

**Fiscal Years 2018-2020  
COLLECTIVE BARGAINING CONTRACT**

**AGREEMENT BETWEEN**



**TOWN OF TOPSFIELD  
AND  
TOPSFIELD CALL  
FIREFIGHTERS ASSOCIATION**

**JULY 1, 2017 - JUNE 30, 2020**

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## **ARTICLE 1 RECOGNITION AND SCOPE**

1. The Town of Topsfield, by its Board of Selectmen ("Employer" or "Town") recognizes the Topsfield Call Firefighters Association ("Association") as the exclusive bargaining representative for the call firefighters ("Employees") of the Fire Department of the Town but excluding the Chief, Deputy Chief, all full-time Firefighters, office and clerical employees, and all other employees of the town.
2. All Fire Department related work performed on behalf of the Town of Topsfield shall be performed by Firefighters in either the full-time Topsfield Firefighters Union or the Topsfield Call Firefighters Association in accordance with the terms and conditions of their respective work agreements unless expressly permitted otherwise.
3. After ratification of the agreement, no prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

## **ARTICLE 2 NON-DISCRIMINATION**

1. The parties to this agreement have attempted to assure that no part of this agreement will result in unlawful discrimination. Therefore, neither the Town nor the Association shall discriminate against any employee because of such employee's race, color, religion, sex, age, national origin or any other proscribed category.
2. There shall be no discrimination, interference, retaliation, restraint or coercion by the Town, the Association, or their respective agents against any employee because of his/her membership or non-membership in the Association.

## **ARTICLE 3 AMENDMENTS TO THIS AGREEMENT**

Any amendment(s) to this Agreement is (are) not binding upon the parties unless and until they are reduced to writing and executed by the authorized representative(s) of each party hereto.

## **ARTICLE 4 STABILITY OF AGREEMENT**

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

## **ARTICLE 5 SAVINGS CLAUSE**

If any of the provisions of this Agreement, or the application of such provision(s) should be rendered or declared invalid by any court judgment or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 6 SENIORITY**

1. The Fire Chief shall establish a Call Firefighter Seniority List (by rank and within rank by total years of service, within years of service by date of hire, within date of hire, alphabetically by last name) and it shall be revised as of January 1 of each year, and it shall be promptly posted thereafter on the fire station bulletin board and/or provided to each member. Any objections to the seniority list as posted shall be made to the Fire Chief within ten (10) days or it shall stand as posted.

2. In the event the Town decides to reduce the number of Call Firefighters, the reduction shall be made in accordance with Call Firefighter seniority, most junior first, within classification with Firefighter Employees being laid off before Officer Employees.

3. Recall in each classification shall be in the reverse order of layoff.

## **ARTICLE 7 DISCIPLINE AND DISCHARGE**

Except for the probationary period set forth in the Article titled "Appointments," no Employee may be discharged, suspended, demoted or disciplined except for cause. This article shall be subject to the Article titled "Grievance Procedure".

## **ARTICLE 8 RULES AND REGULATIONS**

The Association agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance.

## **ARTICLE 9 LIABILITY INSURANCE**

The Town of Topsfield shall cover Call Firefighters under its insurance policies to the same extent as other town employees. To the extent provided by law, the Town agrees to indemnify Call Firefighters who are subject to civil lawsuits on account of acts or omissions arising from the course and scope of their employment with the Town.

## **ARTICLE 10 PERSONNEL FILE**

Members of the Association shall have the right, upon reasonable request, to inspect their own personnel file. Nothing involving any disciplinary action or potential disciplinary action shall be placed in an employee's personnel file unless the employee has received a copy of same. Employees shall have the right to file a response or explanation to any item contained in their personnel file.

## **ARTICLE 11 APPOINTMENTS**

1. Each new employee and each employee hired after a break in service shall be considered a probationary employee until he/she has actually worked one year. Probationary employees may be disciplined, discharged or otherwise terminated at the sole discretion of the Town and shall not be subject to challenge. An authorized leave of absence does not constitute a break in service but shall not count as actual time worked.

