. Effective on July 1, 1998, or the effective date thereafter that each Officer is certified by the State Board of Higher Education as being eligible, the Town shall pay Career Incentive Pay pursuant to MGL Ch. 41, Section 108L, also known as the Quinn Bill. The Town shall make payments due under the Quinn Bill in two (2) equal installments, in a separate check, the first payroll week in November and the first payroll week in May.

In the event the Board of Higher Education determines a Police Officer is not eligible for certification under MGL Ch. 41, Section 108L, or is eligible at a lower percentage rate than he/she has been paid, the Officer shall repay to the Town any payments to which he/she was not entitled. The Town and the Officer shall meet to determine a repayment schedule not to exceed six (6) months.

Effective July 1, 2013, there shall be established the Hanover Police Education Incentive Plan, in lieu of any other education incentive or pay. It is intended that this plan qualify to the maximum extent for any reimbursement from the Commonwealth or any other funding source.

2. The Standard for determining qualifying degrees and credits and the method of calculating the amounts under this section will be the same as that used by the Massachusetts Department of Higher Education for determining eligibility for payments under the career incentive pay program established pursuant to M.G.L. c. 41 §108L, also referred to as the “Quinn Bill”.
3. Payments made pursuant to MGL Ch. 41, Section 108L shall not be included in the calculation of any other pay unless required by the Fair Labor Standards Act. Such payments shall be subject to retirement under MGL Ch. 32.
4. Any employee in the Bargaining Unit upon the date of execution of this Agreement who is not eligible for payments pursuant to MGL Ch. 41, Section 108L, shall be “grandfathered” into the educational incentive benefits provided for in Article III Educational Incentive of the current Collective Bargaining Agreement and shall receive said payments accordingly.
5. Officers desiring to be compensated for the achievement of the aforementioned Degrees shall submit their request to be so compensated to the Chief of Police on or before December 1st of the prior fiscal year. Any employee in the Bargaining Unit who is eligible for payments pursuant to Section B of this Article III, Education Incentive, shall no longer be eligible for the educational

incentive benefits provided for in Article III Educational Incentive, Section A of the Collective Bargaining Agreement.

- A. Employees shall be paid an annual training stipend of \$1,300. Such annual stipend shall be paid for Firearms Certification training, Infrared Breathalyzer Certification training, First Aid Certification training consistent with the guidelines published by MPTC, and CPR Certification training. Firearms training shall include service weapon, shotgun, 223 rifle and non-lethal weapons. It shall be the responsibility of the Town to provide such training, which shall be provided in house in accordance with past practice. The parties agree that effective June 30, 2000 at 11:59 PM this stipend shall be paid weekly and shall be considered part of base wages for overtime and Quinn Bill calculations, to the extent allowable under M.G.L. c. 32 retirement purposes, and for regular vacation time pay. The stipend shall not be considered part of the base for any other purpose, including, though not limited to, holiday pay, sick leave buy-back and injured on duty payments when the duration of such injured on duty payments equals or exceeds 180 calendar days.
- B. Any additional training during an employee's non-duty time shall be compensated at the rate of time and one-half, either in cash or in compensatory time at the option of the employee.
- C. In the event that Department transportation is not available for training not provided in-house, employees shall be compensated for the use of their privately owned vehicles at the rate set in the Selectmen's town policy.
- D. Employees who attend required training away from the Police Station shall be paid up to \$10.00 per meal or \$30.00 maximum per day allowance for meal expenses.
- E. The Chief shall give consideration to qualifications and seniority in filling vacancies which may hereinafter occur in the position of Safety Officer, Narcotics Investigator, Police Photographer, Special Investigator, DARE Officer, Detective, or any newly created position in the department. If there are no qualified employees with the minimum qualifications and the Chief has determined that he will provide the relevant training, the Chief shall post notice of the availability of such training, and the recipient of such training shall be determined on the basis of seniority and qualifications from among the applicants who respond to the notice.
- F. Effective July 1, 2006, an additional stipend of \$500.00 annually will be paid to Officers assigned additional duties. No Officer is to receive two stipends should an Officer hold two additional duty assignments. The additional duty positions are: Safety Officer, Firearms Licensing, Arson, Crime Prevention, Detail Officer, Computer Technical Advisor, Evidence Officer and Sex Offender Registry Officer. The Union shall provide to the Chief of Police job descriptions and performance review criteria for the above positions prior to July 1, 2006. The parties agree that this annual stipend shall be paid weekly and shall be considered part of base wages for overtime and Quinn bill calculations, to the extent allowable under M.G.L. c. 32 retirement purposes, and for regular vacation time pay. This bonus shall not be considered part of the base for any other purpose, including, though not limited to: holiday pay, sick leave buy-back and injured on duty payments when the duration of such injured on duty payments equals or exceeds 180 Calendar days.

