AGREEMENT

Between

TOWN OF HANOVER

And

HANOVER POLICE DEPARTMENT

Mall Police

Special Police Officers

July 1, 2014 to June 30, 2016

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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 Mall Police (Hereinafter referred to as the "Mall Police").

ARTICLE I
RECOGNITION AND BARGAINING UNIT

The Town recognizes the Mall Police (who are appointed "Special Police Officers") 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 Mall Police Special Police Officers; Unit B shall consist of Mall Special Police Officers of the Town of Hanover appointed by the Police Chief and Town Manager. It is understood and agreed that Unit A and Mall Police constitute two separate and distinct groups of employees, and in no case shall there be any transfer between the two units or bumping rights of any kind. Seniority in each unit shall be separate and distinct from the other.

ARTICLE II
MANAGEMENT RIGHTS

The Mall Police 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 at the Hanover Mall and within the Town of Hanover. Management has the right to exercise its rights without being subject to review under this agreement.

The Association also recognizes that the control and administration of the Police Department is vested by law in the Town Manager and the Chief of Police. This responsibility imposed on the Town by law, and enforced under the control and management of the Town Manager 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 Mall Police therefore, recognizes that the management of the Town and the direction of the Police Department, including the right to hire, discipline, suspend, discharge for just 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 discontinuation of the Agreement for Mall Police services between the Town and 1775 Washington Street Holdings, L.L.C. or its successors, 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 & HOURS

Section 1: Wages
The hourly compensation for persons covered by this AGREEMENT shall be as follows:

Effective July 1, 2014 the rates of pay will be as follows:

	REGULAR RATE OF PAY	OVERTIME RATE
Senior Police Officer	$21.93	$32.90
Police Officer	$18.19	$27.29
Junior Police Officer	$16.38	$24.57

Effective July 1, 2015 the rates of pay will be as follows:

Senior Police Officer	$22.37	$33.55
Police Officer	$18.55	$27.83
Junior Police Officer	$16.71	$25.07

Section 2: Hours

A. Scheduled hours for the Mall Police shall be determined by the Chief of Police. Actual scheduling shall be determined by management. Recordkeeping of hours will be in a manner that meets Federal regulations. Time sheets filled out by the working Officer with sign in and sign out time will be an acceptable method of identifying hours worked.

ARTICLE IV
COURT TIME

A. Any Mall Police ordered (by the Chief) to appear in Court after his/her regular shift, or while off duty, will be paid or given time off at time and one half.

ARTICLE V
OFF DUTY DETAILS

Effective 7/1/95, separate and apart from the Town Details and Town Detail Rate, "closed mall details" shall be offered first to the Mall Police on a rotating basis. Such detail(s) shall be paid at the rate of $31.00 dollars per hour. However, if a Mall Police Officer is offered a Town detail, he/she shall be paid the Town detail rate, and his/her name shall be placed on the bottom of both the Town's and Mall's detail lists.

ARTICLE VI
TRAINING and EDUCATION

A. TRAINING

Each Mall Police officer who is required to attend additional training during his/her off-duty time shall be granted compensatory time at the rate of time and one-half their rate of pay for all hours exceeding 40 hours per week as required and defined by the Fair Labor Standards Act.

B. EDUCATION

The Employer agrees to reimburse the employee up to $550. per course, not to exceed $1,100 annually for all employees, for continuing education upon successful completion of the course(s) and submission of appropriate proof of payment for the course. It is agreed that appropriate courses will mean job related or degree qualified subjects to benefit the Town, department, and the employee. Eligible continuing education courses are to be taken outside of working hours. The Chief and Mall management shall be given the opportunity to decide on whether a course is appropriate or not prior to the course being taken.

ARTICLE VII
UNIFORM ALLOWANCE

A. Effective 7/1/06, members of Mall Police, who are assigned to the Mall shall be allowed an annual uniform allowance in the amount of $750 for a full time Officer and $400 for a part time Officer. Included therein shall 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.

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, one (1) raincoat, one (1) rain hat, and the appropriate foot gear and portable radios.

Any uniform change(s) initiated by the employer shall be at the Town's expense.

B. Effective 7/1/98, an annual uniform dry cleaning allowance of $500 for a full time Officer and $300 for a part time Officer shall be paid. This benefit will be administered by the Chief of Police based on vouchers submitted by the employees.