2. Employees hired by the Town shall be considered hired for one (1) fiscal year term only. Similarly, reappointments shall be for only one (1) fiscal year. The decision of the Town as to whether to reappoint each fiscal year shall be at the sole discretion of the Town and the Town's decision thereon shall not be subject to challenge, except as herein specifically provided in Section 4 below.

3. By May 15<sup>th</sup> of each year, employees will be notified as to whether they will be reappointed for the next fiscal year. The employment of those who are not reappointed shall terminate on June 30<sup>th</sup>.

4. Employees who fulfill and who continue to fulfill the following terms and conditions as of April 1<sup>st</sup> of any year shall be reappointed the following fiscal year except for cause, provided that:

a. The employee has been actively employed as a member of the bargaining unit for at least one year prior to April 1<sup>st</sup> and

b. The employee must as of April 30<sup>th</sup> each year, have responded to a minimum of 10% of all toned calls in the preceding year. Every 6 hours worked shall count as one additional toned call.

Cause as used in this agreement shall include any grounds which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to sound operation of the Department.

5. The non-reappointment of an employee by the Town upon the expiration of his/her yearly appointment(s) shall not be considered discipline.

**ARTICLE 12  
FILLING OPEN SHIFTS AND DETAILS**

Open time which has not been filled by Full-time Firefighters shall be filled on a fair, equitable, and transparent basis. Open time refers to all open shifts as well as details. The worksheet used to distribute shifts shall be made available for review by the Call Firefighters.

**ARTICLE 13  
OVERTIME**

In emergencies or as the needs of the service require, employees may be required to perform overtime work. Overtime shall be compensated in accordance with Federal and State law relative to the same.

**ARTICLE 14  
DISABILITY INSURANCE**

1. The Town shall maintain disability insurance for members in the Town's Insurance Policy.
2. The member shall be granted benefits in accordance with M.L. Chapter 41, Section 111F and M.L. Chapter 41, Section 100 of the laws of the Commonwealth of Massachusetts.
3. The course of employment herein covered, shall include going to and returning from fires or other Town emergencies, participating in approved drills, parades, tests or trials of any equipment customarily used by the Town, or any other regularly approved supervised or unsupervised activity of the Call Firefighters.

**ARTICLE 15  
GRIEVANCE PROCEDURE**

1. For purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Association and/or any employee involving the interpretation, application, enforcement, violation or meaning of this Agreement.
2. The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to ensure efficiency and employee morale. An aggrieved employee may have an Association representative and/or attorney present at and participating in any level of the Grievance Procedure.
3. Any steps may be omitted by mutual agreement and any time limit may be extended or shortened by mutual agreement of the parties.
4. Any grievance shall be processed as follows:
  - Step 1. Any grievance(s) shall be first presented in writing by the employee to the Chief of the Fire Department, and an earnest effort shall be made within the next forty-eight (48) hours to adjust the grievance in an informal manner.



Step 2. If the grievance is not resolved in Step 1, or not answered by the Chief within the time limit set forth above, the written grievance shall be submitted to the Board of Selectmen by the employee within seven (7) business days after submittal to the Chief. The Board of Selectmen shall meet with the employee within fifteen (15) business days after receipt of the written grievance to discuss and attempt to adjust the grievance, and will answer the grievance in writing within ten (10) business days after the meeting ends.

Step 3. If the grievance is not satisfactorily adjusted in Step 2, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Association, and only by the Association, within forty-five (45) days after the response of the Board of Selectmen, or within sixty (60) days after submission to the Board of Selectmen at Step 2, whichever later occurs, to arbitration, by written notice to such effect given to the Board, attention of the Chairman. The arbitrator shall be selected by mutual agreement of the parties and if the parties fail to agree on the selection of a single arbitrator, said selection shall be made in accordance with the rules of the American Arbitration Association after submission of grievance to same. Each party hereto shall bear the expense of preparing and presenting its own case. The parties shall share equally in the cost, if any, of the arbitrator's service.

