

Agreement  
Between  
the Town of Halifax  
and  
the Halifax Association of Police Patrolmen  
July 1, 2017 through June 30, 2020

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## **PREAMBLE**

THIS AGREEMENT is made and entered into between the Town of Halifax, hereinafter referred to as the "Town," and Halifax Police Association, hereinafter referred to as the "Association" and/or the "Union."

WITNESSETH, WHEREAS the well-being of the employees covered by this Agreement in the efficient and economic operation of the Police Department requires that orderly and constructive relationships 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 upon the Agreement, now:

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

The Town agrees that all rights and privileges previously granted to the employees will remain in effect unless expressly abridged or modified by this Agreement.

**ARTICLE I**  
**RECOGNITION AND UNIT DESCRIPTION**

SECTION 1. The Town and the Police Chief recognize the Association as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and other conditions of employment, for all employees within the appropriate bargaining unit, employed by the Halifax Police Department.

SECTION 2. The bargaining unit shall include all permanent full-time police officers and permanent intermittent police officers employed by the Town of Halifax Police Department, excluding the chief, deputy chief, lieutenants, sergeants, any student officer as defined by MGL Chapter 41, Section 96B, civilian employees, special and auxiliary employees, managerial and confidential employees, and all other employees of the Town.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

Except where specifically provided herein or in the General Laws of the Commonwealth of Massachusetts, the Town shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of the municipal management, and reserves and maintains all powers, authority prerogatives, including, without limitation, the exclusive right to issue reasonable departmental rules and regulations governing conduct of various Police Department operations.

**ARTICLE III**  
**NON-DISCRIMINATION**

- Section 1. Neither the Town nor the Union shall discriminate against any person on the basis of race, color, creed, national origin, religion, sex, age, sexual orientation or disability (except as these may be a bona fide occupational qualification allowed by law.)
- Section 2. Neither the Town nor the Union shall discriminate against any employee based on membership or non-membership in the Union.

**ARTICLE IV**  
**DUES AND DEDUCTION**

- SECTION 1. Pursuant to General Laws, Chapter 180, Section 17A, the Town agrees to deduct Union dues from employee's wages, as the employee has individually and voluntarily authorized the Town to deduct and transmit the amount so authorized to c/o the Treasurer, Halifax Police Association.
- SECTION 2. Each employee who desires to authorize such deductions shall file with the treasurer of the Town a signed and dated Union payroll deduction authorization form authorizing the Town to deduct and to remit to the Association an amount of money equal to the dues required for membership in the Union, a waiver of all rights and claims against the Town, and the officers and agents thereof, for monies deducted and remitted in accordance with said authorization, an agreement that such deductions and remittances shall continue from year to year as so authorized, unless such employee notifies the treasurer in writing of his

desire to discontinue or change such authorization. Said notice to be given at least sixty (60) days in advance of the effective date of said discontinuance or change. Dues deductions will be made monthly.

## **ARTICLE V**

### **AGENCY SERVICE FEE**

SECTION 1. Any employee who chooses not to become or remain a dues paying member of the Halifax Police Association shall be required to pay, as a condition of employment, an agency service fee equal to the amount of money assessed to each member of the bargaining unit proportionately reflecting the commensurate cost of collective bargaining and contract administration to be borne equally by members and non-members of the Halifax Police Association. Upon receipt of a written authorization, the Town shall deduct the certified amount of the agency service fee from the biweekly pay of an employee authorizing such deduction and remit said fee to the Halifax Police Association in conjunction with regular Halifax Police Association dues.

SECTION 2. The obligation to pay an agency service fee shall become effective thirty (30) days after the effective date of this Agreement, thirty (30) days after the commencement of employment, or thirty (30) days after an employee ceases to be a dues paying member of the Halifax Police Association, whichever is later.



**ARTICLE VI**  
**UNION BUSINESS**

SECTION 1. The Association officials and representatives are as follows: President, Vice President, Secretary-Treasurer, Steward.

SECTION 2. The Association shall keep the Town and Police Chief informed as to any changes in the identity of its officials.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

SECTION 1. A grievance shall be defined as an alleged violation of any of the express terms of this agreement or any question involving the interpretation or application of a provision of this agreement. Grievances shall be processed in the following manner:

Step 1. Any employee who has a grievance shall reduce the grievance to writing and take up said grievance with the Chief of Police within ten (10) days of the date the cause of action which resulted in the grievance first arose or became known to the employee. The employee is entitled to have a representative of the Union present during such discussion with the Chief and a sincere effort to resolve the grievance will be made at this meeting. The written grievance shall set forth the following information:

(a) a reasonable, concise statement of the grievance stating that part of the agreement which has been violated.

(b) a statement of the remedy or relief sought.

(c) evidence, documentary if possible, to support this grievance.

(d) a statement as to when the cause of action which has resulted in the grievance arose or became known to the employee.

The written decision of the Chief will be rendered within five (5) days of receipt of the grievance or, if the parties mutually agree to hold discussions at a later date, the end of discussions.

Step 2. If the decision of the Chief of Police is not satisfactory to the Union, it may be appealed to the Board of Selectmen within fifteen (15) days of the date of the Chief's decision or date on which said decision is due, whichever first occurs. At the request of the employee or the Union, the Selectmen shall hold a hearing to discuss the grievance. The decision of the Board of Selectmen shall be issued in writing within twenty-five (25) days of receipt of the grievance, with a copy mailed or delivered in hand to the Local Union President.

