

Agreement
between
Town of Halifax
and
Local 459, Massachusetts Coalition of Police

Effective July 1, 2016
Expiring June 30, 2019

AGREEMENT
Between
TOWN OF HALIFAX
And
LOCAL 459, MASSACHUSETTS COALITION OF POLICE
JULY 1, 2016-JUNE 30, 2019

PREAMBLE

THIS AGREEMENT is made and entered into between the Town of Halifax, hereinafter referred to as the “Town,” and Local 459, Massachusetts Coalition of Police, hereinafter referred to as the Mass C.O.P. 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 and the Union agree that any rights and privileges in effect at the execution of this Agreement and of which the Town and its Police Chief are fully aware, shall remain in effect through the expiration date of this Agreement unless expressly abridged or modified by the parties to this Agreement.

ARTICLE I

RECOGNITION AND UNIT DESCRIPTION

- Section 1.** The Town and the Police Chief recognize the Union 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 Union. agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.
- Section 2.** The bargaining unit shall include all sergeants employed by the Town of Halifax Police Department.
- Section 3.** 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).

ARTICLE II

MANAGEMENT RIGHTS

- Section 1.** 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; to determine the mission and budget of the Police Department, the organization of the Department, number of employees and when to hire and promote, work functions and

technology, sectors and assignments; to assign employees to training it deems necessary; to determine the equipment to be used and uniforms to be worn; the number of employees assigned to the shifts; to layoff employees due to lack of work or funds; to take disciplinary action where warranted.

Section 2. It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining agreement as the source of its rights and management prerogatives; that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this Agreement including, but not limited to, the requirement that supervisory employees evaluate the employees they supervise, that said responsibilities and obligations are to be determined by the Town except as may be specifically proscribed herein, and that the failure or omission of the parties to outline or delineate in this Agreement responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such responsibilities or obligations do not exist.

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, Massachusetts Coalition of Police, P.O. Box 768, Millbury, MA 01527.

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 Union 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 Union officials and representatives are as follows: President, Vice President, Secretary-Treasurer, and Steward.
- Section 2.** The Union 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 in writing 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) or The Labor Relations Connection or independently. Where said mutual agreement is reached, the arbitration shall be conducted in accordance with the rules of the MBCA, the Labor Relations Connection or the rules established by the independent arbitrator. 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 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.

Section 8. Any arbitrator must be bound by the express terms of this Agreement and will be considered as having exceeded his authority if he/she renders a decision beyond the terms of this Agreement or issues any decision concerning:

- (a) any matter not covered by an express provision of this Agreement
- (b) any matter concerning the exercise of the Town’s management rights or infringing upon said rights as expressed in this Agreement or as established by decisions of any Massachusetts appellate court.

ARTICLE VI
WAGES AND SALARY SCHEDULE

Section 1. Effective July 1, 2016, the following hourly wage schedule shall be in effect for employees covered by this Agreement:

SALARY SCHEDULE			
July 1, 2016-June 30, 2017			
Step 1	Step 2	Step 3	Step 4
33.4525	34.7521	36.1039	37.5095

Section 2. Reserved

Section 3. Reserved

- 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, 2016, July 1, 2017 or July 1, 2018 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, 2016, July 1, 2017 or July 1, 2018, 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, 2016, July 1, 2017 or July 1, 2018, 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, 2017 and/or July 1, 2017. 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, 2017 for negotiations for the year beginning July 1, 2017 and on or before March 1, 2018 for negotiations for the year beginning July 1, 2018. 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, 2016, 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 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.
- (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 and twenty-five cents (\$1.25) 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 (a) 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.

(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 VII, Hours of Work, Section 4 but not including the filling of open shifts per Article XIII, Open Shifts and Extra Paid Details.

II. Extension of regular, permanent tours of duty (work shifts) after the time for the end of the shift per Article VII, Hours of Work, Section 1 (a).

III. Court Time per Article VIII, Court Time.

(c) Sergeants 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). Sergeants 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 sergeant making the request, the Police Chief, and the Union. The decision by the Board is not grievable.

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.

Section 2: Any permanent full-time sergeant in the Halifax Police Department shall receive an annual stipend of \$2,500 for an associate's degree, or an annual stipend of \$5,000 for a bachelor's degree if said degree is in criminal justice or law enforcement, 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 sergeant 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.

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, otherwise holiday pay will be received as part of the biweekly paycheck covering the week in which the holiday falls.

ARTICLE XI

UNIFORM AND PROTECTIVE CLOTHING

- A. Protective clothing, or any type of protective dress shall be furnished to the employee of the Town.
- 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, not due to the employee's negligence, 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. There shall, as of July 1, 2016, not be a separate clothing allowance. Sergeants shall be responsible for the purchase of all necessary clothing and shall not be compensated by the Town for such purchases.

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

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.

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 Union 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, or that there has been excessive use, subsequent abuse or use 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 Union 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

SPECIALTY PAY

The duties of the sergeants may include the following positions depending on the designation by the Police Chief that one or more sergeants shall undertake these duties

Technology officer : Shall be responsible for maintaining the Police Department’s computer system to include but not limited to CJIS, IMC, mobile switch, and coordinate with other support personnel, or any other duties relevant to the station technology as determined by the Police Chief.

Firearms licensing officer : Shall be responsible for firearms licensing for the Town of Halifax, (FID,LTC) the Police Chief shall remain the licensing authority), or any other duties relevant to firearms licensing as determined by the Police Chief.

Property and Evidence officer : Shall be responsible for the oversight of evidence and property as defined by the policy and procedures (6.02 property and evidence control), or any other duties relevant to evidence and property control as determined by the Police Chief.

Any specialty pay for these duties is part of the regular base pay as shown in Article VI (Wages and Salary Schedule).

ARTICLE XXVI

DURATION

This Agreement shall be in full force and effect from July 1, 2016 up to and including June 30, 2019, 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, 2019 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.

**Side letter between the Town of Halifax and Local 459, Massachusetts Coalition of Police,
Local 309 (May 2015 – incorporated as part of the contract):**

As the contract between the Town of Halifax and the Halifax Association of Police Patrolmen from July 1, 2011 through June 30, 2014 included the following provision, the Town of Halifax and the Local 459, Massachusetts Coalition of Police, Local 309 agree that the following provision applies to members of the Local 459, Massachusetts Coalition of Police, Local 309 who were members of the Halifax Association of Police Patrolmen on June 30, 2012.

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 Halifax Association of Police Patrolmen on June 30, 2012 and shall apply as long as they hold a uniformed position with the Halifax Police Department.

This agreement entered into the _____ day of _____, two thousand sixteen (2016).

By its Board of Selectmen

Local 459
Massachusetts Coalition of Police

DATE: _____

DATE: _____