Step 4. The decision of the arbitrator shall be final and binding upon the parties. Any incident that occurred or failed to occur prior to the signing of this Agreement shall not be the subject of any grievance under this contract.

Step 5. An aggrieved employee may have an Association representative or an attorney present at and participating in, any level of the grievance procedure, at no expense to the Town.

Step 6. Any grievance as defined herein shall be waived if not presented in writing to the Chief within fifteen (15) business days of the alleged violation or claim or reasonable knowledge thereof.

## **ARTICLE 16**

### **WAGES**

1. The base rate of pay for call firefighters covered under this Agreement shall be as follows:

a. For FY2018, the following wages will apply:

FF	-9.47%
FF/EMT	-9.47%
FF/EMT/ENG Base	\$ 21.62
EMT – I	9.17%
EMT – P	18.34%
Lieutenant	18.34%
Captain	36.68%
CDL Incentive	5.0%
YOS < 5 (per year)	-4.0%

b. For FY2019 and FY2020, the following wages will apply:

Title	Medical Certification	Hourly Rate
Firefighter – Exterior*	First Responder*	\$15.00
	EMT-Basic	\$16.00
	EMT-Paramedic	\$18.00

Firefighter	First Responder*		\$16.00
	EMT-Basic	< 1yr	\$16.50
		> 1yr	\$17.50
		> 2yrs	\$18.00
		> 3yrs	\$18.50
		> 4yrs	\$19.00
		> 5yrs	\$20.00
		> 10yrs	\$21.00
	EMT-Paramedic	> 1yr	\$23.00

Firefighter I/II	EMT-Basic	> 2yrs	\$19.00
		> 3yrs	\$19.50
		> 4yrs	\$20.00
		> 5yrs	\$21.00
		> 10yrs	\$22.00
	EMT-Paramedic	> 2yrs	\$24.00

Firefighter Engineer	EMT-Basic	> 5yrs	\$23.00
	EMT-Paramedic	> 3yrs	\$25.00

*\*New Titles of “Firefighter Exterior” and “First Responder” are intended to be temporary titles for new hires. All members are required to the complete necessary training and certifications to achieve status to achieve “Firefighter” and “EMT-Basic” within twelve (12) months of hire.*



2. Rank Differentials:
  - a. Lieutenant: The rank of Lieutenant shall receive 18.34% differential over the base rate of pay for their firefighter and medical certification base rate.
  - b. Captain: The rank of Captain shall receive 36.68% differential over the base rate of pay based on the firefighter and medical certification base rate.
3. CDL Incentive: Employees holding a valid Commercial Driver's License ("CDL") shall receive a 5% differential over their base rate of pay.
4. Timecards: All employees shall be paid based on department issued timecards. It shall be the employee's responsibility to submit timecards for all work performed in a timely manner. Employees shall be paid a one hour minimum per call. Any time exceeding one hour shall be paid in one hour increments.
5. Biweekly Pay/Payroll Frequency: The Town of Topsfield may at any time, at its sole discretion, without further bargaining, institute an every fourteen day (every two weeks) payroll system for all employees covered under this contract.
6. Incentive Program: All employees who respond to 20% or more tones per fiscal year shall receive one incentive payment per fiscal year in the amount of two-hundred and fifty dollars (\$250.00). The incentive payment shall be paid by July 31<sup>st</sup>. Eligibility for the incentive payment shall be based on the total percent of tones actually worked in the previous fiscal year. The eligibility calculation shall exclude work performed for a detail or training purposes.
7. Paid On-Call Status: Members shall be entitled to a "Paid On-Call Status" payment of fifty dollars (\$50.00) to sign-up in advance to indicate the member's availability to respond to emergency responses that occur between 1800 and 0600 hours.
  - a. Members shall be compensated fifty dollars (\$50.00) based on a twelve (12) hour shift. The payment is intended to improve the likelihood of a dedicated response for 9-1-1 fire and rescue calls that occur between 1800 hours and 0600 hours, 365 days per year.
  - b. The payment is intended to compensate the member for one continuous twelve (12) hour period that includes the hours between 6:01pm to 11:59pm and 12:00am to 5:59am on concurrent days.
  - c. Members agree that full-time career Firefighters will have the right of first refusal for any available shifts.