Step 3. If the decision of the Board of Selectmen is not satisfactory, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) days of receipt of the Selectmen's decision or date when said decision

is due, whichever comes first. Submission to arbitration shall be accomplished by mailing a letter to the American Arbitration Association (AAA), postage prepaid, with a copy to the Selectmen.

SECTION 2. The selection of the arbitrator and conduct of the arbitration proceedings shall be in accordance with the then existing voluntary labor arbitration rules of the American Arbitration Association. The costs of the arbitration shall be shared equally by the parties. The arbitrator shall have no power to alter, amend, modify, add to or subtract from the express terms of this agreement. The decision of the arbitrator shall be final and binding on both parties.

SECTION 3. Time limits. Failure by the Union to initiate and process a grievance in accordance with the time limits established in Steps 1 through 3 shall be deemed a waiver of the grievance.

SECTION 4. The Town will make available, upon request, such records as the parties agree are pertinent to arbitration and are not, in the Town's opinion, of a confidential nature.

SECTION 5. Each party shall bear the full cost of preparing and presenting its own case. The fee of the arbitrator and his incidental expenses shall be shared equally by the Town and the Union. The decision at any step in the grievance procedure, including the decision of the arbitrator, shall not be retroactive to a date more than ten (10) days prior to the date the grievance was first submitted in writing to the Chief of Police. The time limits provided in various steps of the grievance may be extended by mutual agreement of both parties in writing. Any grievance not appealed to the next higher step in accordance with the time limits shown, or

mutually extended, shall be considered settled on the basis of the last decision rendered by the Town or the Chief of Police.

SECTION 6 No employee who has completed twelve (12) months of continuous service shall be disciplined or discharged without just cause. Discipline or discharge of an employee with less than twelve (12) months service shall not be subject to the grievance and arbitration procedure.

SECTION 7. Notwithstanding any provision of this agreement to the contrary, any employee who has completed his probationary period and who is disciplined or discharged may elect to file a grievance under the contract or pursue his remedies under Civil Service Law. Said election shall serve as the exclusive remedy for resolving the issue. Such an election of remedies must be made prior to submitting a grievance to arbitration and within the ten (10) day period specified in GL c.31, s.43, following a decision by the Appointing Authority in a disciplinary matter.

**ARTICLE VIII**  
**WAGES AND SALARY SCHEDULE**

**SALARY SCHEDULE**

July 1, 2017 - June 30, 2018

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	24.0841	25.4224	26.7608	28.1124	29.496	30.3809
Police Officer (Permanent Intermittent)	23.6440					

If the Town negotiates a general wage increase with any bargaining unit except for bargaining units representing employees at the Halifax Elementary School, for the year beginning July 1, 2017, July 1, 2018 or July 1, 2019 or if the Town Meeting approves a general wage increase for employees under the Wage and Personnel By-Law for the year beginning July 1, 2017, July 1, 2018 or July 1, 2019 then the Union shall have the right to reopen this agreement for the limited purpose of negotiating a wage increase as listed in the Wage Schedule to be effective on July 1, 2017, July 1, 2018 or July 1, 2019 respectively.

The Union may reopen this agreement for the limited purpose of negotiating a wage increase as listed in the Wage Schedule to be effective on July 1, 2018 and/or July 1, 2019. Should the Union choose to reopen for this limited purpose, it shall provide written notice to the Board of Selectmen on or before March 1, 2018 for negotiations for the year beginning July 1, 2018 and on or before March 1, 2019 for negotiations for the year beginning July 1, 2019. Failure to provide such notice shall result in the existing salary to continue through the next fiscal year only.

SECTION 2. Reserved.

SECTION 3. Reserved.

SECTION 4. The regular weekly pay for all full-time patrol officers shall be equal to forty (40) hours of regular pay.

SECTION 5. All employees hired as permanent full-time patrol officers before July 1, 2005 not at Step 4 or Step 5 shall advance to the next higher step of the new classification and pay scale upon completion of each year's service (anniversary date).

All employees hired as permanent full-time patrol officers before July 1, 2005 who are on Step 4 shall advance to Step 5 upon completion of ten years of continuous service with the Halifax Police Department. (anniversary date).

All employees hired as permanent full-time patrol officers before July 1, 2005 who are on Step 5 shall advance to Step 6 upon completion of twelve years of continuous service with the Halifax Police Department. (anniversary date).

SECTION 6. All employees hired as permanent full-time patrol officers on or after July 1, 2005 shall advance to the next higher step upon completion of the years of service (anniversary date) as listed in the following table:

Step 2	One (1) year of continuous service with the Halifax Police Department
Step 3	Two (2) years of continuous service with the Halifax Police Department
Step 4	Four (4) years of continuous service with the Halifax Police Department
Step 5	Six (6) years of continuous service with the Halifax Police Department
Step 6	Eight (8) years of continuous service with the Halifax Police Department

SECTION 7. All employees who have completed twenty-five (25) years of continuous full-time service as a member of the Halifax Police Department shall be paid 5% more than the hourly wage shown on Step 5.

## SECTION 8. NIGHT SHIFT DIFFERENTIAL

- (a) Effective July 1, 2014, employees regularly assigned to work the early night (4:00 p.m. to 12:00 a.m.) or late night (12:00 a.m. to 8:00 a.m.) shifts shall be paid a differential of one dollar and twenty-five cents (\$1.25) per hour. This differential is to be added to the employee's base pay after any educational or other incentives and is to be included in determining the employee's hourly overtime rate.

SECTION 9. BIWEEKLY PAYROLL. The Town shall have the right to continue a biweekly payroll system during the term of the Agreement.

