

Agreement

between

Town of Halifax

and

International Brotherhood of  
Police Officers, Local 309

Effective July 1, 2013  
Expiring June 30, 2016

Revised May 19, 2014

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**AGREEMENT**  
Between  
**TOWN OF HALIFAX**  
And  
**INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS, LOCAL 309**

JULY 1, 2013-JUNE 30, 2016

**PREAMBLE**

**THIS AGREEMENT** is made and entered into between the Town of Halifax, hereinafter referred to as the “Town,” and Local 309, International Brotherhood of Police Officers, hereinafter referred to as the “IBPO” 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 of 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 IBPO 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. The Municipal Employer, Chief of Police, and IBPO agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the IBPO.
- Section 2.** The bargaining unit shall include all sergeants employed by the Town of Halifax Police Department.
- Section 3.** The municipal Employer, Police Chief and the covered IBPO agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex or age.

**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, regulations, policies, and procedures governing conduct of various Police Department personnel and operations.

**ARTICLE III**  
**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 the Comptroller, IBPO, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213.

**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 IBPO 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 offices 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 biweekly.

**ARTICLE IV**  
**UNION BUSINESS**

**Section 1.** The IBPO officials and representatives are as follows: President, Vice President, Secretary-Treasurer, and Steward.

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

**ARTICLE V**  
**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. However, the employee shall make every effort to inform the Chief of the grievance within forty-eight (48) hours of the cause of the 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 shall be appealed to the Board of Selectmen within ten (10) 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.

Prior to submission to the AAA, and within the thirty (30) day period referenced above, the parties shall have ten (10) days to mutually agree on a named arbitrator from a panel provided by the State Board of Conciliation and Arbitration (MBCA). Where said mutual agreement is reached, the arbitration shall be



conducted in accordance with the rules of the MBCA. Where no mutual agreement is reached, submission to the AAA shall be made in accordance with paragraph one of Step 3.

- 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.

## **ARTICLE VI**

### **WAGES AND SALARY SCHEDULE**

**Section 1.** Effective July 1, 2013, the following hourly wage schedule shall be in effect for employees covered by this Agreement:

#### SALARY SCHEDULE July 1, 2013-June 30, 2014

Step 1	Step 2	Step 3	Step 4
28.7302	29.8794	31.0746	32.3175

**Section 2.** Effective July 1, 2014, the following hourly wage schedule shall be in effect for employees covered by this Agreement:

SALARY SCHEDULE  
July 1, 2014-June 30, 2015

Step 2	Step 3	Step 4	Step 5
30.3276	31.5408	32.8023	34.1145

**Section 3.** Effective July 1, 2015, the following hourly wage schedule shall be in effect for employees covered by this Agreement:

SALARY SCHEDULE  
July 1, 2015-June 30, 2016

Step 3	Step 4	Step 5	Step 6
31.5408	32.8023	34.1145	35.4790

**Section 4.** All employees not on the highest step shall advance to the next higher step of the classification and pay scale upon completion of each year's full-time service as a member of the bargaining unit (anniversary date) until reaching the highest step.

**Section 5.** 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, 2013, July 1, 2014 or July 1, 2015 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, 2013, July 1, 2014 or July 1, 2015, 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, 2013, July 1, 2014 or July 1, 2015, respectively.

**Section 6.** 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, 2014 and/or July 1, 2015. 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, 2014 for negotiations for the year beginning July 1, 2014 and on or before March 1, 2015 for negotiations for the year beginning July 1, 2015. Failure to provide such notice shall result in the existing salary to continue through the next fiscal year only.

**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 their hourly wage.

**Section 8. NIGHT SHIFT DIFFERENTIAL**

- (a) Effective July 1, 2004, employees regularly assigned to work the early night (3:45 p.m. to 12:15 a.m.) or late night (11:45 p.m. to 8:15 a.m.) shifts shall be paid a differential of one dollar (\$1.00) 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.
- (b) Effective upon the implementation and staffing of a new swing shift as provided in Article VII, Section 1(e), the differential paid for the early night and late night shifts shall be increased to one dollar (\$1.00) per hour with same conditions as paragraph (a) above.