ARTICLE IV **EXTRA PAID DETAILS**

The following provisions shall govern the assignment and payment of extra paid details to Police Officers when the detail is to be paid for by an individual, group, corporation, or organization, including the Town and its departments if it is an off duty detail.

- A. Assignments shall be made on a rotating list basis to all Permanent Patrolmen, Sergeants, and Lieutenant first; Permanent Intermittent Patrolmen, Permanent Part-time Patrolmen, second; Temporary Intermittent Patrolmen, Super Specials, Special Police Officer third; with an Officer accepting such detail going to the bottom of the list. A record of all such assignments shall be kept open to all Officers.
- B. The paid detail rate shall be \$44.00 per hour effective July 1, 2014, \$45.00 per hour effective July 1, 2015 and \$46.00 per hour effective July 1, 2016. A Strike detail shall include any Labor or job action that occurs on any property in the Town of Hanover. These details shall be paid at double time, except for Town and School employee labor disputes. There shall be a four (4) hour minimum, and time and one-half after eight (8) hours. Effective July 1, 2008, if a detail exceeds four (4) hours, the Detail Officer shall be paid for eight (8) hours. The Town shall be exempt for paying the eight (8) hours and shall remain at four (4) hours and single hours after that. ***The Holiday rate shall be \$2.00 more per the hourly detail rate effective July 1, 2013.*** The Detail Officer shall be paid for half an hour at the detail rate for any portion of half an hour worked over the minimum.
- C. No Officer shall be entitled to work a Special Detail within 24 hours of a Sick Day taken.
- D. When an Officer is assigned a Detail that is longer in duration than 4 hours, he/she shall be entitled to meal break without loss of pay or benefits.
- E. Any detail not cancelled a minimum of one (1) hour prior to the start of said detail, will require a four (4) hour minimum payment to the Officer assigned to the detail.

ARTICLE V **COURT TIME**

- A. Any Officer who goes to Court after his regular shift, or while off duty, will be paid at Time and one-half of the Regular pay rate, for a minimum of four (4) hours. If a Court date is cancelled after 5:00 PM on the day prior to the scheduled appearance, the Officer shall receive four (4) hours pay.
- B. The aforementioned provisions apply to appearances in all Courts in every instance for Criminal Business, and for Civil Business when the summons is as a result of an Officer's performance of his regular law enforcement duties.

ARTICLE VI
UNIFORMS AND EQUIPMENT

- A. All Permanent Full-Time Police Officers and Plainclothes Officers will be allowed an annual uniform allowance. Included therein would be the normal uniform worn in all seasons of the year, and shoes. Disbursement of such funds is to be under the supervision of the Chief of Police.

Uniform Allowance Effective: July 1, 2014 - \$1,000.00
 July 1, 2015 - \$1,050.00
 July 1, 2016 - \$1,100.00

Articles to be issued by the Town to all members, and not considered part of the clothing allowance, are as follows: clubs, handcuffs, flashlights, hat badges, breast plates, holsters, gun belt with appropriate holders, handguns, ammunition, two (2) raincoats, one (1) rain hat, and the appropriate foot gear and portable radios. If necessary, riot helmets and riot sticks will be issued to each member of the force and kept in the Officer's gear locker. If any such article is lost, from negligence, in the opinion of the Chief, it will be the responsibility of the Police Officer to replace it.

- B. New Permanent Officers added to the force shall be allowed \$600 for their first clothing issue in addition to their annual allowance. All subsequent annual clothing issues shall be in accordance with paragraph A or paragraph C of Article VI, depending on the Officer's status in the Department.
- C. All Permanent Intermittent Police Officers and Super Specials shall be allowed \$150 dollars for normal uniform clothing worn in all seasons of the year, and shoes. Disbursement of funds to be under the supervision of the Chief of Police.
- D. Effective July 1, 2014 thru June 30, 2016, each Officer, will be paid by the Town of Hanover for cleaning of all uniforms of Sergeants and Permanent Full-time Police Officers, with funds to be administered by the Chief of Police.

Uniform Cleaning Allowance: July 1, 2014 - \$750.00
 July 1, 2015 - \$800.00
 July 1, 2016 - \$800.00

- E. An amount not to exceed \$85 dollars per year per Officer shall be paid by the Town of Hanover for cleaning of all uniforms of Permanent Intermittent Patrolmen, Super Specials, with such funds to be administered by the Chief of Police.
- F. An amount of \$100 dollars per year, per Officer, for pagers of their choice shall be paid by the Town of Hanover with such funds to be administered by the Chief of Police.

