



COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
TOWN OF HAMILTON  
AND THE  
HAMILTON POLICE BENEVOLENT ASSOCIATION INC.  
JULY 01, 2016 - JUNE 30, 2019

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## PREAMBLE

This Agreement, to be effective as of July 1, 2016, is made this 9th day of November 2016 by and between the Town of Hamilton, a municipal corporation located in Essex County, Massachusetts (herein called the "Town"), and the Hamilton Police Benevolent Association Inc. (herein called the "Association").

## WITNESSETH

WHEREAS, the Town of Hamilton has recognized the Association as the collective bargaining representative for the employees of the Police Department who are hereinafter referred to; and

WHEREAS, the Town and the Association have engaged in collective bargaining negotiations with respect to wages, hours, and other conditions of employment.

NOW, THEREFORE, the Town and the Association agree as follows:

### **ARTICLE 1 - DEFINITION OF BARGAINING UNIT**

The term "employee" as used in the Agreement means all regular full-time patrolmen, inspectors, sergeants and lieutenants of the Police Department of the Town and does not include part-time employees, office or clerical employees, auxiliaries, reserve officers, police cadets, or police officers above the rank of lieutenant.

### **ARTICLE 2 - RECOGNITION**

The Town recognizes the Association as the exclusive collective bargaining representative for all of the employees of the Police Department of the Town as defined in Article 1.

### **ARTICLE 3 - EMPLOYEE RIGHTS AND REPRESENTATION**

Neither the Town nor the Association shall discriminate against any employee because of such employee's race, color, religion, sex, age, or national origin.

Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative or otherwise, and including the right to present Association views and positions to the public, to officials of the Town of Hamilton and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any

agreement with any such group or organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, Department official, or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Association;
2. Interfere with the formation, existence, operations, or administration of the Association;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Association;
4. Discriminate against an employee because he or she has given testimony or taken part in any grievance procedures or other hearing, negotiations or conferences for or in behalf of the Association; or
5. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Association as set forth in this Agreement.

## **ARTICLE 4 - RESPONSIBLE ASSOCIATION - TOWN RELATIONSHIP**

The Town and Association recognize that it is in the best interests of the parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and Association and respective representatives at all levels, will apply the terms of this contract fairly in accordance with its intent and meaning and consistent with the Association's status as exclusive bargaining representative of all employees covered by this contract.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change processes as specified in the Departmental Policies; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire, suspend, demote, discipline, or discharge for cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Town Manager, Police Chief or other appropriate officials as may be

authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department and its Employees.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology used to perform them;
- to determine the numbers, types, and rank of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to hire, promote and assign employees;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to suspend, demote, discharge, or take other disciplinary action against employees, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement, resolution, or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management

prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

The listing of management rights does not eliminate the Town's obligation to appropriately bargain the decision to make changes in wages, hours, and other working conditions and/or the impacts of these changes as required by law.

Nothing in this Article will prevent the association from filing a grievance concerning a violation of a specific provision of this agreement. However, where no specific provision of the agreement limits its ability to act, Management may exercise its rights under this article without having such actions being subject to the grievance procedure.

Notwithstanding the foregoing, all conflicts between provisions of this article and other articles in the agreement will be resolved in the favor of such other articles.

## **ARTICLE 6 – No-STRIKE CLAUSE**

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Association agrees that neither it, nor any of its officers or agents, will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith 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 Association shall take all reasonable means, including a public written statement, to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Association nor, of its officers or agents, for any monetary damages resulting from the unauthorized breach of the Agreements contained in this Article by individual members of the Association. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings.

## **ARTICLE 7 - STABILITY OF AGREEMENT**

The failure of the Town or of the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or of the Association to future performance of any such term or provision, and the obligations of the Association and the Town to such future

performance shall continue in full force and effect.

## **ARTICLE 8 - PAY RATES**

Subject to Town Meeting approval, the wage rates set forth in Appendix A hereto are effective July 1, 2016. Reserve officers recruited to full-time status shall be held harmless on any adverse financial impact for wages.

Lieutenants shall receive 25% more than the corresponding patrolman's rate. Sergeants and Inspectors shall receive 15% more than the corresponding patrolman's rate.

The senior most patrolman working a shift shall be paid an extra \$1 per hour for each hour worked where no Sergeant, Lieutenant, or Chief is on duty and available to respond to calls

An employee designated as Acting Chief of Police during the absence of the Chief of Police and Lieutenant shall receive 20% more than the corresponding patrolman's rate.

"Corresponding patrolman's rate" in this article refers to the step for the officer's total years of service with the department.

## **ARTICLE 9 - HOURS OF WORK**

Section 1. Scheduled Work Shifts, Work Week, shift Differential.

(i) The regular hours of work for employees shall not exceed forty (40) in any one week; the work day shall be eight (8) hours.