## **ARTICLE IX HOURS OF WORK**

### SECTION 1

- (a) Employees shall be scheduled to work the following regular, permanent tours of duty (work shifts)

8:00 a.m.	to	4:00 p.m.
4:00 p.m.	to	12:00 a.m.
12:00 a.m.	to	8:00 a.m.

- (b) Notwithstanding the foregoing, the Chief shall have the right to assign an officer to a temporary shift, with hours differing from the shifts specified

in paragraph (a), for purposes of covering special situations or emergencies requiring such other temporary shifts. Said assignment shall be for a maximum of three months.

SECTION 2 Seniority will be used to determine shift assignments for patrol officers twice (2) times per year, which shall be effective the on January 1 and July 1 of each year. Shift bids shall be conspicuously posted by the Police Chief on December 1 and June 1 of each year and shall include the projected staffing levels for patrol officers for each shift. The deadline for submitting a bid request to the Police Chief shall be noon on December 8 and June 8 of each year and all bid requests shall be made in writing. A patrol officer shall be able to file, with the Police Chief, a letter stating their bid shift preferences, that shall be effective until the patrol officer submits another letter canceling his/her previous preferences. Any patrol officer failing to submit a bid request by the deadline shall be assigned, at the sole discretion of the Chief, to whatever vacancy remains. The Police Chief shall post shift assignments on December 15 and June 15 of each year. Patrol officers on vacation during the bidding process shall be allowed to submit their request prior to their leaving on vacation. No officer whose shift changes as a result of a bid while he/she is out on IOD or approved medical leave shall begin receiving or lose any assignment differential (night shift differential) associated with his/her new assignment until such time as he/she has actually returned to duty, provided he/she was receiving such differential before the change in shifts. All grievances under this Section shall be subject to the Grievance Procedure, but under no circumstances subject to the final and binding arbitration provisions thereof.



SECTION 3. All employees will receive not less than two (2) consecutive days off weekly, in accordance with the characteristics of the four and two work schedule. All employees under such four on, two off work schedule shall receive fourteen (14) days off in each six week period. An employee's days off shall drop back one (1) day each week.

Exempted from the regular four and two work schedule, so-called, shall be employees assigned as follows:

- (1) Employees attending school, training or courses on assignment of the Chief of Police.
- (2) Employees assigned to specialized duty on order of the Chief of Police.
- (3) A patrol officer assigned as a Detective by the Chief of Police and assigned a schedule of five (5) consecutive days on and two (2) consecutive days off by the Chief of Police.
- (4) A patrol officer assigned as a Prosecutor by the Chief of Police and assigned a schedule of five (5) consecutive days on and two (2) consecutive days off by the Chief of Police. Said officer shall work from 7:00am to 3:00pm or from 8:00am to 4:00pm during each day of work. These hours may be changed with the permission of the Chief of Police. Said officer shall use the compensation days described below on the days listed as holidays in Article XIII (Holidays) of this contract.

Any employee characterized above shall work five (5) consecutive days on and receive two (2) consecutive days off. Such employees so assigned shall be entitled to and shall receive in addition to two (2) consecutive days off weekly, an additional one (1) day off, each three (3) weeks or otherwise, in accordance with a schedule that shall be determined by the Chief of Police, for a total of seventeen (17) additional days off in each fiscal year. This will assume that each employee so assigned shall receive the same number of days off annually as will employees working the regular four and two work schedule described in this section.

It is understood that, with the approval of the Chief, the seventeen (17) days off referenced above may be carried over from one fiscal year to the next in whole or in part.

SECTION 4. An employee who has left his place of employment after having completed work on his regular shift and is called back to work shall be paid a three (3) hour minimum on a time and one-half basis except where the call-back hours run into the employee's regular shift in which case the time and one-half rate will be paid only for hours worked in advance of the regular shift starting time and the straight time rate will be paid for hours worked thereafter.

SECTION 5. All employees shall be scheduled to work on shifts, and each work shift shall have a regular starting time and quitting time.

SECTION 6. Regular work schedule for full time employees will be made up one month in advance.

- SECTION 7. (a) Overtime shall be paid at a time and one-half rate for all hours worked, not including any hours paid as sick leave, in excess of forty (40) hours during each of the four (4) weeks an employee is regularly scheduled to work forty (40) hours and in excess of thirty-two (32) hours during each of the two (2) weeks an employee is regularly scheduled to work thirty-two (32) hours. The hourly rate for full-time officers shall be paid on the basis of forty (40) hours a week.
- (b) Notwithstanding paragraph (a), any hours worked for the following reasons shall be paid at a time and one-half rate for all hours worked:
- I. Call back hours per Article IX, Hours of Work, Section 4 but not including the filling of open shifts per Article XVI, Extra Paid Details.
  - II. Extension of regular, permanent tours of duty (work shifts) after the time for the end of the shift per Article IX, Hours of Work, Section 1 (a).
  - III. Court Time per Article X, Court Time.
- (c) Patrol officers may request that hours worked due to situations, events, incidents, or Police Department policies and not included in the exceptions in paragraph (b) be paid at a time and one-half rate for all hours worked notwithstanding paragraph (a). Patrol officers shall make this request, in writing, to the Police Chief no later than seven (7) days of the hours worked. The Police Chief or the Chief's designee shall make a recommendation, in writing, to the Board of Selectmen as to whether the request should be granted, said recommendation being made no later than seven (7) days of the request being made. The Board of Selectmen shall

decide whether to grant the request no later than twenty-one (21) days of the date of receipt of the recommendation from the Police Chief. The decision shall be in writing and a copy provided to the patrol officer making the request, the Police Chief, and the Union. The decision by the Board is not grievable.