ARTICLE VII
SENIORITY

- A. Seniority within the Hanover Police Department shall be determined commencing from the first day of appointment to the Hanover Police Department as a Permanent Full-time Police Officer, or in the case of an Officer above the rank of Police Officer, the date of the Officer's promotion to the present rank held. If two or more Officers are appointed or promoted on the same day, seniority between those Officers will be determined by the order in which the names appear on the appointment or promotion list from the Appointing Authority, starting with the first name at the top of the list and proceeding in descending order.
- B. Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, or any leave of absence, or any call to military service for the duration.
- C. If any employee resigns voluntarily, or is discharged for just cause, the employee shall lose all seniority. If any employee is suspended, and the suspension is upheld, the employee shall lose all seniority for the period of suspension.
- D. In the event of the reduction of the Police Force, lay-offs shall be in the manner prescribed by Civil Service Regulations.
- E. When a permanent opening occurs within a shift, the senior Police Officer within the rank, as defined in Section A above, who requests the same in writing, shall be given consideration to fill the vacancy. Notice in writing, and acknowledgment thereof of such vacancy shall be given to each member of the Department, and shall not be filled permanently sooner than fourteen (14) days from such notice.

ARTICLE VIII
VACATION

- A. Subject to the operating needs of the Department, as determined by the Chief of Police, vacations shall be granted on a Seniority basis as determined by the initial full-time appointment anniversary date. There will be consideration by the Chief for an Officer to split vacation, not to take successive weeks of vacation, and to take vacation at any time within the fiscal year. All requests for vacation time on Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be submitted to the Chief at least thirty (30) days in advance. Conflicting requests shall be resolved on a seniority basis.

Officers shall be entitled to an annual paid vacation determined as follows:

Time employed in the aggregate in 12
months prior to July 1 of Vacation Year.

Vacation Entitlement

Twenty Weeks (20)
Thirty Weeks (30)

One (1) week
Two (2) weeks

Time employed in the aggregate prior to July 1 of vacation year

Five (5) Years	Three (3) weeks
Ten (10) Year	Four (4) weeks
Fifteen (15) Years	Five (5) weeks
Twenty five (25) Years	Paid 6 th week to be paid on or around December 1 st .

Officers shall be allowed to buy back, on an annual basis, up to two (2) weeks of their vacation allowance if they have a minimum of four (4) weeks vacation accrued.

For purposes of calculating the 5, 10, 15 years time employed for Vacation Benefit see Attachment A.

Permanent Intermittent Officers shall be allowed one (1) day vacation per year for twenty (20) days worked.

- B. The parties agree that any reference in Section A above to the word “week” or “weeks” means a five (5) day work week or weeks, as the case may be, and not a seven (7) day calendar week, as regards the measurement of the amount of vacation time an Officer may be entitled to take.
- C. If an employee voluntarily resigns or retires, he or she shall receive all unused vacation benefits accrued prior to resignation or retirement.
- D. Employees absent without loss of pay due to injury or infectious disease pursuant to paragraph A of Article IX of this AGREEMENT, and paid in accordance with MGL Ch.41, 111F, shall receive vacation benefits as follows:
 - 1. If an Officer is permanently disabled within the meaning of MGL Ch.32, as it pertains to disability retirements for Police Officers, and retires thereunder, the Officer shall receive payment for all unused vacation benefits accrued prior to injury or contraction of the infectious disease.
 - 2. If the Officer returns to work in the same fiscal year in which injured, he shall receive all unused vacation benefits accrued prior to injury or contracting of the infectious disease.
 - 3. If the Officer returns to work in a subsequent fiscal year than that in which injured, he shall receive:
 - a) vacation time off for any unused vacation earned in the fiscal year prior to the injury or contracting of the infectious disease; and
 - b) pro-rated vacation time off for that period worked prior to injury or contraction of the infectious disease in the fiscal year in which the injury or contraction of the infectious disease occurred.

In no event shall vacation benefits accrue during the period an employee is absent without loss of salary pursuant to MGL Ch.41, 111F.

- E. Employees shall be permitted to carry one week of vacation time into the next fiscal year, to be used during that next fiscal year.