(ii) Employees shall be scheduled to work on regular shifts or tours of duty. Work schedules shall be chosen by seniority in the following manner:

On December 1 and June 1 the Chief of the Department shall post on the station board, a tour of duty list which shall remain posted for a twenty day period. Shift selection shall be made by seniority by rank. Beginning on the above dates, the senior employee by rank shall have two on duty days to select his preferred shift. Thereafter, every two days the on duty officer shall notify the next senior employee by rank until all employees have selected their desired shift assignment. If an employee does not select his shift within the time allowed, he shall be passed by the next succeeding employee by rank on the seniority list following which he shall re-enter the list for shift selection. After completion of this process a schedule will be set up for the months of January 1 thru June 30 and July 1 thru December 31, with the actual commencement date being that which coincides with the next six (6) week period. The Chief retains the right to reassign personnel for the good of the department and for the protection of the Town. However, the reason for such reassignment shall be in writing, and the term thereof, if applicable.

(iii) The parties agree that the following shift differential shall be added to an employee's



base rate of pay:

6 % of base pay for officers assigned to the Evening Shift 7/1/16 – 6/30/18.  
8 % of base pay for officers assigned to the Mid Night Shift 7/1/16 – 6/30/18.

7 % of base pay for officers assigned to the Evening Shift effective 7/1/18.  
9 % of base pay for officers assigned to the Mid Night Shift effective 7/1/18.

Officers shall be paid shift differential regardless of the actual hours worked during the week and shall not be penalized for taking sick time, vacation time, personal time, comp time, and / or injured on duty time.

Officers out of work for extended periods of time, who have had their shift "line" replaced by another officer, shall not be entitled to the shift differential. If the shift line remains vacant, and is being filled by using overtime or in some cases reserve officers, the differential shall be paid to the Officer. Extended period of time will be at the discretion of the Chief of Police in the spirit of this agreement.

These shift differentials shall not be included in the base rate of pay to compute overtime, court time, holiday pay, and injured pay while covered under 111F, but shall be considered regular compensation for retirement/pension purposes.

## Section 2. Work Schedules, Days-Off, or Squad Schedules of Employees.

(i) All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days off annually and not less than two (2) consecutive regular days off weekly, in accordance with and characteristic of the four-and-two work schedule so-called or the modified four-and-two work schedule set forth in subparagraph (ii) of this section.

All employees under such four-and-two week so-called, the four-on, two-off work schedule, shall work four (4) consecutive days, and then receive two (2) consecutive regular days off, and shall receive fourteen (14) days off in each six week period. Within each six (6) week period, the work cycle for the four-and-two work week shall be completed.

An employee's days-off, except as hereinafter provided in sub-paragraph (ii) of this Section, shall drop back one (1) day every week.

(ii) Excepted from the regular four-and-two work schedule so-called, set forth in sub-paragraph (i) above, shall be employees: (a) assigned to a police academy for recruit training, each of whom shall work five (5) consecutive days-on, Monday through Friday (holidays excepted), and receive two (2) consecutive regular days-off weekly; and (b) lieutenants who may work five (5) consecutive days on, and receive two (2) consecutive regular days off weekly.

Lieutenants, if assigned to work five (5) consecutive days on, and two (2) consecutive regular days off, shall also receive seventeen and one-third additional regular days-off

yearly, in addition to the two (2) consecutive regular days-off weekly, so that each lieutenant so assigned shall receive the same number of regular days-off annually as will employees working the four-and-two work schedule described in subparagraph (i) above. These seventeen and one-third (17 1/3) additional regular days off shall be taken at the rate of one (1) each three (3) week period, on holidays when a holiday falls during an employee's regularly scheduled work days, or otherwise in accordance with a schedule that shall be mutually determined by the Chief of Police and the Association.

(iii) Present practice as to lunch and dinner reliefs shall continue during the term of this Agreement.

## **ARTICLE 10 - OVERTIME**

Section 1. Scheduling of Overtime. In emergencies, or as the needs of service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to the exigencies of their workday (such as a late call, etc.), shall have the option of declining offered overtime; but, in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Chief of Police may be required to work overtime on an assigned basis. There shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Section 2. Overtime Service. All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled tour of duty or work shift (other than paying police details), including service on an employee's scheduled day-off, or during his vacation and service performed prior to the scheduled starting time for his regular work shift or tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular work shift or tour of duty, shall be deemed overtime service. Overtime service shall not include a change in the schedule of an employee who is shifted from one work shift or tour of duty to another work shift or tour of duty for the purpose of in-service training or courses or attendance at a Police Academy; nor a swapped tour(s) of duty or work shift(s) between individual employees by their mutual agreement, if with the advance approval of the Chief of Police.