SECTION 8. Notwithstanding any provision of this Article to the contrary, no officer shall be permitted to work more than sixteen (16) hours in a twenty-four (24) hour period, except in cases of emergency, as a result of any combination of regular hours, overtime hours, and detail hours.

SECTION 9. Substitutions or swaps shall not be at overtime rates or result in any added costs to the Town.

## **ARTICLE X**

### **COURT TIME**

SECTION 1. An employee on duty at night or on vacation, furlough, or on a day off, summoned to attend as a witness on behalf of the Commonwealth or the Town in which either is a party litigant or in any other matter, criminal or civil pending in any Court of the Commonwealth, if the employee is called as a witness solely with his or her responsibilities as a police officer for the Town of Halifax and if given permission to attend by the Chief of Police or the Board of Selectmen, said permission not to be unreasonably withheld, shall be entitled to and shall receive additional compensation in accordance with the following:

- (a) Effective January 1, 1996, the Town agrees to pay a six dollar (\$6.00) meal allowance to any employee who remains in court for a period in excess of four (4) hours.
- (b) The Town agrees to pay for said appearances a three (3) hour minimum at a rate of time and one-half and time and one-half thereafter regardless of the Court in which the members of the bargaining unit appear.

SECTION 2. MILEAGE ALLOWANCE Employees using a personal motor vehicle on authorized Town business shall be reimbursed at the Town established rate per mile.

## **ARTICLE XI**

### **EDUCATION**

SECTION 1. Any patrol officer in the Halifax Police Department shall be reimbursed for 80% of the cost of tuition, books, and educational fees for courses taken in police science, law enforcement, or related fields. All courses must be taken at colleges or universities accredited by a regional accrediting agency. The patrol officer must notify the Board of Selectmen before September 1 of the fiscal year preceding the fiscal year in which the patrol officer will take the course of the patrol officer's intention to take the course and the amount of reimbursement that will be requested. The patrol officer must have the written approval of the Board of Selectmen prior to the taking of the course. No reimbursement shall be given for any course(s) in which the patrol officer receives a grade of less than B. No reimbursement shall be made until an official transcript of the course(s) and

grade(s) is received from the institution by the Chief of Police. The patrol officer is solely responsible for initiating and fulfilling all the provisions of this Section.

SECTION 2. Any permanent full-time patrol officer in the Halifax Police Department shall receive an annual stipend of \$2,500 for an associate's degree, or an annual stipend of \$5,500 for a bachelor's degree if said degree is in criminal justice or law enforcement, or an annual stipend of \$5,500 for a J.D. (Juris Doctor) degree, and said degree is from a college or university accredited by a regional accrediting agency such as the New England Association of Schools and Colleges and in a program approved by the Massachusetts Department of Higher Education under the provisions of Massachusetts General Laws, Chapter 41, Section 108L. Each patrol officer shall not receive more than one said stipend. Said payment shall be paid calculated into the employee's hourly base pay and used for the calculation of overtime. Payments made under this section shall be at the request of the employee and the employee shall provide verification to the Town of the earning of said degree.

Any permanent full-time patrol officer employed by the Halifax Police Department as of July 1, 2014 shall receive an annual stipend of \$2,500 for an associate's degree or an annual stipend of \$5,500 for a bachelor's degree if said degree was awarded no later than July 1, 2014 and is in criminal justice, law enforcement, business administration or business management, or an annual stipend of \$5,500 for a J.D (Juris Doctor) degree, and said degree is from a college or university accredited by a regional accrediting agency such as the New England Association of Schools and Colleges and in a program approved by the Massachusetts Department of Higher Education under the provisions of

Massachusetts General Laws, Chapter 41, Section 108L except that degrees in business administration or business management from a college or university accredited by a regional accrediting agency such as the New England Association of Schools and Colleges but not in a program approved by the Massachusetts Department of Higher Education under the provisions of Massachusetts General Laws, Chapter 41, Section 108L shall be acceptable. Each patrol officer shall not receive no more than one said stipend. Said payment shall be paid calculated into the employee's hourly base pay and used for the calculation of overtime. Payments made under this section shall be at the request of the employee and the employee shall provide verification to the Town of the earning of said degree.

## **ARTICLE XII**

### **ANIMAL CONTROL DUTIES**

SECTION 1. All members of the bargaining unit shall perform the duties of the Assistant Animal Control Officer as written in the Halifax Police Department Manual.

## **ARTICLE XIII**

### **HOLIDAYS**

The following days shall be paid holidays for full-time employees only:

One half day before

Labor Day

New Year's Day

Columbus Day

New Year's Day

Veteran's Day

Martin Luther King's Day	Thanksgiving Day
Washington's Birthday	One half day before
Patriot's Day	Christmas Day
Memorial Day	Christmas Day
Independence Day	

- (a) Any full-time employee whose regular day off falls on any of the aforementioned holidays shall be paid for the holiday.
- (b) Any full-time employee required to work on a holiday listed above, other than Thanksgiving Day, Christmas Day, or New Year's Day, will be paid straight time for the hours worked on that day plus an additional day's pay for the holiday. Any full-time employee required to work on Thanksgiving Day, Christmas Day or New Year's Day will be paid for the hours worked on that day at one and one-half times the employee's regular rate of pay plus an additional day's pay for the holiday. When a holiday occurs during an employee's regular scheduled vacation, he shall be granted an additional day of vacation.
- (c) The employee has the option of receiving holiday pay on a semiannual basis provided such a request is put in writing to the Chief by June 15 and December 1.