ARTICLE IX
SICK LEAVE

Permanent Police Officers and Sergeants

- A. An employee shall be absent from duty without loss of sick leave and without loss of pay for the following reasons:
1. When an employee is absent from duty because of an injury sustained in the line of duty for which he or she is entitled to compensation under the provisions of General Laws of Mass. Chapter 41, Section 111F.
 - a) When an employee is exposed to a contagious or infectious disease in the line of duty, and contracts the disease, per physician's report, he or she shall receive full pay for the full extent of disability.
 - b) Up to five (5) days annually may be used for the illness of a family member without affecting the Officer's availability to take an overtime shift or a detail. Only these five (5) days shall negate Article IV, C.
- B. Sick leave for full-time employees will be accrued at the rate of one day and one-quarter (1-1/4) for each completed month of full-time employment, except in the first year of employment, he/she will be credited with fifteen (15) days of sick leave on date of employment and accrue no additional accumulation until one calendar year has elapsed.
- C. Sick leave will be allowed to accumulate to 250 days for sick leave purposes only. It is agreed to continue to only use up to 150 accumulated sick leave days for purposes of sick leave buyback benefits. Time accumulated under the old Agreement is to be picked up.
- D. Sick leave shall be accumulated during normal vacation, and when the employee is on authorized sick leave, but shall not accrue while an employee is absent without loss of pay pursuant to MGL Ch. 41, Sec. 111F.
- E. The parties hereto agree that as a result of the acceptance by the Town Meeting, the employees in this Bargaining Unit are covered by the provisions of Mass General Laws, Chapter 41, Sec. 100, 100B and 100G, together with Chapter 512, Acts of 1978, and the Town will comply with those statutes to the degree that it is required to do so by same.
- F. There is hereby established a sick-leave buy-back plan whereby the Town of Hanover agrees to pay to any eligible (0-25 years service) Police Officer or his/her estate, upon death or retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved retirement plan, an amount of money equal to fifty (50) percent of the Officer's accumulated sick leave time, up to a maximum of seventy-five (75) days.
- G. The Town and the Association agree that Police Officers having a non work related illness, injury or pregnancy may request and, subject to the discretion of the Chief, be granted specialized duty subject to the following terms and conditions:

1. The Officer requesting specialized duty shall provide the Chief a letter from one of his/her physicians which indicates that, in the physician's medical opinion, the Officer should not be performing full police duty, but is able to perform specialized duty in accordance with this section. The parties agree that during a pregnancy, Officers will be eligible for specialized duty during the period that the Officer's physician indicates that the Officer is not able to perform all of the duties of a Police Officer. The specialized duty for which Police Officers may be eligible includes, though is not necessarily limited to, performing "in station" functions such as: handling all walk-in matters at the police station; to include criminal matters, restraining order receipt and follow-up with the appropriate jurisdictions, tow release forms and any other police related reports or requests which initiate at the police station during the Officers assigned tour of duty. This will include all follow-up to these cases which may be completed while on duty at the police station. The Officer will also be responsible for certain administrative tasks such as firearms licensing, assisting the Officer in Charge by scheduling Officers to work extra paid details and overtime assignments.
2. The parties agree that during the time an Officer is assigned to this specialized duty, the Officer will not be eligible to work overtime shifts, details, or shift swaps. Officers on specialized duty may work "court time".
3. The parties agree that there will be no obligation on the Town to replace an Officer who has been taken off normal duty and placed on specialized duty. Rather, it is anticipated that the Officer assigned to specialized duty will handle "walk-ins" and other functions that would otherwise require an Officer to leave patrol and report to the station.
4. Should a physician indicate that an Officer is no longer required to be on specialized duty then the Officer shall be removed from specialized duty and the terms of the parties Collective Bargaining Agreement shall control.
5. The Association agrees that no grievance or claim of unfair labor practice will be filed or supported relative to any of the terms of this section.
6. The parties agree that the Chief may approve, deny, or rescind specialized duty assignment requests at his discretion subject to the budgetary constraints and the needs of the Department. Further, the parties agree that in no event shall two specialized duty Officers be working on, or assigned to, the same shift.

For any eligible (25 or more years Service) Police Officer, upon death or retirement directly into the Plymouth County Retirement System as verified by the County Treasurer or a Selectmen approved retirement plan, the Town agrees to pay to the Officer or estate seventy-five (75%) percent of the Officer's accumulated sick leave up to a maximum of 113 days. The amount due shall be calculated using a divisor of 260 days and paid within a reasonable time, but in no event later than thirty (30) days following the date of retirement or death, and shall be calculated using the rate of pay received by the Officer on said date.

Employees whose start date is on or after July 1, 1996 shall be entitled to a sick leave buy-back limited to a total buyback cap of \$7,500. Also for employees hired after that date, a divisor of 365 days will be used for purposes of calculating the sick leave buyback, and the buyback will be limited to 50% of unused accumulated sick leave up to the maximum of 75 days that can be bought back.

The parties agree that sick leave buy-back shall be eliminated for employees covered under this agreement and hired after July 1, 2010.

Sick Leave Bank

A Sick Leave Bank shall be created and administered by three (3) members of the Bargaining Unit, the Police Chief, and the Town Manager or his designee.