Section 3. Compensation for Overtime Service.

i) An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time-and-one-half of his straight-time hourly base rate for each hour or portion thereof of overtime service. The straight-time hourly rate shall be computed as one fortieth of an employee's regular weekly compensation. Patrolmen working overtime on a "force in" basis shall be paid one (1) additional hour compensation.

ii) Employees may at their option, but shall not be required to, accept compensatory time

off in lieu of monetary compensation for overtime service provided, however, that all training hours shall be paid overtime and not compensatory time. Such compensatory time off shall be at the rate of one-and-one-half hours for each hour of overtime service. Except as authorized by the Chief of Police, no officer shall carry over from one fiscal year to another more than 240 hours of compensatory time.

iii) Pay for overtime service shall be in addition to and not in lieu of vacation pay.

iv) Employees called to work on a scheduled day off or during his vacation or on a holiday, or after his regularly scheduled working hours, shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours overtime pay.

v) Any employee retained on duty by the Town at the expiration of his regularly scheduled shift, or any employee who is called to work before his regularly scheduled shift and continues to work through his regularly scheduled shift, shall be paid one and one-half times his basic rate of pay for his actual overtime hours worked.

#### Section 4. Accreditation Stipend

In recognition of maintaining accreditation by the Massachusetts Police Accreditation Commission or other such agency, bargaining unit members shall receive a yearly stipend in the amounts listed below. The Department must maintain full accreditation to be eligible for an accreditation stipend.

Accreditation stipends will be paid in the first payroll of November as follows: \$450 Year 1 and 2 of the contract, \$500 in Year 3 and thereafter of the contract.

### **ARTICLE 11 - EXTRA PAID DETAILS**

Section 1. In all instances where the detail is to be paid by a town department, a governmental body, or by an outside individual, group, corporation or organization, there may be a police officer required subject to the discretion of the Chief of Police. Effective on execution of this Agreement, officers working such details shall be compensated at the rate of \$59/hour, with a four (4) hour minimum. Work in excess of four (4) hours on non-town details will be compensated with a minimum of eight (8) hours pay.

Subject to terms and conditions mutually agreeable to the Chief of Police and Bargaining Unit, patrol officers assigned to a non-town paid detail, who have been assigned the detail shall receive a 4 hour advance notice of cancellation and 1 hour advance notification for Town details.

Assigned officers who do not receive a 4 hour cancellation notice shall be compensated four (4) hours for non-town details. Officers who do not receive a 1 hour cancellation notice shall be compensated four (4) hours for Town details at the current detail rate by the hiring contractor. This provision only applies to Hamilton patrol officers and is not applicable to

officers working so called "Out of Town" details.

Sergeants or senior patrolmen in charge of a detail of three (3) or more officers shall be compensated at the rate of One Dollar (\$1.00) per hour or any fraction thereof over the applicable paid detail rate, with a four (4) hour minimum.

Any such paid detail worked on a holiday or on New Year's Eve shall be compensated at the rate of time and one-half the applicable paid detail rate, with a four (4) hour minimum.

Any officer working a detail that extends over eight (8) hours shall be compensated at time and one-half the detail rate per hour or any fraction thereof after completing the first eight hours.

All extra paid details shall be assigned by the Chief of Police on an equitable basis, with a right of first refusal given to all employees.

Notwithstanding the provisions of the first sentence of the first paragraph of this Article, the Town shall require any outside group, corporation or organization performing work within eight (8) feet of the center of any major road in the town to maintain, at their expense, at least one (1) police officer of the Town, on a paid detail, at each work location as aforesaid, to avoid, so far as is reasonably possible, danger to the safety of persons and interference with the free and safe circulation of vehicular traffic. The parties shall mutually designate in writing the "major roads" of the Town within sixty (60) days after the execution of this Agreement. The Chief of Police shall enforce the provisions of the first sentence of this paragraph.

Section 2. Details shall be paid to employees in the pay period following their being worked.

## **ARTICLE 12 - FIRST REFUSAL**

Employees shall have first refusal on all overtime, subject, however, to the following:

Section 1. The Chief shall have discretion to exclude any name from specified jobs. Said exclusion shall not be considered a refusal.

Section 2. Not included in the right of first refusal are the following:

- (a) Two Hundred (200) regularly scheduled shifts per year currently filled by reserves as a third person on a shift (2 full-time officers on each shift) with the understanding that reserve officers shall not work a "4 and 2" schedule nor be appointed to permanent reserve or part-time position.
- (b) One Hundred (100) additional shifts per fiscal year. The intent of this subparagraph (b) is to allow the use of reserves only in emergencies, on holidays or as an additional man on a shift. An emergency exists within the meaning of this subparagraph when the Department has less than four (4) hours of notice of a need for service.
- (c) The parties agree to the partial use of Reserve Officers to cover Sick Time. The parties

agree that the town will alternate the replacement of officers utilizing their paid sick leave in the following manner:

- (i) The town will fill the vacated shifts by alternating the use of reserve and patrolman.
- (ii) If an instance arises where a patrolman is out sick for more than four consecutive scheduled work days but less than 30 consecutive scheduled work days, then 100% of the shifts shall be filled by full time patrolman.
- (iii) If a patrolman is out sick for more than 30 consecutive scheduled work days or longer, The town will fill the vacated shifts by alternating the use of a reserve and patrolman.
- (iv) It is recognized that due to scheduling and staffing considerations, it may be impossible to alternate the use of one full timer and one reserve in every instance. The Chief of Police will make every effort to ensure that the affected shifts are distributed 50/50 among the full time patrolman and reserves in the spirit of this agreement.