C. Effective 07/01/1998, an amount of one hundred dollars ($100) 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 VIII
SENIORITY

A. The Mall Police shall have no seniority within the Hanover Police Department.

B. Seniority shall be measured by continuous service, from the date of hire set forth in Attachment A "Mall hire date", within the unit less any leave of absence not otherwise providing for continuous service, or suspension, injury time, temporary lay-off, 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 lay-offs or the reduction of the Police Force, affected employees laid off shall be in reverse order of seniority.

ARTICLE IX
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. 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. Conflicting requests shall be resolved on a needs basis, then seniority basis. Benefits for part-timers are to be pro-rated.

Time of Service	Vacation Entitlement
After 30 weeks continuous permanent full time employment	80 hours
Employed 5 years in aggregate by July 1 of vacation year	120 hours
Employed 10 years in aggregate by July 1 of vacation year	160 hours
For purposes of calculating the 5 and 10 years time employed for vacation benefit, see attachment A.	

ARTICLE X
SICK LEAVE

A. The Town shall credit the Members of Mall Police with 80 hours of sick leave on an annual basis. Unused sick leave credits shall accumulate from year to year. Benefits for part-timers are to be pro-rated.

ARTICLE XI
HOLIDAYS

A. It is agreed by and between the Town of Hanover and Mall Police that the Mall Police shall be granted, subject to the approval of the Police Chief, THREE (3) administrative leave days off. Such time off shall be in accordance with the Fair Labor Standard Act, (USCS, TITLE 29, SECTION 201).

B. Member(s) of Mall Police who are required to work on any of the following holidays shall be paid at time and one half their regular rate of pay for their services:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Thanksgiving Day
5. Christmas Day
6. New Year's Day
7. Martin Luther King's Birthday
8. President's Day
9. Memorial Day

When the Mall is closed on Thanksgiving and Christmas Days, regularly scheduled Mall Police shall receive their regular rate of pay.

ARTICLE XII
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.

All assignments of overtime will be at the sole discretion of the Chief of Police.

ARTICLE XIII
BEREAVEMENT LEAVE

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 four (4) days commencing with the date of death. For purposes of this article, the immediate family shall mean and include the following: Mother, Father, Spouse, Mother/Father-in-law, Sister, Brother, Child, Sister/Brother-in-law, Grandparents, Step-child, and Step-parent. Further, one (1) day bereavement leave with pay shall be granted for the death of an Aunt/Uncle and Grand-parent-in-law.

ARTICLE XIV
EQUAL EMPLOYMENT OPPORTUNITY

The Mall Police , 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 XV
STABILITY OF AGREEMENT

This agreement shall remain in full force and effect for the period stated in the Article entitled "Duration and Effective Date of Agreement", except that it shall automatically terminate sooner, and all obligations of the Town hereunder shall end if the Agreement between the Town of Hanover and 1775 Washington Street Holdings, L.L.C. or its successors shall cease to be in effect for any reason and is not replaced by a successor Agreement. In such event, the Town shall give written notice to the Union of the termination of this agreement, and all obligations hereunder on the part of the Town shall cease upon the sending of such notice.

ARTICLE XVI
DURATION AND EFFECTIVE DATE OF AGREEMENT

The terms of this AGREEMENT shall continue in full force and effect until June 30, 2016, and from year to year thereafter unless written notice is given by either party to the other no later than January 1, immediately prior to the expiration date of this agreement. It is agreed that this AGREEMENT shall be effective as of July 1, 2014 unless otherwise provided herein. This agreement represents the entire AGREEMENT of the parties and may not be reopened except as provided herein during its term.

WITNESS OUR HANDS AND SEALS THIS 6th DAY OF APRIL 2015.

Mall Police
Hanover Special Police Officers

TOWN OF HANOVER
BOARD OF SELECTMEN

Harold L. Dunn, Chairman

Susan M. Setterland, Vice Chairman

Joseph R. Salvucci

Brian E. Barthelmes

Robert S. O'Rourke

Approved as to form:

Kevin Feeley, Town Labor Counsel

cc: Town Accountant
Finance Director
State Labor Relations Comm.
Police Chief
Labor Counsel

ATTACHMENT A

EMPLOYEE	POSITION	DATE OF HIRE	DATE OF MALL HIRE	DATE FOR CALCULATION OF VACATION
Hill, Adam	Junior Police Officer (Police Officer effective March 2015)	04-03-14	04-03-14	07-01-14
Walker, Brendan	Junior Police Officer	04-01-14	04-01-14	07-01-14