## **ARTICLE XIV**

### **UNIFORM AND PROTECTIVE CLOTHING**

- A. The initial issue of required uniforms, protective clothing, or any type of protective dress shall be furnished to the employee of the Town. Following the



year of initial issue, employees shall receive the clothing allowance specified by the Agreement in paragraph D in the second full year and subsequent years of employment.

- B. The employer agrees to provide all materials, equipment and license fees required to perform the duties assigned to the employee covered by this Agreement with the exception of a driver's license.
  
- C. The Town will pay for all initial tailoring and for any repairs to clothing or equipment caused in the line of duty, with the exception of normal wear and so long as damage was not due to employee negligence.
  
- D. The clothing allowance shall be in accordance with the following schedule:

	Fiscal Year	Fiscal Year	Fiscal Year
	2018	2019	2020
Permanent Intermittent Officers	\$350.00	\$350.00	\$350.00

There shall, as of July 1, 2016, not be a separate clothing allowance for full-time officers. Officers shall be responsible for the purchase of all necessary clothing and shall not be compensated by the Town for such purchases.

- E. Permanent intermittent police will be provided with clothing and equipment by the Town, as defined by the Chief of Police.
  
- F. **Reserved.**

- G. Each patrol officer shall be able to purchase and be reimbursed by the Town or to provide bills to the Town to be paid by the Town for purchases made using the patrol officer's clothing allowance. The Town shall provide reimbursements or make payments only if the items purchased are non-taxable items according to the regulations, rules, and policies of the United States Internal Revenue Service (IRS).
- H. The following material (items) shall constitute the full-time officer's uniform and equipment including any other items allowed by the Police Chief:

**Weapons**

1 semi-automatic pistol

4 Pants  
4 Long sleeve shirts  
4 Short sleeve shirts  
1 Three season Jacket (water proof)  
1 Cruiser Jacket  
1 Hat  
1 Tie  
1 Ballistic Vest  
1 Gun Belt, with all necessary equipment  
1 Flashlight  
1 Pair Handcuffs  
1 Set Badges, and required accoutrements

This list is not all inclusive, all items, styles, and models of equipment will be set by the Chief of Police.

The employee must maintain the required uniform items in good appearance and exhausting the full allowance shall not excuse this need to purchase necessary items at the direction of the Chief.

- I. All members of the bargaining unit shall be required to comply with the Police Department's policies and procedures concerning bullet resistant vests.
- J. A member of the bargaining unit, upon the member's end of employment with the Halifax Police Department, shall return all uniforms, equipment and gear to the Police Chief or the Chief's designee.

## **ARTICLE XV**

### **DEPARTMENTAL SENIORITY**

SECTION 1. Seniority in the bargaining unit shall be defined as continuous years of service as a full-time police officer for the Town of Halifax. The principle of seniority shall govern and control in all cases within the department work force as to preference to vacancies, promotions and choice of vacation periods. Promotion to vacancies shall be in accordance with Civil Service laws and rules and regulations and all other state laws.

## **ARTICLE XVI**

### **EXTRA PAID DETAILS**

The following provisions shall govern the assignment of open shifts and extra paid details:

SECTION 1. When the Chief or the Chief's designee, in that person's exclusive judgment, determines it is necessary to fill an open shift caused by the absence of a patrol officer, and that assignment is offered to patrol officers, the Chief or the senior patrol officer on shift shall fill the shift in the following manner:

- a. Full-time patrol officers shall be offered open shifts based on the “low-man” principle.
- b. The “low man” list shall be established based on departmental seniority, as defined in Article XV, with the most senior full-time patrol officer at the top followed by the remaining full-time patrol officers, in descending order of seniority.
- c. Each vacant shift shall be filled by being offered to the full-time patrol officer with the lowest number of hours who is available to work said shift. Where full-time patrol officers have the same number of hours, seniority shall govern. Full-time patrol officers shall be offered such vacant shifts in accordance with the “low man” principle until the shift is filled.
- d. All overtime hours worked shall be posted in the ledger by the full-time patrol officers at the completion of their assignments.
- e. Effective July 1 and January 1 of each year, the list shall be “zeroed” out and all full-time patrol officers shall return to having zero hours.
- f. All shifts shall be called within one (1) hour of notification of the shifts being open.
- g. The Association reserves the right to improve or change this procedure as necessary with no adverse effect to the Town.

SECTION 2. When the Chief or the Chief's designee, in that person's exclusive judgment, determines it is necessary to fill an open shift caused by the absence of a patrol officer of the Halifax Police Department, and that assignment has been offered to all full-time patrol officers and none of them volunteer to work, the assignment shall be made as follows:

All shifts shall be offered to each sergeant on the basis of seniority.

SECTION 3. When the Chief or the Chief's designee, in that person's exclusive judgment, determines it is necessary to fill an open shift caused by the absence of a patrol officer of the Halifax Police Department, and that assignment has been offered to all full-time patrol officers and all sergeants and none of them volunteer to work, the Chief or the senior patrol officer on shift shall fill the shift in the following manner:

- a. Intermittent patrol officers shall be offered open shifts based on the "low-man" principle.
- b. The "low man" list shall be established based on departmental seniority, as defined in Article XV, with the most senior intermittent patrol officer at the top followed by the remaining intermittent patrol officers, in descending order of seniority.
- c. Each vacant shift shall be filled by being offered to the intermittent patrol officer with the lowest number of hours who is available to work said

shift. Where intermittent patrol officers have the same number of hours, seniority shall govern. Intermittent patrol officers shall be offered such vacant shifts in accordance with the “low man” principle until the shift is filled.