Section 3. The Chief may delegate to any employee the function of calling employees for overtime and details.

Section 4. An officer of the Association shall be required to keep a record of the jobs worked and refused for equality purposes and shall report thereon periodically to the Chief and the Association. The Chief and the Association shall cooperate in this regard, the purpose being for each employee to receive an equal opportunity at overtime.

Section 5. An employee returning to duty from absence on sick leave shall not be permitted to work an overtime shift during the twenty-four (24) hour period commencing at the end of the regularly scheduled shift when he was absent on sick leave.

## **ARTICLE 13 - COURT TIME**

An employee on duty at night or on vacation or on a day off who attends as a witness, a prosecutor, or in any other capacity in the performance of his duties for and on behalf of the Commonwealth of Massachusetts, or the United States of America, or in any similar capacity before any State, Federal or Municipal agency or court shall be entitled to compensation at a rate of time and one-half his straight time hourly rate of pay for every hour, or fraction thereof, during which he was in attendance, with a minimum compensation for such attendance of (4) hours at the said rate of time and one half his straight time hourly rate.

## **ARTICLE 14 - CLOTHING AND CLEANING ALLOWANCE**

Section 1. With prior approval of the Chief or his designee, payment of bills for prescribed uniforms will be made with a maximum annual allocation of \$1,000.00 per employee; with prior

approval from the Chief of Police, employees may submit for reimbursement of one (1) business suit/attire annually to be worn for police related purposes. Approval shall not be unreasonably withheld. A new employee, in lieu of the annual allocation provided, will receive an initial allowance of \$1,600.00 in order to be outfitted with a complete uniform. All employees shall utilize said clothing allowance between July 1st and May 1<sup>st</sup> of each year through the department voucher/billing system.

Section 2. Each employee will receive an annual allowance of \$720.00 for cleaning uniforms. The entire amount is payable in the first pay period in August. Officers who do not work at least one scheduled shift in the previous fiscal year are not eligible for the payment. A new employee's cleaning allowance shall be pro-rated on a monthly basis in his first fiscal year of employment.

Section 3. Any equipment or clothing that is lost or damaged while the employee is acting in the line of duty shall be replaced at the Town's expense and not charged against the employee's clothing allowance.

**ARTICLE 15 - GENERAL MEETING**

The Town reserves the right to call a general meeting of all police officers up to six times a year, without additional compensation, for the purposes of discussing matters of interest or improving the communications and professional status of the Department.

**ARTICLE 16 - VACATIONS**

Section 1. Employees hired prior to July 1, 2016 shall be entitled to vacations on the following basis:

In the first calendar year of employment: If employed on or after July 1 If employed before July 1	None One Week*
In the second calendar year of employment through the fifth calendar year of employment	Two Weeks*
In the sixth calendar year of employment through the ninth calendar year of employment	Three Weeks*
In the tenth calendar year of employment through the fourteenth calendar year of employment	Four Weeks*
In the fifteenth calendar year of employment - four weeks and one day with one day of vacation to be added each year thereafter.	
In the twentieth calendar year of employment.	Five Weeks*

\* For employees hired prior to July 1, 2010 each vacation week shall be seven (7) work days. For employees hired after July 1, 2010 each vacation week shall be five (5) work days.

\*\* Within the framework of the above, an employee may not take his first week of vacation until he has successfully completed six months of employment, nor his second week until he has completed twelve months.

Section 2. Employees shall receive a regular week's pay for each pay period of vacation.

Section 3. Vacations must be taken at a time designated by the Chief. Subject to the preceding sentence, vacation selection shall be scheduled in accordance with seniority. Vacation days may not be carried over into the next fiscal year.

Section 4. Any employee whose employment is terminated during the year by dismissal, resignation, retirement, or death, shall be paid for any earned but unused vacation. An employee who resigns or otherwise voluntarily terminates employment, shall give the Town at least two (2) weeks' notice and, failing to do so, shall not be entitled or eligible to receive terminal vacation pay as herein provided.

Section 5. Employees hired after July 1, 2016 shall accrue vacation time monthly. The amount of the accrual will be determined based on an employee(s)'s length of service. All accruals are based on fiscal year. All other provisions of this Article apply

## **ARTICLE 17 - ANNUAL APPOINTMENT**

Section 1. The first six months of employment for new hires, or the first six months upon promotion in rank shall be considered a probationary period during which an employee is considered on trial. A probationary employee that is a new hire may be discharged without reference to the Grievance Procedure. A probationary employee for rank advancement may be returned to his/her prior rank without reference to the Grievance Procedure.

Section 2. An employee who has completed this six-month probationary period shall not be suspended or discharged except for just cause.