- d. If a member signs up to indicate his or her availability, but then later fails to respond, the allowance will not be paid. In the event that a member desires to swap coverage, the member must ensure that his/her replacement is equally qualified to fulfill the necessary staffing and operational needs as may be determined by the Fire Chief in advance of the change.
- e. In the event that more than one member of the association desires to sign up for a specific shift in advance, the Fire Chief shall retain all management rights to assign the shifts in accordance with the needs of the Department.
- f. Upon sign-up, a lack of response shall result in the forfeiture of the entire payment and the member shall be subject to disciplinary action and or correctional measures as determined by the Fire Chief.

## **ARTICLE 17 EXTRA PAID DETAILS**

1. From time to time, the Fire Chief may require any group, organization or individual, including a department of the Town of Topsfield, to hire a firefighter(s) for a paid fire detail. The rate of pay for such details shall be fifty-two dollars (\$52.00) per hour, with a minimum of four (4) hours compensation in one hour increments.
2. Details involving the Town of Topsfield performed by a call firefighter shall be paid at his/her regular rate.
3. Any detail requiring three (3) or more employees as determined by the Fire Chief, shall include an Officer-in Charge (OIC). In such a case, the OIC shall be paid an additional ten percent (10%) per hour or any fraction thereof, with a minimum of four (4) hours compensation. If the detail is more than five (5) firefighters, increase officers as appropriate for span of control.
4. Any hours worked during a detail are not considered when calculating eligibility for incentive programs under Article 16 "Wages" and Article 19 "Clothing Allowance".

## **ARTICLE 18 HOLIDAYS**

1. The following days shall be considered to be holidays:

New Year's Day-January 1 <sup>st</sup>	Labor Day-1st Monday in September
Martin Luther King Day-3rd Monday in January	Columbus Day-2nd Monday in October
Washington's Birthday-3rd Monday in February	Veterans Day-November 11 <sup>th</sup>
Patriot's Day-3rd Monday in April	Thanksgiving Day – 4th Thursday in Nov
Memorial Day -Last Monday in May	Day after Thanksgiving
Independence Day-July 4 <sup>th</sup>	Christmas Day-December 25 <sup>th</sup>

2. Each employee shall be paid two (2) hours for each hour worked on any holiday.

## **ARTICLE 19 CLOTHING ALLOWANCE**

1. The Town agrees to pay each employee a one hundred and fifty dollar (\$150.00) minimum clothing allowance annually, to be paid no later than July 15 each year.
2. Effective July 1, 2018, an additional one hundred dollars (\$100) will be added to the minimum Clothing Allowance for a total maximum clothing allowance of two hundred and fifty dollars (\$250.00) per fiscal year for employees who respond to 20% or more tones.
  - a. Eligibility for the maximum Clothing Allowance of two hundred and fifty dollars (\$250.00) is based on the percentage of tones responded to during the previous fiscal year (ie. eligibility in Fiscal Year 2019 is based on the percent of responses in Fiscal Year 2018).
  - b. Eligibility calculation will exclude any work performed for a detail or for training purposes.
  - c. Payments shall be made by July 31st based on service calculations measured from the previous fiscal year.
3. Only those articles of clothing and equipment as authorized by the Chief shall be worn on duty.
4. Protective gear and equipment shall be supplied by the Town as needed and shall remain the property of the Town.

## **ARTICLE 20 IN-SERVICE TRAINING**

1. Any hours worked during required or authorized departmental training shall be paid in accordance with this agreement. The total required hours, training and attendance requirement will be at the discretion of the Fire Chief.
2. Any hours worked during required or authorized departmental training are not considered when calculating eligibility for incentive programs under Article 16 "Wages" and Article 19 "Clothing Allowance".