- d. All overtime hours worked shall be posted in the ledger by the intermittent patrol officers at the completion of their assignments.
- e. Effective July 1 and January 1 of each year, the list shall be “zeroed” out and all intermittent patrol officers shall return to having zero hours.
- f. All shifts shall be called within one (1) hour of notification of the shifts being open.
- g. The Association reserves the right to improve or change this procedure as necessary with no adverse effect to the Town.

SECTION 4. When the Chief or the Chief’s designee, in that person’s exclusive judgment, determines it is necessary to fill an open shift caused by the absence of a sergeant, assignments shall be made as follows:

All shifts shall be offered to each sergeant on the basis of seniority.

SECTION 5. When the Chief or the Chief’s designee, in that person’s exclusive judgment, determines it is necessary to fill an open shift caused by the absence of a sergeant, and that assignment is offered to all sergeants and none of them volunteer to

work, the Chief or the senior patrol officer on shift shall fill the shift in the following manner:

- a. Full-time patrol officers shall be offered open shifts based on the “low-man” principle.
- b. The “low man” list shall be established based on departmental seniority, as defined in Article XV, with the most senior full-time patrol officer at the top followed by the remaining full-time patrol officers, in descending order of seniority.
- c. Each vacant shift shall be filled by being offered to the full-time patrol officer with the lowest number of hours who is available to work said shift. Where full-time patrol officers have the same number of hours, seniority shall govern. Full-time patrol officers shall be offered such vacant shifts in accordance with the “low man” principle until the shift is filled.
- d. All overtime hours worked shall be posted in the ledger by the full-time patrol officers at the completion of their assignments.
- e. Effective July 1 and January 1 of each year, the list shall be “zeroed” out and all full-time patrol officers shall return to having zero hours.
- f. All shifts shall be called within one (1) hour of notification of the shifts being open.

- g. The Association reserves the right to improve or change this procedure as necessary with no adverse effect to the Town.

SECTION 6. When the Chief or the Chief's designee, in that person's exclusive judgment, determines it is necessary to fill an open shift caused by the absence of a sergeant of the Halifax Police Department, and that assignment has been offered to all full-time patrol officers and all sergeants and none of them volunteer to work, the assignment shall be made to all permanent intermittent patrol officers as follows:

- a. Intermittent patrol officers shall be offered open shifts based on the "low-man" principle.
- b. The "low man" list shall be established based on departmental seniority, as defined in Article XV, with the most senior intermittent patrol officer at the top followed by the remaining intermittent patrol officers, in descending order of seniority.
- c. Each vacant shift shall be filled by being offered to the intermittent patrol officer with the lowest number of hours who is available to work said shift. Where intermittent patrol officers have the same number of hours, seniority shall govern. Intermittent patrol officers shall be offered such vacant shifts in accordance with the "low man" principle until the shift is filled.



- d. All overtime hours worked shall be posted in the ledger by the intermittent patrol officers at the completion of their assignments.
- e. Effective July 1 and January 1 of each year, the list shall be “zeroed” out and all intermittent patrol officers shall return to having zero hours.
- f. All shifts shall be called within one (1) hour of notification of the shifts being open.
- g. The Association reserves the right to improve or change this procedure as necessary with no adverse effect to the Town.

SECTION 7. Should all sergeants and full-time and permanent intermittent patrol officers decline overtime opportunities afforded by Sections 1 through 6, the Chief or the Chief’s designee may choose to assign the work to someone other than a sergeant, a full-time patrol officer, or a permanent intermittent patrol officer.

SECTION 8. For all details, a two (2) hour minimum shall be paid in case of cancellation unless the officer is notified at least two hours in advance; no such assignments shall be made until the person or organization requesting services has agreed to pay the following rates:

- (a) Effective on the date of execution of this agreement, the hourly rate for outside paid details (the detail rate), excluding Town and School Department details, shall be based upon the largest overtime rate for a patrol officer (including stipends and bonuses). This amount shall be

updated on July 1 of each year and shall remain that amount for that fiscal year. This amount shall be the overtime rate for first eight (8) hours of a detail. Any hours over eight (8) will be at time and one half of this rate.

- (b) Effective on the date of execution of this agreement, the detail rate for Town and School Department details shall be based upon the employee's time and one-half rate of pay.
- (c) It is agreed that each detail will have a four (4) hour minimum, which will become an eight (8) hour minimum after the first four (4) hours, except as follows: Town and School Department details will have two (2) hour minimum. Town and School Department details are defined as details paid for in whole or in part, directly or indirectly, with Town funds.

SECTION 9. All monies secured for extra paid details shall be made payable to the Treasurer of the Town of Halifax for disbursements. Each officer is to provide on a weekly basis, to the Police Chief all extra details worked by him/her during that week - both in and outside of Halifax.

SECTION 10. Records of work details shall be available to the Halifax Police Association President for inspection and use upon request to the Chief in writing.

SECTION 11. The Town will administer the Extra Detail Program in accordance with the provisions of MGL Chapter 44, Section 53C.

**ARTICLE XVII**  
**INSURANCE AND RETIREMENT PLAN**

Group Insurance Plan

All employees in the Halifax Police Department shall be eligible to participate in the present group insurance plan in accordance with the provisions of said plan in force and effect during the term of this Agreement for employees of the Town of Halifax.