Section 3. During an employee's first three years of employment, an employee may be annually reappointed. After three years of employment, an employee shall be annually reappointed. The failure to reappoint an employee after three years of employment shall be considered a discharge under Section 2 of this Article and shall be subject to the Grievance Procedure.

Section 4. Any employee who is not reappointed during his first three years of employment under Section 3 of this Article shall have the rights and obligations as expressed herein.

- i) The Town shall notify the employee and the Association in writing at least forty (40) days in advance that the employee shall not be reappointed.
- ii) Within ten (10) days of said notice, the Association shall notify the Town whether it desires arbitration before the Town Manager on the Town's failure to reappoint.

iii) If requested, the Town Manager shall hold a hearing on failure to reappoint the employee within twenty (20) days. Such hearing shall be public, unless otherwise agreed to by both parties.

iv) Within ten (10) days of the hearing conducted under sub-paragraph iii), the Town Manager shall notify the employee and the Association of its decision. The Town Manager's decision shall be final and shall not be subject to the Grievance Procedure as set forth in this Agreement.

Section 5. At any hearing or interview relating to any removal, dismissal; discharge, suspension, or failure to reappoint, an employee shall have the right to have an attorney on his behalf.

## **ARTICLE 18 - ANNUAL EVALUATION**

As specified in the Departmental Rules & Regulations, Policies & Procedures, employees will be evaluated annually by the Chief of Police and/or their immediate supervisor.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

Section 1. The purpose of the Grievance Procedure shall be to settle employee grievance on as low a level as possible, so as to insure efficiency and employee morale. An aggrieved employee may have an Association representative and/or attorney present at, and participating in, any level of the Grievance Procedure.

An employee's grievance arising out of a claim of an alleged violation of the terms of this Agreement shall be adjusted in accordance with the following procedure. The grievance procedure shall be confidential at all times.

Step 1. Grievances shall be first presented orally by the employee, with or without his Association representative and/or his attorney to the Chief of Police, and an earnest effort shall be made to adjust the grievance in an informal manner.

Step 2. If the grievance is not resolved in Step 1, it shall be presented, in writing, by the Association and presented to the Chief of Police within fifteen (15) days of the alleged violation or knowledge thereof. The Chief of Police shall meet with the Grievance Committee within seventy-two (72) hours after the presentation.

Step 3. If the grievance is not resolved in Step 2, the Grievance Committee shall refer the complaint to the Town Manager within five (5) days from the receipt of the Step 2 answer, exclusive of Saturdays, Sundays, and Holidays. The Town Manager shall meet with the Grievance Committee within fourteen (14) days to discuss the grievance, and will answer the grievance in writing within seventy-two (72) hours after the meeting ends.

Step 4. If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be



submitted within forty-five (45) days to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings. However, each party shall be responsible for compensating his own representatives and witnesses. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitration, unless the parties agree to modify the scope of the hearing. The award of an Arbitrator shall be final and binding upon the parties covered in this Agreement, provided that no Arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement.

Section 2. Grievances shall be presented, in writing through all the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

Section 3. Any of the time limits outlined in this Agreement may be changed at any time by mutual agreement of the parties.

Section 4. Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

Section 5. The Association shall be entitled to submit grievances which affect the entire Association in the name of the Association in the same manner as provided herein initially by at least one employee.

Section 6. Any incident which occurred or failed to occur prior to the signing of this Agreement shall not be the subject of any grievance procedure under this contract. However, any employee may pursue any remedy that he was entitled to prior to the signing of this Agreement.

## **ARTICLE 20 - SICK LEAVE**

Section 1. Each employee shall be entitled to one and one-quarter (1 1/4) days per month Sick Leave with unlimited accumulation, retroactive from the date of his employment as a full-time police officer. Sick Leave is for the protection of employees against loss of pay due to illness, and the Chief of Police may, in his discretion, require medical certification of any illness. Employees may utilize up to five (5) days sick leave annually to care for an ill spouse, partner, or child.

Section 2. An employee upon retirement or termination after completing ten (10) years of service shall be entitled to payment for thirty (30) percent of accumulated sick leave at the straight time rate of pay. An employee upon retirement or termination, who has completed twenty (20) years of service shall be entitled to payment for forty (40) percent of accumulated sick leave at the straight time rate of pay. An employee hired on a full-time basis after July 1, 1988 will be restricted to a maximum of one-hundred fifty (150) days of accumulation for the purposes of payment upon retirement or termination after the specified years of service above.

Section 3. Upon the death of an employee, payment for accumulated sick leave is payable immediately to his/her survivor(s) (wife/husband/dependent children under the age of 23) at the rate of one-hundred (100) percent of accumulated sick leave without regard to years of service. For an employee hired on a full-time basis after July 1, 1988, the maximum accumulation on which this payment is based is restricted as in Section 2 above.