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

**Section 10.** The Police Chief, at the Chief's discretion, and with the approval of the Board of Selectmen, may designate one sergeant as the "Director of Operations". It shall be at the Chief's discretion whether to designate any sergeant and said designation shall be based on criteria set by the Chief. The Chief shall have the right to remove the designation. The Chief shall have the right to designate another sergeant if the Chief removes the designation from a sergeant who had previously received the designation. The sergeant receiving this designation shall be paid a stipend of \$5,000 each year to be added to the sergeant's base pay and to be included in any calculation of overtime or any other benefit.

**ARTICLE VII**  
**HOURS OF WORK**

**Section 1.**

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

7:45 a.m. to 4:15 p.m.

3:45 p.m. to 12:15 a.m.

11:45 p.m. to 8:15 a.m.

(b) Notwithstanding the foregoing, the Chief shall have the right to assign a sergeant to a temporary shift, with hours differing from the shifts specified in paragraph (a), for purposes of covering special situations, special assignments or emergencies requiring such other temporary shifts. Unless

there is an emergency or the need to cover a special situation or special assignment, the Chief will make a reasonable attempt give at least fourteen (14) days written notice of any temporary (no more than ninety (90) days) re-assignment of shifts.

- (c) Seniority will be used to determine shift assignments for sergeants 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 sergeant shall be able to file, with the Police Chief, a letter stating their bid shift preferences that shall be effective until the sergeant submits another letter canceling his/her previous preferences. Any sergeant 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. Sergeants on vacation during the bidding process shall be allowed to submit their request prior to their leaving on vacation. No sergeant 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.

- (d) The Police Chief may establish a shift/hours to be filled by a part-time officer to perform community or neighborhood patrols - on foot or in a cruiser - and to perform support functions for an on-duty officer. Such shift assignment shall not affect/impact coverage regularly offered to full-time officers first, such as sick leave, schooling, vacation, or other regular overtime coverage.
- (e) Should a new “swing shift” be established, the hours shall be either, 5:45 p.m. to 2:15 a.m. or 6:45 p.m. to 3:15 a.m. Employees regularly assigned to this swing shift shall be paid the shift differential provided in Article VI, Section 6. Incumbent full-time officers employed as of July 1, 1993 shall not be involuntarily assigned to this swing shift, which shall be staffed by officers hired on and after July 1, 1993, or by part-time officers, or by full-time officers who may volunteer for such assignment.

**Section 2.** 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) Sergeants attending school, training or courses on assignment of the Chief of Police.
- 2) Sergeants assigned to specialized duty on order of the Chief of Police.

- 3) Sergeants 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.

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 written approval of the Board of Selectmen, the seventeen (17) days off referenced above may be carried over from one fiscal year to the next in whole or in part, if request for such carryover is submitted to the Board of Selectmen by March 1 and approved by the Board of Selectmen by March 15.

**Section 3.** 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 4.** All employees shall be scheduled to work on shifts, and each work shift shall have a regular starting time and quitting time.

**Section 5.** Regular work schedule for full time employees will be made up one month in advance.



**Section 6.** Overtime shall be paid at a time and one-half rate for all hours worked in excess of forty-two and one-half (42.50) hours during each of the four (4) weeks an employee is regularly scheduled to work forty-two and one-half (42.50) hours and in excess of thirty-four (34) hours during each of the two (2) weeks an employee is regularly scheduled to work thirty-four (34) hours. The hourly rate for full-time officers shall be paid on the basis of a forty (40) hour week. Sick leave shall not be included in the calculations used to determine the amount of overtime for an employee.

**Section 7.** 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 or as directed by the Chief or his designee, as a result of any combination of regular hours, overtime hours, and detail hours.