Benefits – Member of the Bank shall be eligible to withdraw days from the Bank in accordance with the following provisions:

- A. For the purpose of the Agreement “prolonged illness” shall mean an illness of ten (10) or more consecutive regularly scheduled working days.
- B. Decisions shall be made by majority vote of the members of the Sick Leave Bank Committee (SLBC). However, if the members of the SLBC reach an impasse on any of the provisions of the Sick Leave Bank section, then the participating members shall select an independent third party to hear the merits of the issue and to resolve the impasse.
- C. To be eligible for participation in the Sick Bank the member must have at least three years of continuous service and have accumulated at least half of the total amount of sick days earned during that period, unless this requirement is waived by the Committee.
- D. Once a member of the Sick Bank uses all existing sick time, he/she will apply to the Sick Bank for sick days at 30-day or less increments.
- E. Initial contribution will be three (3) days per membership for the first year, one (1) day per membership each year after. Once the time is donated to the Bank, it shall become property of the Bank and the donating member shall lose all claims to the days unless needed for sick time. All contributions will be made on or about July 1st of each year.
- F. Upon termination or retirement from the Department, Sick Bank time will not be used as a benefit to the employee nor will the Sick Bank days be returned.
- G. Any member of the Bargaining Unit who is not a member of the Sick Bank or has not contributed to same will not be allowed use of the time accrued in the Sick Bank.

ARTICLE X
BUSINESS LEAVE

- A. All employees covered under this Agreement who are Officers of the Collective Bargaining Team, not to exceed four (4), shall be allowed time off for local business, negotiations, or conferences with Town Administration, or Chief of the Department, without loss of pay or benefits, or without the requirement to make up loss of time.
- B. The members of the Police Association Grievance Committee shall be granted leave from duty with no loss of pay or benefits, for all meetings between the Town and the Police Association, for time required to prepare grievances and for the purpose of processing grievances, when such activity takes place at a time during which the employee is scheduled to be on duty.
- C. An Officer or member of the Police Association, as may be designated by the Police Association, shall be granted leave to attend meetings as provided by Massachusetts General Laws, such meetings being those of the Massachusetts Police Association. Such time off is not to exceed three (3) days. If said three (3) days fall on an Officer's day off, the Officer will be given time off in lieu thereof.

ARTICLE XI
LEAVE OF ABSENCE WITH PAY

A. Bereavement Leave

Permanent Patrolmen and Sergeants

Each employee in the Bargaining Unit shall be granted leave without loss of pay in the event of a death in his or her immediate family. Such leave shall be 4 days commencing with the date of death. For purposes of this Article, the term immediate family shall mean and include the following: Mother, Father, Spouse, Mother/Father-in-law, Sister, Brother, Child, Sister/Brother-in-law, Grandparents, Stepchild, and Stepparent. Further, 1 day bereavement with pay shall be granted for the death of an Aunt/Uncle, Grandchild and Grandparent/in-law.

- B. Personal Leave - Up to four (4) days leave may be granted by the Chief for necessary personal business. The employee will submit such request at least 24 hours (except in cases of personal emergency) in advance to the Chief.
- C. Military Leave - Military leave will be granted for reserve training in the armed forces of the United States. A written request for leave and a copy of the employee's military orders must be presented to the Police Chief.

The Town will pay the difference between an employee's military pay and his/her base wage/salary. An employee may request this payment by presenting a copy of his/her paymaster voucher to the Police Chief.

In addition, employees who are members of The Reserve and/or National Guard units who are called to active duty will continue to receive full pay and benefits while actively serving the United States of America.

ARTICLE XII
LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence for a limited period of time, not to exceed three (3) months, shall be granted for any purpose considered reasonable by the Chief of Police and the Board of Selectmen, and extended accordingly, with Civil Service approval.
- B. Maternity Leave
For purposes of Maternity Leave, the Town agrees to comply with the provisions of the Massachusetts General Laws, Ch.149, Section 105D, as amended.

ARTICLE XIII
HOLIDAYS

- A. It is agreed by and between the Town of Hanover and the Police Association that, in addition to the compensatory day off or one day's pay provided Permanent Full Time Officers by General Laws Ch.147, Sec.17A, when they are required to work on the holidays enumerated below, those Permanent Full-time Officers also required to work more than one shift on said holidays shall receive payment for all hours worked in excess of said shift at a time and one-half rate. The holidays shall include the eleven (11) accepted by the Town and now paid. They are:
- | | |
|---------------------|---------------------------|
| 1. Independence Day | 6. Christmas Day |
| 2. Labor Day | 7. New Year's Day |
| 3. Columbus Day | 8. Martin Luther King Day |
| 4. Veterans' Day | 9. Presidents' Day |
| 5. Thanksgiving Day | 10. Patriots' Day |
| | 11. Memorial Day |

It is further agreed that the Town will pay the holidays in a lump sum as follows:

Holidays 1-5 inclusive paid first payroll week in December

Holidays 6-11 inclusive paid first payroll week in June.