## **ARTICLE 21 MISCELLANEOUS PROVISIONS**

1. Use of Personal Vehicles: At the request of the Fire Chief, employees may, but shall not be obligated to use their personal automobile on official Town business and said employees shall be compensated as per the policy of The Board of Selectmen.
2. Driver's License: All firefighters shall possess a valid and current driver's license. Failure to

possess such a license shall constitute just cause for discipline, up to and including, termination. The Chief, or designee, must be immediately notified in writing by the affected bargaining unit member if his/her driver's license is suspended or revoked.

3. Return to Duty: The Town may require, after a reasonable period of absence, that a member submit medical documentation, or submit to an examination at Town expense, and by a physician, or other qualified medical professional, of the Town's choosing, for the purpose of establishing continuing disability or fitness for return to duty.

## **ARTICLE 22 NO-STRIKE CLAUSE**

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

## **ARTICLE 23 MANAGEMENT RIGHTS**

Except as otherwise expressly and specifically provided in this Agreement and consistent with the Town's obligations under M.G.L. c.150E, the Association recognizes and agrees that the supervision, management and control of the Town's business, operations, working force and facilities are exclusively vested in the management of the Town. Without limiting the generality of the foregoing, the Association recognizes and agrees that the right to plan, direct and control the Town's business, operations and working force; to hire, promote, transfer within the department, and lay off employees; and lawfully and for just and proper cause to demote, discipline, suspend, or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks, classifications, and standards of performance for employees is vested exclusively in the management of the Town.

**ARTICLE 24  
LONGEVITY**

The following schedule will apply for longevity payments. Payment shall be made the first pay period of each December for total years of service as of July 1 of each year as follows:

<u>Years of Service on 7/1</u>	<u>Amount</u>
10 years	\$325.00
15 years	\$375.00
20 years	\$500.00
25 years	\$750.00

**ARTICLE 25  
ANNUAL TB TEST**

There shall be an annual TB test for all employees paid for in full by the Town.

**ARTICLE 26  
DEDUCTION OF ASSOCIATION DUES**

The Employer shall, during the life of this Agreement, deduct 2% of the employee's wages, excluding detail pay, as dues, up to a maximum of \$5.00 per pay period. Dues and other assessments shall be deducted from each member of the bargaining unit as authorized from time to time by the Association and certified in writing to the Employer by the Association. The Employer shall remit the amounts deducted to the Association no later three (3) business days after the deductions have been made, and shall provide the Association with an accounting of the deductions.

**ARTICLE 27  
DURATION OF AGREEMENT**

1. This Agreement shall be retroactive to July 1, 2017, and shall remain in full force and effect until June 30, 2020, or until a successor agreement is executed by the parties, whichever occurs later.
2. Six months prior to the termination date of this Agreement either party may submit to the other its proposals for a new Agreement to be effective on the termination date of this Agreement. Upon receipt of a proposal from one party, both parties shall proceed forthwith to bargain collectively with respect thereto. If negotiations are not concluded and a new Agreement is not executed prior to the termination date, this Agreement shall be in effect from day to day thereafter until a successor Agreement is executed.

**SIGNATURE PAGE**

Whereas a Memorandum of Agreement was voted and approved by the Board of Selectmen on March 14, 2018, the parties agree to a consolidated contract and collective bargaining agreement.

WITNESS our hand and seal this **25th** day of **April, 2018**:

For the Town of Topsfield  
By Board of Selectmen

For the Topsfield Call Firefighter Association:

\_\_\_\_\_  
Boyd R. Jackson, Chairman

\_\_\_\_\_  
Scott Winfrey, President

\_\_\_\_\_  
Mark B. Lyons, Clerk

\_\_\_\_\_  
Jonathan Hallinan, Vice President

\_\_\_\_\_  
John K. Spencer, Member

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

\_\_\_\_\_  
A. Richard Gandt, Member

\_\_\_\_\_  
Laura J. Powers, Member

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