**Section 8.** The Police Chief may establish shifts or hours to community or neighborhood patrols, on a boat, bicycle, cruiser, on foot or on a ATV/quad. The Police Chief shall have the right to offer such shifts or hours to all members of the Department in a manner as the Chief deems in the best interests of the Police Department including the right to offer such shifts to other members of the Police Department before offering such shifts or hours to the members of this bargaining unit.

## **ARTICLE VIII**

### **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 in connection 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 July 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. It is the responsibility of the employee to notify the Police Chief, in writing, that a six dollar meal allowance is due. Said notification is due when time cards are turned in for that pay period.
- (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 IX**

### **EDUCATION**

**Section 1.** Any Sergeant 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 sergeant must notify the Board of Selectmen before September 1 of the fiscal year preceding the fiscal year in which the sergeant will take the course of the sergeant's intention to take the course and the amount of reimbursement that will be requested. The sergeant 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 Sergeant 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 sergeant is solely responsible for initiating and fulfilling all the provisions of this Section.

**ARTICLE X**  
**HOLIDAYS**

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

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| One half day before New Year's Day | Labor Day                         |
| New Year's Day                     | Columbus Day                      |
| Martin Luther King's Day           | Veteran's Day                     |
| Washington's Birthday              | Thanksgiving Day                  |
| Patriot's Day                      | One half day before 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) Payment for the holiday shall be equal to eight and one-half (8.50) hours regular pay except for half holidays when said pay shall be equal to four and one-quarter (4.25) hours regular pay.
- (c) 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 eight and one-half (8.5) hours pay for the holiday or four and one-quarter (4.25) hours pay for a half-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 eight and one-half (8.50) hours pay for the holiday or four and one-quarter (4.25) hours pay for a half-holiday. When a holiday occurs during an employee's regular scheduled vacation, he shall be granted an additional eight and one-half (8.50) hours of vacation or four and one-quarter (4.25) hours of vacation for a half-holiday.

- (d) 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 XI**

### **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, new employees will receive the clothing allowance specified by the Agreement in paragraph D of this Article during the second full year 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 or replacement to clothing or equipment damaged or lost in the line of duty, with the exception of normal wear. The Town shall not pay for repairs or replacement clothing and/or equipment which, in the opinion of the Police Chief, are not necessary for duty.

D. The clothing allowance shall be in accordance with the following schedule:

	<b>Fiscal Year 2014</b>	<b>Fiscal Year 2015</b>	<b>Fiscal Year 2016</b>
Sergeants	\$1,000.00	\$1,000.00	\$1,000.00

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

F. Officers assigned as prosecutor and detective may, at the sole discretion of the Chief, use their clothing allowance to purchase civilian clothes. It is understood that the prosecutor and detective, if purchasing civilian clothing, continue to be responsible for maintaining a uniform.

G. Up to \$200.00 of the specified clothing allowance will be granted to each employee solely on the basis of a signed request for cleaning and other incidental expense related to maintaining a uniform; the balance of the allowance will be reimbursement for the cost of purchasing of new items or cleaning, altering or mending existing uniforms, based on the submission of invoices indicating the expense.

The following material (items) shall constitute the full time officer's uniform and equipment and the sergeant shall be responsible for maintaining said uniform and equipment:

**Weapons**

1 service revolver

**Uniform - Police Officer**

2 winter trousers - 2 summer trousers

1 blouse

2 caps - 1 winter - 1 summer

2 coats - 1 winter - 1 summer

12 shirts - 6 long sleeve - 6 short sleeve

2 neckties

**Rain Gear/Accessories**

- 1 reversible raincoat
- 1 gun belt with accessories: holster, cartridge holder and Ring
- 1 Billy club
- 1 flashlight (4 cell)
- 2 sets badges
- 1 pair handcuffs
- 1 pair boots (overshoes) caps and caps

**Ammunition**

- Practice ammunition - 3 boxes per fiscal year
- Standard ammunition - 1 box per fiscal year