## **ARTICLE 21 - HOLIDAYS**

Section 1. The Town recognizes the following holidays, which in each instance, shall be the day determined as the legal holiday:

New Year's Day	Labor Day	Independence Day
Martin Luther King Day	Columbus Day	Thanksgiving Day
President's Day	Veterans' Day	Day After Thanksgiving
Patriot's Day	Memorial Day	Christmas Day

Section 2. In order to be eligible for holiday pay as set forth below, the employee must work his regularly scheduled work day before and after the holiday unless the absence is for circumstances beyond the control of the employee and authorized by the Chief.

Section 3.

- i) No employee will be officially scheduled to work on a holiday.
- ii) Officers who work the holiday will be paid time and a half for the day in addition to their regular week's pay.
- iii) Officers who would have normally been scheduled to work the holiday and do not work will be given the day off with pay.
- iv) Officers who were not scheduled to work the holiday will be given another day off with pay.

Section 4. Paid holidays shall be considered as regular compensation for retirement/pension purposes.

## **ARTICLE 22 - FEDERAL AND STATE LAWS**

In the event any Federal Law or State Law not superseded by the contract pursuant to General Laws, Chapter 150E, Section 7, conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

## **ARTICLE 23 - TIME OFF FOR ASSOCIATION BUSINESS**

Any employee designated by the Association will be granted the necessary time off to carry out the business of the Association subject to the needs of the Department as determined by the Chief. Such time off shall be without pay, but shall be considered as time worked for the purpose of determining step rates, if any, and other benefits. No Association representative shall suffer a loss in his regular pay while attending any joint Association-Town meeting or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time when it occurs during his scheduled shift.

## **ARTICLE 24 - AMENDMENTS**

Any provisions of the Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any other provisions of this Agreement. In the absence of such mutual consent, the parties agree that the Contract represents the full agreement of the parties on all matters which were or could have been negotiated.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

## **ARTICLE 25 - LEAVES OF ABSENCE**

An unpaid leave of absence may be granted by the Chief of Police with the approval of the Town Manager.

## **ARTICLE 26 - GROUP INSURANCE**

Employees are eligible for certain group insurance benefits as authorized by Chapter 32B of the General Laws of Massachusetts. The Town shall pay sixty (60) percent of the premium for the Blue Care Elect health indemnity plan or any equivalent plan, and for group insurance, and the employee shall pay forty (40) percent of the premium as a payroll deduction.

The Town shall also pay seventy-five (75) percent of all approved and authorized health care maintenance organization programs/plans, which the employee may opt to join, with the employee paying the balance of twenty five(25%) percent of said premiums. HMO plans/programs include, but are not limited to, Blue-Cross/Blue Shield HMO Blue; or equivalent coverage qualifying as an HMO and not constituting indemnity coverage under MGL c32b, as of July 1, 2010.

## **ARTICLE 27 - OUTSIDE EMPLOYMENT**

The parties will cooperate in adhering to the principle that outside employment or police paid details will not interfere with the performance of regular duties. The Chief shall have the final

decision in approving the appropriateness of such employment.

## **ARTICLE 28 - MILITARY LEAVE**

Employees who are called for temporary military duty shall receive their regular pay for a period up to seventeen (17) calendar days of such duty. Pursuant to Massachusetts General Laws, Chapter 33, Section 59, their vacation allowance shall not be affected by such duty.

## **ARTICLE 29 - BEREAVEMENT LEAVE**

Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren).

Employees shall be entitled to three (3) days bereavement leave with pay for absence due to each death of other "immediate family". "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, and a relative living in the employee's household.

## **ARTICLE 30 - PERSONAL LEAVE**

Each employee shall receive three (3) personal leave days annually. Such personal leave days shall be at the sole discretion of each employee, provided he/she gives the Chief of Police at least forty-eight (48) hours notice thereof. If less than forty-eight (48) hours notice is given the Chief of Police, the personal leave day request shall be subject to the approval of the Chief of Police for the particular day requested, except in cases of an emergency arising within such forty-eight (48) hour period.

## **ARTICLE 31 - TRAINING**

All special schooling requested by the Police Department, which is basic to the training of a police officer will be done at time and one-half the straight time hourly rate.

Any officer who chooses to maintain their Massachusetts EMT certification, on their own time and at their own expense, shall be paid an EMT training stipend of \$1750 per year. Officers shall provide proof of a valid EMT certification card to the Town covering the preceding 12 month period by November 20th, and the town shall pay the \$1750 training stipend in the first pay period in December.

Police officers will receive their regular straight time pay for a forty hour week for the required Police Academy training, regardless of the actual hours scheduled for courses at the Academy.

## **ARTICLE 32 - DEPARTMENTAL RULES AND REGULATIONS**

Attached hereto, for reference purposes is a set of standards of conduct and general rules for the effective operation of the Police Department. They are not intended to be all-inclusive, nor limiting to the functions to be performed, but rather should serve as guidelines for the discipline and government of the Department.

## **ARTICLE 33 - EMPLOYMENT RECORD**

Each employee shall have reasonable access to his Personal File. He shall be notified of any derogatory statement before it is filed and shall be given an opportunity to refute it in writing. If the derogatory statement is placed in an employee's file, his written refutation, if any, shall accompany it. The contents of the Personal File shall be confidential at all times. Official commendations shall be placed in the File with a copy to the Selectmen.