B. Holiday Shift Coverage

Effective 7-01-03, if an Officer scheduled for the Holidays of Christmas Day or Thanksgiving Day would like to request a vacation day or a personal day, it may be covered, if another Officer not scheduled for this shift, is willing to work.

ARTICLE XIV
HEALTH AND SAFETY

- A. A Safety Committee consisting of three (3) members shall meet with the Chief of Police at least every other month to discuss and make recommendations for improvement of general health and safety of the employees.

- B. The Town shall provide efficient and safe equipment and materials to protect the health and safety of the employees and will strive for a safe, clean, wholesome workplace.
- C. If physicals are required, the Doctor or Medical Center will be designated by the Selectmen and agreed to by the Union.

ARTICLE XV
BARGAINING COMMITTEE SECURITY

The Town of Hanover agrees not to discharge or discriminate in any way against employees by this Agreement or Bargaining Committee for Police Association activities.

ARTICLE XVI
DISCIPLINARY ACTION

No employee covered under this AGREEMENT shall be removed, dismissed, discharged, suspended, assigned to work punishment hours, or charged in any manner under the General Laws, Civil Service Rules and Regulations, or the procedures and policies or Rules and Regulations of the Hanover Police Department, except for just cause. When and if said charge or charges are made, the employee will be entitled to Union representation or to retain counsel at his or her own expense, and said counsel shall be allowed to be present at any hearings or interviews attendant thereto.

ARTICLE XVII
GRIEVANCE PROCEDURE

- A. Purpose: The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale.

The Grievance Committee shall consist of three (3) named members of the Bargaining Committee and their alternate. Complaints, disputes, or controversies of any kind, which arise between one or more employees and the Town, or its agents, concerning the working conditions, hours of work, wages, fringes or rate of pay, referred to in this AGREEMENT may be processed as a grievance under the following procedure:

- B. Procedure:

Step 1. Grievances may be presented by the employee or by the Grievance Committee on behalf of an employee or employees to the Chief of Police. The Chief, or in his absence, the Officer in Charge of the Department, shall meet with the Grievance Committee or the employee within three (3) days, exclusive of Saturdays, Sundays and Holidays, from the time that the grievance is presented to him, and he shall attempt to resolve the grievance and present the results in writing to the Grievance Committee within three (3) days, exclusive of Saturdays, Sundays and Holidays, of the meeting.

Step 2. If the grievance is not resolved in Step 1, the Grievance Committee may refer the complaint in writing to the Town Manager, along with a written copy of the results of action under Step 1, within five (5) days from the receipt of the results of the action under the provisions of Step 1, exclusive of Saturdays, Sundays, and Holidays. The Town Manager shall then meet with the Grievance Committee within ten (10) days, exclusive of Saturdays, Sundays and Holidays, to discuss the grievance, and will answer the Grievance Committee in writing within five (5) days, exclusive of Saturdays, Sundays and Holidays, after the meeting ends.

Step 3. If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint in writing to the Board of Selectmen, within five (5) days from the receipt of the results of the action under the provisions of Step 2 exclusive of Saturdays, Sundays, and Holidays. The Board of Selectmen shall then meet with the Grievance Committee and respond to the grievance, in writing, within fifteen (15) days exclusive of Saturdays, Sundays and Holidays. The time-frame in the previous sentence may be changed, by mutual agreement of both parties in writing, in order to accommodate the Board of Selectmen not meeting on a weekly basis.

Step 4. If the grievance is not resolved in Step 3, the Grievance Committee may refer the complaint, in writing, to arbitration. The Arbitrator will be selected from a panel supplied by the American Arbitration Association, and the American Arbitration Association will administer the same under its Voluntary Rules. Costs of the arbitration will be shared equally by the parties.

The Arbitrator shall have no power to alter or vary the terms of this Agreement. The decision of the Arbitrator shall be final and binding on the Town and the Association and its Officers covered by this AGREEMENT.

- C. A grievance shall be deemed waived unless the time limits specified in this Article are met or changed by mutual agreement, in writing, between the Town and the Association. They may further be deemed waived unless matters are submitted to arbitration within forty-five (45) days after receipt of the Board of Selectmen's decision.

Any matter which occurred, or failed to occur, prior to the effective date of this Agreement, shall not be subject to the Grievance and Arbitration Procedure herein.