H. The employee shall be responsible for the cost of the purchase of uniforms, protective clothing, the cleaning of said uniforms and protective clothing and other incidental expense, or any other item or service covered under the clothing allowance while that employee is on any type of leave including but not limited to vacation leave, sick leave, personal leave, injury leave under General Laws, Chapter 41, Section 111F, including regular days off during any type of leave or if the employee transfers from the Police Department within three (3) months of the date of such expenditure or retires from the Police Department within three (3) months of the date of such expenditure or leaves the service of the Police Department within three (3) months of the date of such expenditure. The Police Chief may grant a waiver of this requirement if the Chief determines that any uniform or protective clothing was damaged in the line of duty and could not be repaired.

**ARTICLE XII**

**DEPARTMENTAL SENIORITY**

**Section 1.** Seniority shall be defined as continuous years Civil Service employment on the Halifax Police Department. 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.

**Section 2.** Seniority for Sergeants shall commence on the date and time an employee is appointed. (This does not refer to departmental seniority, only to seniority in the position of Sergeant). Where appointments to Sergeant are made at the same time, the employee with the highest grade on his or her examination shall be considered the more senior Sergeant. Each officer shall be informed of his or her seniority standing at the time of appointment.

**ARTICLE XIII**  
**OPEN SHIFTS AND**  
**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 a vacant shift caused by the absence of a sergeant, assignments shall be made as follows:

- a. Full-time sergeants 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 XII, with the most senior full-time sergeant 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 sergeant with the lowest number of hours who is available to work said shift. Where sergeants have the same number of hours, seniority shall govern. Sergeants 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 sergeants at the completion of their assignments.
- e. Effective July 1 and January 1 of each year, the list shall be “zeroed” out and all sergeants 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 Union 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 a vacant shift caused by the absence of a sergeant, and that assignment is offered to the employees covered under this agreement, and the employees covered under this agreement have not volunteered to fill said shift using the procedures in Section 1, the Chief or the Chief’s designee, shall fill the shift in the following manner:

- a. Full-time patrol officers will be offered vacant shifts based on the "low-man" principle. Refusal to accept such offered vacant shifts will be counted as "hours worked" for purposes of the "low man" distribution list.



- b. The "low man" list shall be established based on departmental seniority, as defined in Article XII, with the most senior officer, at the top followed by the remaining patrol officers, in descending order of seniority.
- c. Each vacant shift shall be filled by being offered to the patrol officer with the lowest number of hours who is available to work said shift. Officers already assigned to work or on "short" days shall not be considered available to work. Officers on vacation may work said shifts but shall not be charged for refusals. Where officers have the same number of hours, seniority shall govern. Officers shall be offered such vacant shifts in accordance with the "low man" principle until the shift is filled. Shifts for which no full-time officer volunteers to work may then be offered to permanent intermittent patrol officers, in accordance with a separate "low man" seniority list composed only of permanent intermittent officers.
- d. Officers who work overtime based on their assignments, such as detectives, shall also be charged for their hours worked on the "low man" list.
- e. Effective July 1 of each year, the list shall be "zeroed out" and all officers shall return to having zero hours.

**Section 3.** When the Chief or the Chief's designee, in that person's exclusive judgment, determines it is necessary to fill a vacant shift caused by the absence of a patrol officer, and that assignment is offered to patrol officers, the Chief or the Chief's designee, shall fill the shift in the following manner:

- a. Full-time patrol officers will be offered vacant shifts based on the "low-man" principle. Refusal to accept such offered vacant shifts will be counted as "hours worked" for purposes of the "low man" distribution list.
- b. The "low man" list shall be established based on departmental seniority, as defined in Article XII, with the most senior officer, at the top followed by the remaining patrol officers, in descending order of seniority.
- c. Each vacant shift shall be filled by being offered to the patrol officer with the lowest number of hours who is available to work said shift. Officers already assigned to work or on "short" days shall not be considered available to work. Officers on vacation may work said shifts but shall not be charged for refusals. Where officers have the same number of hours, seniority shall govern. Officers shall be offered such vacant shifts in accordance with the "low man" principle until the shift is filled.
- d. Officers who work overtime based on their assignments, such as detectives, shall also be charged for their hours worked on the "low man" list.
- e. Effective July 1 of each year, the list shall be "zeroed out" and all officers shall return to having zero hours.