## **ARTICLE 34 - MISCELLANEOUS**

Section 1. The Town agrees that all overtime shall be paid on an hourly basis, all pay stubs shall itemize deductions with an explanation of such itemizations, and all pay stubs or deposit records shall be delivered to employees in sealed envelopes.

## **ARTICLE 35 – LAYOFF AND RECALL**

A Layoff is defined as the separation of an employee from Town service at the direction of the employer for reasons unrelated to discipline or fitness. The Town will endeavor to explore other alternatives with the Union prior to instituting a general reduction in workforce in the bargaining unit.

(a) Layoffs shall be made in inverse order of departmental seniority with the least senior employee laid off first.

(b) Departmental seniority is defined as the employee's length of continuous service in the Hamilton Police Department as a full time police officer of any rank. Continuous service commences with the officer's first day of work after appointment as a full time patrol officer. Continuous service is not broken by periods of IOD leave, sick leave, family leave, maternity leave, vacation or paid personal leave. Disciplinary suspensions, authorized leaves of absence, or layoffs for periods of under 30 days shall not break continuity of service as it pertains to seniority. If an officer is absent from work for a period which breaks continuity of service and then returns to work, departmental seniority shall commence upon their return to work.

- (c) The Town shall give an employee not less than six (6) weeks written notice of layoff, stating the reason for such action.
- (d) The Town shall maintain a Rehire List with the contact information for laid-off officers. It shall be the obligation of the officer to provide current information to the Town and to keep their contact information current. Employees will be kept on the list for a minimum of 18 months after their layoff.
- (e) Prior to the employees return to full-duty, the employee, at the discretion of the town, shall be subject to and must successfully pass the standard Occupational Medical Exam for Law Enforcement Officers, Psychological Exam and a Background investigation. The town shall bear the cost of the aforementioned exams and background investigations.

When a bargaining unit position becomes available, the Town will offer the position to employees on the Rehire list in the order of the most senior employee first until the position is filled or the list exhausted.

### ARTICLE 36 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective July 1, 2016. This Agreement shall remain in full force and effective until 11:59 P.M. on June 30, 2019. On or after October 1, 2018, either party may submit its proposals for a new Agreement to be effective on the termination of this Agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.

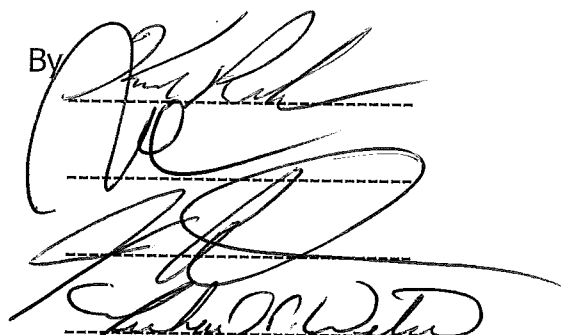
Section 2. If a successor Agreement has not been executed on or before June 30, 2019, this Agreement shall continue in full force and effect until a successor Agreement is executed.

WITNESS our hands and seal this 18<sup>th</sup> day of June, 2016.

**TOWN OF HAMILTON**

**HAMILTON POLICE BENEVOLENT ASSOCIATION  
INC.**

By   
Town Manager

By   
Bargaining Committee

<b>PATROLMAN</b>							
<b>2017</b> Upon completion of years of service	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
	<b>0</b>	<b>1 yrs.</b>	<b>5 yrs.</b>	<b>10 yrs.</b>	<b>15 yrs.</b>	<b>20 yrs.</b>	<b>25 yrs.</b>
Employees Hired Prior to 7/1/2010							
W/O College Degree	25.16	26.09	26.74	27.38	28.04	28.68	29.08
BA/BS	30.19	31.31	32.09	32.86	33.65	34.42	34.90
MA/MS	31.45	32.61	33.43	34.23	35.05	35.85	36.35
Employees Hired After 7/1/2010							
W/O College Degree	25.16	26.09	26.74	27.38	28.04	28.68	29.08
BA/BS	27.68	28.70	29.41	30.12	30.84	31.55	31.99
MA/MS	28.31	29.35	30.08	30.80	31.55	32.27	32.72

<b>SERGEANT</b>							
<b>2017</b> Upon completion of years of service	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
	<b>0</b>	<b>1 yrs.</b>	<b>5 yrs.</b>	<b>10 yrs.</b>	<b>15 yrs.</b>	<b>20 yrs.</b>	<b>25 yrs.</b>
Employees Hired Prior to 7/1/2010							
BA/BS	34.72	36.01	36.90	37.79	38.70	39.58	40.14
MA/MS	36.17	37.50	38.44	39.36	40.31	41.23	41.80
Employees Hired After 7/1/2010							
BA/BS	31.83	33.01	33.82	34.64	35.47	36.28	36.79
MA/MS	32.56	33.75	34.59	35.42	36.28	37.11	37.63