**ARTICLE XVIII**  
**SICK LEAVE**

SECTION 1. Each employee shall be credited with sick leave with pay at the rate of one and one-fourth days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed.

SECTION 2. Permanent intermittent employees shall not be granted sick leave credits. Any permanent intermittent patrol officer employed with the Halifax Police Department on July 1, 2001 shall have his or her sick leave credits frozen as of that date. They can be used, but they cannot continue to be accumulated.

SECTION 3. Sick leave accumulation shall be allowed up to a maximum of one hundred eighty (180) days.

SECTION 4. Upon return to work following a sick leave in excess of four (4) consecutive days, an employee may be required to undergo a medical examination to determine his or her fitness for work. If the Town requires a medical examination by a physician of its choice, said examination shall be solely at the Town's expense. Except in the case of injury, if the employee so desires, he or she may be examined by a physician of his or her choice but, in that event, said examination shall be solely at the employee's expense.

After an employee has been warned that his sick leave has established a pattern of abuse, e.g., taking days off before or after holidays or regular days off, subsequent abuse may be a basis for more serious discipline.

Where a full-time employee covered by this Agreement calls in sick on a holiday for which he/she is scheduled to work and said employee is paid sick leave as provided herein, he/she shall not in addition thereto be paid the additional holiday pay for that holiday (on which he reported sick) to which he/she would normally be entitled to under Article XIII(b). Where an employee is being paid injured leave pay under General Laws, Chapter 41, Section 111F, he or she will receive both the holiday pay specified under this Article and the pay under General Laws, Chapter 41, Section 111F (i.e., two (2) day's pay.)

SECTION 5. Any employee, who was a member of the bargaining unit on June 30, 2012 who uses no sick leave during the fiscal year shall receive a bonus to be the equivalent of four days' pay. Any employee who uses no more than one sick leave day during the fiscal year shall receive a bonus to be the equivalent of three day's pay.

Any employee who uses no more than two sick days during the fiscal year shall receive a bonus to be the equivalent of two days' pay. Any employee who uses no more than three sick leave days during the fiscal year shall receive a bonus to be the equivalent of one day's pay.

Any employee, who was not a member of the bargaining unit on June 30, 2012 who uses no sick leave during the fiscal year shall receive a bonus to be the equivalent of forty (40) hours pay. Any employee who uses no more than eight (8) hours of sick leave during the fiscal year shall receive a bonus to be the equivalent of thirty-two (32) hours of pay. Any employee who uses no more than sixteen (16) hours of sick leave during the fiscal year shall receive a bonus to be the equivalent of twenty-four (24) hours of pay. Any employee who uses no more than twenty-four (24) hours of sick leave during the fiscal year shall receive a bonus to be the equivalent of sixteen (16) hours of pay. Any employee who uses no more than thirty-two (32) hours of sick leave during the fiscal year shall receive a bonus to be the equivalent of eight (8) hours of pay.

**SECTION 6. SICK LEAVE BUY BACK** - Any permanent full-time employee, who was a member of the bargaining unit on June 30, 2012, who retires after twenty years of full-time service to the Town of Halifax, or any permanent full-time employee, who was a member of the bargaining unit on June 30, 2012, who is required to retire prior to his/her 20 years of service due to injury sustained on the job, for which he/she has been approved for 111F Benefits, shall be compensated for 25% of all unused, accumulated sick leave in accordance with the following provisions:

- The employee must notify the Police Chief in writing on or before November 1st of the fiscal year prior to the fiscal year of intended retirement, giving the Chief the actual date of intended retirement.
- Computation of this benefit shall be based on 25% of the employee's unused accumulated sick leave or 50 days, whichever is less, and shall be based on the employee's rate of pay at the time of retirement.
- This compensation shall be paid at the last pay period immediately preceding the actual effective date of retirement.
- Part-time service may be considered in accumulating full-time years (a year to be 2080 hours worked).

This Section shall apply to all individuals who were members of the bargaining unit on June 30, 2012 and shall apply as long as they hold a uniformed position with the Halifax Police Department.

## **ARTICLE XIX**

### **PERSONAL LEAVE**

SECTION 1. Each employee shall be allowed two (2) personal days per year independent of any other leave.

**ARTICLE XX**  
**BEREAVEMENT LEAVE**

In the event of death in the immediate family, i.e. spouse, brother, sister, or parent of either spouse, the employee will be granted a leave up to three (3) days with pay. A leave of one day will be granted with pay to attend the services of grandparents. Funeral leave shall not be charged to sick leave or vacation leave and shall not be accumulated.

**ARTICLE XXI**  
**VACATIONS**

- A. Every employee occupying a full-time position, in which the employee has been in continuous full-time service with the Town of Halifax for twelve (12) months, shall be granted eighty (80) hours of vacation leave with pay. After five (5) years of continuous service as a full-time member with the Halifax Police Department, the employee shall be granted one hundred twenty (120) hours of vacation leave. After ten (10) years of continuous service as a full-time member with the Halifax Police Department, the employee shall be granted one hundred sixty (160) hours of vacation leave. After fifteen (15) years of continuous service as a full-time member with the Halifax Police Department, the employee shall be granted eight (8) additional hours for each year of full-time service, with a maximum of two hundred (200) hours. All such vacation leave shall be granted only if the employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of July of such year. If the employee has worked less than thirty (30) weeks of aggregate time during the twelve (12)

months preceding the first day of July of such year, the employee shall be granted eight (8) vacation hours for each two (2) calendar months actually worked. Such vacation shall be granted by the Chief of Police at such time as in his opinion will cause the least interference with the performance of the regular work force.