**Section 4.** When the Chief or the Chief's designee, in that person's exclusive judgment, determines it is necessary to fill a vacant shift caused by the absence of a patrol officer of the Halifax Police Department, and that assignment is offered to the

employees covered under this agreement, the assignment shall be made as follows:

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

**Section 5.** Shifts for which no full-time sergeant or patrol officer volunteers to work may then be offered to permanent intermittent patrol officers, in accordance with a separate "low man" seniority list composed only of permanent intermittent officers.

**Section 6.** All full-time and permanent intermittent police officers, including sergeants, shall be offered all paid details and cell watches in the following manner:

All full-time patrol officers and all sergeants shall be placed on a combined list. The list shall be rotated on a once a week basis with the last name on the previous list being placed at the top of the list and each other person on the list being moved down one place on the list. Preference in the filling of shifts will be given in order of the names on the list with the proviso that shifts shall equally distributed among the employees on the list.

All permanent intermittent patrol officers shall be placed on a separate list. The list shall be rotated on a once a week basis with the last name on the previous list being placed at the top of the list and each other person on the list being moved down one place on the list. If no employee on the full-time patrol officer and sergeant list agrees to fill a shift, the intermittent patrol officers shall be eligible to fill such shifts, with preference in the filling of shifts given in order of the names

on the list with the proviso that shifts shall be equally distributed among the employees on the list.

**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 amended agreement, the hourly rate for outside paid details (the detail rate), excluding Town and School Department details, shall be based on upon the employee's time and one-half rate of pay or \$33.00 per hour, whichever is greater, for the first eight (8) hours. Any hours over eight (8) will be at time and one half the detail 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 Departments details will have a 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 or School 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 IBPO 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 XIV**

#### **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 terms of this Agreement for employees of the Town of Halifax.

#### **ARTICLE XV**

#### **SICK LEAVE**

**Section 1.** Each employee shall be credited with sick leave with pay at the rate of ten (10) hours and forty (40) minutes for each month of service with a maximum credit each fiscal year of one hundred twenty-seven and one-half (127.5) hours. Sick

leave credit will begin the first day of the month in which the employee is employed.

**Section 2.** Sick leave accumulation shall be allowed to a maximum of one thousand seven hundred (1,700) hours.

**Section 3.** Upon return to work following a sick leave in excess of three (3) consecutive days an employee must bring a doctor's note determining the employee's fitness for work and the 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.

An employee on injury leave under General Laws, Chapter 41, Section 111F shall authorize, in writing, her/his physician to provide to the Town all medical reports concerning the condition of the officer or employee relating to the injury claimed to be the reason for such injury leave and provide the Police Chief and the Board of Selectmen a copy of that written authorization. The physician shall provide to the Town all medical reports and records concerning the condition of the officer or employee relating to the injury claimed to be the reason for such injury leave. A written medical report shall be provided to the Town in all cases when injury leave is claimed.

The Town reserves the right to have an employee examined by a physician designated by the Town at the Town'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 X (b). Where an employee is being paid injured leave pay under General Laws, Chapter 41, Section 111F for more than 6 months, he or she will not 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) for a holiday observed while that employee is being paid injured leave pay.

**Section 4.** Any employee who uses no sick leave during the fiscal year shall receive a bonus to be the equivalent of thirty-four (34) hours pay. Any employee who uses no more than eight and one-half (8.50) sick leave hours during the fiscal year shall receive a bonus to be the equivalent of twenty-five and one-half (25.5) hours pay. Any employee who uses no more than seventeen (17) sick hours during the fiscal year shall receive a bonus to be the equivalent of seventeen (17) hours pay. Any employee who uses no more than twenty-five and one-half (25.5) sick leave hours during the fiscal year shall receive a bonus to be the equivalent of eight and one-half (8.50) hours pay.