ARTICLE XVIII

INSURANCE

Employees covered by this Agreement shall be provided an opportunity to join the Town of Hanover's Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for employees and retired employees, and their eligible dependents, with the premium or cost of health insurance shared equally (50%-50% basis) between the individual employee and the Town consistent with the MOU executed between the Town and the Union on April 9, 2012 (attached). Admission to the membership in said plan, and entitlement to its benefits shall be in accordance with the terms and conditions of the contract between the Town and Blue Cross/Blue Shield. In the event the Town

terminates the existing agreement with Blue Cross/Blue Shield, it agrees to provide insurance coverage comparable to that currently received by said employees; provided, however, that in the event Blue Cross/Blue Shield should cancel or modify its benefit plan, nothing contained herein shall require the Town to become a self-insurer as to any benefit currently provided.

ARTICLE XIX **OVERTIME**

All overtime, which is directly ordered by the Chief of Police, shall be paid at time and one-half regular rate for all hours in excess of an employee's regular work day or work week. Overtime required to fill vacation vacancies will be paid at the same rates, and the present practice of giving preference for such vacancies to Permanent Police Officers shall continue in force and effect.

If an employee is called to work outside of the employee's normally scheduled work shift, or out of sequence of the normal tour of duty, the employee will receive a four (4) hour minimum pay at the above rates. If an employee is required to work beyond his or her regular tour of duty, the employee shall be compensated for the additional time worked at the above hourly rates with no minimum.

All assignments of overtime will be at the sole discretion of the Chief of Police, who will act in the best interests of the Town to assign overtime to those members of the recognized Bargaining Unit who, the Chief feels, will serve the best interests of the Town for the overtime required.

ARTICLE XX **WORK DAY/WORK WEEK**

A. Work Day - There shall be three (3) eight (8) hour shifts per day as follows:

11:45 PM to 8:00 AM
7:45 AM to 4:00 PM
3:45 PM to 12 Midnight

All Officers who are assigned to a particular shift shall report at the times so indicated above unless directed otherwise by the Chief of Police.

B. Work Week - Commencing at 12 o'clock Midnight, June 30, 1977, there was established the so-called "4 and 2" work week. Each Officer shall work four (4) consecutive days, and at the end of each four (4) day period of duty, each Officer shall not be required to return to duty until the expiration of two (2) consecutive days, so that the work week of all Police Officers can be described as four (4) days on duty and two (2) days off duty. The regular work week of the Police Officers shall consist of not more than forty (40) hours, it being understood that such work week may average forty (40) hours over a six (6) week cycle.

The 4 and 2 work week schedule may be suspended in case of emergency, as determined jointly by the Chief of Police and the Town Manager.

It is agreed that the Court Prosecutor shall be assigned a work week which may be different from that described above, at the discretion of the Chief of Police. The Court Prosecutor shall, though, receive benefits in terms of equalized number of days off, the same as the rest of the Police Officers.

Shift Bidding - As a policy of the Hanover Police Department, Officers within any one job classification shall have the right to indicate their preference by bid, in order of their seniority in the Hanover Police Department, for available work shifts. Such bidding is to be held within 30 days prior to beginning of fiscal year, which is July 1. Shifts shall be bid on a yearly basis, and posted for two weeks annually. Final judgment as to the shift assignments is reserved for the Chief, and will be made within thirty (30) days. The Chief will not be expected to make any personnel changes if such would impair the effectiveness of the Department. This shall be a non-grievance issue.

ARTICLE XXI

NO-STRIKE

- A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services (whether sympathetic, economic, or otherwise). The Police Association agrees that neither it nor any of its Police Officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services. The Town agrees not to conduct a lockout.
- B. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Police Association shall forthwith publicly disavow any such strike, work stoppage, slowdown or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Police Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services, and return to work IMMEDIATELY.
- C. The Town may, after completion of procedures pursuant to MGL Ch.150E, Sec.9A(b), impose disciplinary action, including discharge upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures hereunder, except as to the question of whether or not the employees who were disciplined, in fact, engaged in, induced or encouraged such conduct.

ARTICLE XXII

EQUAL EMPLOYMENT OPPORTUNITY

The HANOVER POLICE UNION, and its members, pledge to assist the Town of Hanover in insuring that there shall be no discrimination in all phases of employment with respect to race, color, national origin, religion, age, ancestry, sex or handicap unless based upon a bona fide occupational qualification.

ARTICLE XXIII
AMERICANS WITH DISABILITIES ACT COMPLIANCE

With respect to an employer's attempt to make reasonable accommodations in accordance with provisions of the Americans with Disabilities Act and regulations issued pursuant to the Act, the Union agrees that it will take no action that is inconsistent with its obligations under the Americans with Disabilities Act.