- B. Vacations must be taken in the year in which they are due and shall not accumulate from year to year, except that employees may carry over up to two (2) weeks of accrued vacation time from one fiscal year to the following fiscal year where the employee receives prior written approval from the Police Chief and the Board of Selectmen. All such requests for carry over of vacation time must be submitted to the Police Chief by May 1st in the fiscal year. Employees may use vacation time in single day increments provided they receive the prior approval of the Police Chief.
- C. Upon death of an employee eligible for vacation leave, payment shall be made to the estate or heirs of the deceased for that proportion of the vacation accrued in the calendar year prior to death which the number of days worked bears to the total working days in such year.
- D. Employees eligible for vacation leave whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid for that proportion of the vacation accrued in the calendar year during which such termination occurred, which the number of days worked bears to the number of working days in each year.



## **ARTICLE XXII**

### **SAFETY**

SECTION 1. No police officer shall be compelled to do any repairs other than emergency repairs. Changing tires should be considered emergency repairs. Emergency repairs shall be performed, weather permitting.

SECTION 2. It shall be the duty of the senior officer to report any vehicle or equipment in need of repair to the Chief.

SECTION 3. Cruisers will be equipped with the following items for the safety and/or protection of the officers and the public:

- (a) First Aid Kit
- (b) Fire Extinguisher
- (c) Flares
- (d) Automatic defibrillator

## **ARTICLE XXIII**

### **MEAL PERIODS AND REST PERIODS**

1. All employees shall be granted meal periods of one-half hour duration during each work shift. Said one-half hour meal period to be included within the eight (8) hour shift.
2. All employee work schedules shall provide for two (2) fifteen (15) minute rest periods during each eight (8) hour shift.

**ARTICLE XXIV**  
**MISCELLANEOUS**

Space shall be provided in the Police Station for an Association bulletin board.

**ARTICLE XXV**  
**POLICE TRAINING SCHOOLS**

Attendance at all police training schools, other than mandatory schools shall be at the discretion of the Police Chief.

**ARTICLE XXVI**  
**LONGEVITY**

A full-time employee will be paid longevity compensation on his/her employment anniversary date according to the following schedule:

Upon completion of:

10-14	years of continuous full-time service	\$520/year
15-19	years of continuous full-time service	\$750/year
20-24	years of continuous full-time service	\$1,000/year
25-29	years of continuous full-time service	\$1,250/year
30+	years of continuous full-time service	\$1,500/year

Part-time service may be considered in accumulating full-time years (a year to be 2080 hours worked).

## **ARTICLE XXVII**

### **SPECIALTY PAY**

The Chief of Police may designate patrol officers as prosecutor, technology officer, safety officer or elder affairs officer. If the Chief chooses to make such designations and these positions are open, then the Chief shall post these positions for fourteen days during which patrol officers interested in serving in these positions shall apply to the Police Chief in writing. The Chief shall review these applications and if the Chief chooses to designate a patrol officer for a specific position, then the patrol officer chosen shall be the most senior officer who has the experience and qualifications to fulfill the duties of a specific position.

The Chief of Police may decide to discontinue these positions at anytime or to replace the officer assigned to said specialty position.

The decisions of the Chief of Police designating officers for these positions and whether to continue these positions may be grieved under Step 1 and Step 2 of Section 1 of Article VII (Grievance Procedure) but shall not be a subject of arbitration under Step 3 Section 1 of Article VII (Grievance Procedure).

Patrol officers with one of these designations shall be paid the following stipends:

\$1,000 per position per year

The stipend shall be added to the patrol officer's base pay and shall be included in the calculation of overtime or any other benefit.

**ARTICLE XXVIII**  
**MILITARY LEAVE**

For patrol officers out on military leave, the Town of Halifax shall pay the difference between the wages earned while serving in the armed forces of the Commonwealth of Massachusetts or the armed forces of the United States and the base pay wages (including stipends, but not including shift differential or detail pay) of the Town for military leave of over seventeen (17) consecutive days. A patrol officer on said leave shall not accrue vacation leave, sick leave, personal days, etc., shall not be eligible for any sick leave bonus, and shall receive a pro-rated uniform allowance based on the number of days of actual work for the Town of Halifax during the fiscal year.

**ARTICLE XXIX**  
**ACADEMY REIMBURSEMENT**

Any active and current full-time employee who has worked for the Halifax Police Department for three (3) years as a full-time employee and has paid the Town of Halifax the municipal police recruit training academy fee authorized by Chapter 38, Section 305 of the Acts of 1995, shall be paid an amount equal to the amount paid to the Town by the patrol officer as part of that patrol officer's pay in the pay period immediately following the end of the patrol officer's third (3rd) year of full-time service with the Halifax Police Department.

**ARTICLE XXX**  
**FIELD TRAINING**

Members of the bargaining unit may be asked to assist in the Halifax Police Department's field training program for new patrol officers in 2013.

**ARTICLE XXXI**  
**DURATION**

This Agreement shall be in full force and effect from July 1, 2017 up to and including June 30, 2020, except as otherwise noted herein and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred eighty (180) days prior to the date of expiration.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other notice at least one hundred eighty (180) days prior to July 1, 2020, or any subsequent contract year, advising that such party desires to retain or change terms or conditions of such Agreement.

This Agreement shall remain in full force and effect until such terms and revisions have been agreed upon.

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, two thousand  
seventeen.

FOR THE TOWN OF HALIFAX

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

FOR THE HALIFAX

POLICE ASSOCIATION

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\_\_\_\_\_

Date: \_\_\_\_\_