**ARTICLE XVI**  
**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 twenty-five and one-half (25.5) hours with pay. A leave of eight and one-half (8.5) hours 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 XVII**  
**VACATIONS**

A. Every employee occupying a full-time position, in which the employee has been in continuous service of the Halifax Police Department for at least twelve (12) full months, shall be granted vacation on the following basis on July 1 of each year, said vacation to be granted only if the employee has worked (not including sick leave, vacation leave or , injury leave under General Laws, Chapter 41, Section 111F) at least ten months of the previous year.

- 1) For less than one (1) year of full-time service, an employee shall be granted eight and one-half (8.5) hours of vacation leave with pay for each two (2) calendar months of full-time service, but not more than thirty-four (34) hours of vacation leave with pay.
- 2) For between one (1) year and five (5) years of full-time service, an employee shall be granted eighty-five (85) hours of vacation leave with pay.



- 3) For between five (5) years and ten (10) years of full-time service, an employee shall be granted one hundred twenty-seven and one-half (127.5) hours of vacation leave with pay.
- 4) For between ten (10) years and fifteen (15) years of full-time service, an employee shall be granted one hundred seventy (170) hours of vacation leave with pay.
- 5) For each year of full-time service beyond fifteen (15) years, an employee shall be granted an additional eight and one-half (8.5) hours of vacation leave with pay up to a maximum of two hundred twelve and one-half (212.5) hours of vacation leave with pay.

For example, an employee with sixteen (16) years of full-time service shall be granted one hundred seventy-eight and one-half (178.5) hours of vacation leave with pay.

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.

- C. 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 eighty-five (85) hours of accrued vacation time from one fiscal year to the following fiscal year where the employee requests the carry over, in writing, by May 1st and receives prior written approval from the Police Chief and the Board of Selectmen, in writing, by June 1. Employees may use vacation time in single day increments provided they receive the prior approval of the Police Chief or his designee.

- D. 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.
- E. 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 XVIII**

### **SAFETY**

- Section 1.** No police officer shall be compelled to do any repairs other than emergency repairs. Changing tires should be considered emergency repairs.
- Section 2.** It shall be the duty of the senior officer to report any vehicle or equipment in need of repair to the Chief.

## **ARTICLE XIX**

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

- Section 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 and one-half (8.5) hour shift.

**Section 2.** All employee work schedules shall provide for two (2) fifteen (15) minute rest periods during each eight and one-half (8.50) hour shift.

**ARTICLE XX**  
**MISCELLANEOUS**

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

**ARTICLE XXI**  
**POLICE TRAINING SCHOOLS**

The Police Chief shall offer attendance to all police training schools to members of the bargaining unit on the basis of the training necessary to perform the duties for which each member is assigned.

The Town and the Union recognize the value of annual in-service training and will endeavor to make it available. In the event that annual in-service training is offered by the Town, attendance by the sergeants shall be mandatory, if assigned.

This Article shall not be subject to arbitration.

**ARTICLE XXII**  
**LONGEVITY**

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

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

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

**ARTICLE XXIII  
PERSONAL LEAVE**

**Section 1.** Each employee shall be allowed seventeen (17) personal hours per year independent of any other leave. Said leave shall not be carried over from year to year.

**ARTICLE XXIV  
VEHICLE**

A sergeant, designated as the “Director of Operations” under Article VI (Wages and Salary Schedule), shall be allowed use of a Police Department vehicle for work purposes and reasonable use for outside of official duties.

## **ARTICLE XXV**

### **DURATION**

This Agreement shall be in full force and effect from July 1, 2013 up to and including June 30, 2016, 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, 2016 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 the \_\_\_\_\_ day of \_\_\_\_\_, two thousand fourteen  
(2014)

By its Board of Selectmen

International Brotherhood of  
Police Officers, Local 309:

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_