ARTICLE XXIV
PROTECTION OF WORK

- A. Neither the Town of Hanover nor the Chief of Police, under any circumstances, shall hire or engage any persons, whether paid or not, for what is presently Police duty, other than a duly sworn member of the Hanover Police Department. Notwithstanding the prior sentence, the Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, if the Chief of Police in the exercise of his discretion determines that a Police Officer paid detail is needed for any work to be done on a public way, or for any related construction maintenance or related work the Chief shall possess the authority to require the presence of a sworn Police Officer (s) on paid detail basis. The Chief shall have the further discretion to determine the number of Officers assigned to any such instance necessary to maintain public safety. The Chief or his designee shall review all situations which may require paid details on a case by case basis. It is agreed that when the Chief, or his designee, decide that a Police Officer paid detail is required, the detail shall first be offered to members of the bargaining unit and then filled in accordance with Hanover Departmental Policies and Procedures.
- B. Compliance with the Civil Defense Act (emergency) shall not be construed as a violation of this Article.

ARTICLE XXV
SUPER SPECIALS

Effective July 1, 1993, all Full-Time Hanover Police Officers who honorably retire on or after the effective date of this AGREEMENT, upon written request to the Chief and with the approval of the Board of Selectmen, shall be transferred to the list of Super Special Officers of the Department.

ARTICLE XXVI
PERMANENT INTERMITTENT POLICE OFFICERS

The parties agree to allow the Chief of Police to post a training schedule of eight (8) hours per month for each Permanent Intermittent Police Officer.

- A. A Permanent Intermittent Police Officer will be allowed to work with a full-time Police Officer one eight (8) hour shift per month.
- B. A schedule of each Officer's name will be posted 30 days in advance.
- C. A Permanent Intermittent Police Officer in Training will not count toward a position on a shift.
- D. A Training Officer will not be required to work more than 96 hours per year, except in a case of a declared emergency.
- E. This will be a two (2) year trial period which will be reviewed after the two years by the Chief and the Bargaining Unit.
- F. There will be no compensation in salary or benefits during this two (2) year trial period.
- G. Each Permanent Intermittent Police Officer shall have successfully completed a psychological examination, at the Town's expense, prior to this training.
- H. Permanent Intermittent Police Officers may be utilized to perform prisoner watch or other assignments as determined by the Chief of Police when full-time Police Officers are not available. This rate of pay will be established by the Chief of Police and Town Manager.

ARTICLE XXVII
DURATION AND EFFECTIVE DATE OF AGREEMENT

The terms of this AGREEMENT shall be effective upon the date of signing, except as specifically set forth in previous Articles, and the AGREEMENT shall continue in full force and effect until June 30, 2017, unless written notice is given by either party to the other no later than November 1, 2016, or one hundred eighty (180) days prior to the expiration date of any extension or renewal of this AGREEMENT. The notice shall set forth the party's desire to terminate or amend the AGREEMENT. In the event that such notice is given, and negotiations for a new contract are not completed prior to the expiration date, this AGREEMENT shall continue in full force and effect until a new AGREEMENT is effectuated.

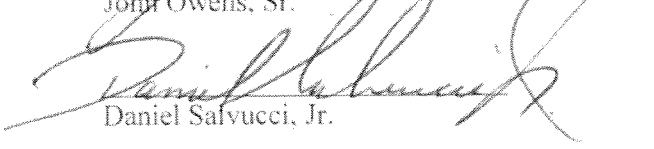
WITNESS OUR HANDS AND SEALS THIS 25th Day of February 2013.

HANOVER POLICE UNION


Stephen Moar, President


David Zemotel


John Owens, Sr.


Daniel Salvucci, Jr.

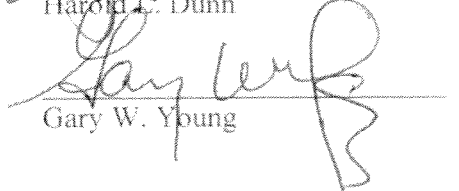
TOWN OF HANOVER,
BOARD OF SELECTMEN

John S. Barry, Chairman

Joseph R. Salvucci, Vice Chairman


Susan M. Satterland


Harold L. Dunn


Gary W. Young

Approved as to form: _____

Kevin Feeley, Labor Counsel

cc: Town Accountant
Town Treasurer
State Labor Relations Commission
Police Chief
Labor Counsel

8. This Agreement shall be effective on July 1, 2012 and shall expire on June 30, 2014. The health benefit plans, including the specific plan design features offered as of June 30, 2014, the expiration of this Agreement, shall remain in effect unless and until the Town seeks to implement changes in accordance with M.G.L.c. 32B, sections 21-23 or any other relevant law then in effect.

Signed this 9th day of April 2012

For the Town:


Susan M. Gathland


For the Union:


Steph F. Moar

Daniel R. Luciani

John J. Owens Sr.

James McEvieci