<b>LIEUTENANT</b>							
<b>2017</b> Upon completion of years of service	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
	<b>0</b>	<b>1 yrs.</b>	<b>5 yrs.</b>	<b>10 yrs.</b>	<b>15 yrs.</b>	<b>20 yrs.</b>	<b>25 yrs.</b>
Employees Hired Prior to 7/1/2010							
BA/BS	37.74	39.14	40.11	41.08	42.06	43.03	43.63
MA/MS	39.31	40.76	41.79	42.79	43.81	44.81	45.44
Employees Hired After 7/1/2010							
BA/BS	34.60	35.88	36.76	37.65	38.55	39.44	39.99
MA/MS	35.39	36.69	37.60	38.50	39.44	40.34	40.90





<b>PATROLMAN</b>							
<b>2018</b> Upon completion of years of service	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
	--	1 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Employees Hired Prior to 7/1/2010							
W/O College Degree	25.66	26.61	27.28	27.93	28.60	29.26	29.67
BA/BS	30.79	31.93	32.73	33.52	34.32	35.11	35.60
MA/MS	32.08	33.26	34.09	34.91	35.75	36.57	37.08
Employees Hired After 7/1/2010							
W/O College Degree	25.66	26.61	27.28	27.93	28.60	29.26	29.67
BA/BS	28.23	29.27	30.01	30.72	31.46	32.19	32.64
MA/MS	28.87	29.94	30.69	31.42	32.18	32.92	33.38

<b>SERGEANT</b>							
<b>2018</b> Upon completion of years of service	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
	--	1 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Employees Hired Prior to 7/1/2010							
BA/BS	35.41	36.72	37.64	38.55	39.47	40.38	40.94
MA/MS	36.89	38.25	39.20	40.15	41.11	42.06	42.64
Employees Hired After 7/1/2010							
BA/BS	32.46	33.66	34.51	35.33	36.18	37.02	37.54
MA/MS	33.20	34.43	35.29	36.13	37.01	37.86	38.39

<b>LIEUTENANT</b>							
<b>2018</b> Upon completion of years of service	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
	--	1 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Employees Hired Prior to 7/1/2010							
BA/BS	38.49	39.91	40.91	41.90	42.90	43.89	44.50
MA/MS	40.10	41.58	42.61	43.64	44.69	45.71	46.35
Employees Hired After 7/1/2010							
BA/BS	35.29	36.59	37.51	38.40	39.33	40.24	40.80
MA/MS	36.09	37.43	38.36	39.28	40.23	41.15	41.73



**PATROLMAN**

<b>2019</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
<b>Upon completion of years of service</b>	<b>--</b>	<b>1 yrs.</b>	<b>5 yrs.</b>	<b>10 yrs.</b>	<b>15 yrs.</b>	<b>20 yrs.</b>	<b>25 yrs.</b>
Employees Hired Prior to 7/1/2010							
W/O College Degree	26.17	27.14	27.82	28.49	29.17	29.84	30.26
BA/BS	31.41	32.57	33.38	34.18	35.00	35.81	36.31
MA/MS	32.72	33.93	34.78	35.61	36.46	37.30	37.82
Employees Hired After 7/1/2010							
W/O College Degree	26.17	27.14	27.82	28.49	29.17	29.84	30.26
BA/BS	28.79	29.86	30.61	31.34	32.09	32.83	33.29
MA/MS	29.45	30.54	31.30	32.05	32.82	33.57	34.04

**SERGEANT**

<b>2019</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
<b>Upon completion of years of service</b>	<b>--</b>	<b>1 yrs.</b>	<b>5 yrs.</b>	<b>10 yrs.</b>	<b>15 yrs.</b>	<b>20 yrs.</b>	<b>25 yrs.</b>
Employees Hired Prior to 7/1/2010							
BA/BS	36.12	37.46	38.39	39.31	40.25	41.18	41.76
MA/MS	37.63	39.02	40.00	40.95	41.93	42.90	43.49
Employees Hired After 7/1/2010							
BA/BS	33.11	34.34	35.20	36.04	36.90	37.75	38.28
MA/MS	33.87	35.12	36.00	36.86	37.74	38.61	39.15

**LIEUTENANT**

<b>2019</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
<b>Upon completion of years of service</b>	<b>--</b>	<b>1 yrs.</b>	<b>5 yrs.</b>	<b>10 yrs.</b>	<b>15 yrs.</b>	<b>20 yrs.</b>	<b>25 yrs.</b>
Employees Hired Prior to 7/1/2010							
BA/BS	39.26	40.71	41.73	42.73	43.75	44.76	45.39
MA/MS	40.90	42.41	43.48	44.51	45.58	46.63	47.28
Employees Hired After 7/1/2010							
BA/BS	35.99	37.33	38.26	39.18	40.11	41.04	41.61
MA/MS	36.81	38.18	39.13	40.06	41.03	41.96	42.55

