

COLLECTIVE BARGAINING AGREEMENT

Between the

TOWN OF TOPSFIELD



And the

TOPSFIELD POLICE RESERVE ASSOCIATION

JULY 1, 2015 - JUNE 30, 2018

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I **PARTIES**

This Agreement made this 20th day of June, 2016 by and between the Town of Topsfield, hereinafter referred to as the "Town", and the Town of Topsfield recognizes the Topsfield Reserve Police Association, hereinafter referred to as the "Association" as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for all part-time Reserve Officers.

ARTICLE II **DEFINITIONS**

The following terms as used in this Agreement shall have the following definitions:

1. "Member of the Topsfield Police Reserve Association" shall mean any part-time police officer of the Town of Topsfield who is enrolled upon the records of the Association as a member. It is not necessary for a reserve officer to become a member of the Association as a condition of employment.
2. "Reserve" shall mean any part-time police officer who is a duly sworn Topsfield reserve police officer.
3. "Employee" shall mean any part-time Reserve police officer, as defined above, but shall not include other part-time employees, office or clerical personnel, auxiliaries, special police officers, or police cadets.
4. "Town" shall mean Town of Topsfield as represented by the Board of Selectmen.
5. "Seniority" shall mean the most recent date in which a member is appointed to the position of a Topsfield Police Reserve Officer.

ARTICLE III **TERM OF CONTRACT**

The term of this contract shall be for a period running from July 1, 2015 through June 30, 2018.

This agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a new agreement shall commence at least ninety (90) days prior to the expiration of this agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

Step 1. Grievances shall be first presented orally by the association to the Chief of Police, and an earnest effort shall be made to adjust the grievance in an informal manner.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be reduced to writing by the Association and presented to the Chief of Police within fifteen (15) days of the alleged violation or reasonable knowledge thereof. The Chief of Police shall meet with the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him/her and he/she shall answer the grievance in writing within seventy-two (72) hours after the meeting.

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

Step 4. If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be submitted by the employee within forty-five (45) days to the American Arbitration Association in accordance with its rules. The parties hereto shall share equally in the cost of arbitration proceedings. However, each party shall be responsible for compensating its own representatives, witnesses and attorneys.

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

Section 3. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. The award of an arbitrator shall be final and binding upon the parties covered in this agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this agreement.

Section 4. Any of the time limits outlined in this agreement may be changed at any time by mutual agreement of the parties.

Section 5. Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

Section 6. The Association shall be entitled to submit grievances which affect the entire Association in the name of the Association in the same manner as provided therein for employees, provided a specific grievance is filed initially by at least one employee.

Section 7. Any incident which occurred or failed to occur prior to the signing of this agreement shall not be the subject of any grievance procedure under this contract.

Section 8. Grievance as defined by this contract shall be waived if not presented in writing to the Chief of Police within fifteen (15) days of the alleged violation or reasonable knowledge thereof.

ARTICLE V

HOURS OF WORK

As emergencies or as the needs of the service require, employees may be required to perform certain work. Employees shall be given as much advance notice as possible of such work. The Town will continue its present practice with regards to the scheduling and posting of work, and said work to be distributed to all Association employees on an equitable and fair basis. In no instance shall an auxiliary officer, special officer or cadet have preference over a reserve officer.

ARTICLE VI

INSURANCE

During the term of this agreement the Town shall keep in effect an insurance policy which shall provide the following basic coverage for each reserve officer. Stated insurance coverage shall be limited to losses and injuries incurred in the line of duty.

- a. Weekly Indemnity Benefit with a weekly rate equal to 66.67% of a full-time patrolman's base pay.
- b. During the term of this Agreement, the Town shall keep in effect insurance policies covering death, disability, and/or medical insurance for public safety officers, including such insurance as required in Chapter 125 of the Acts of 2005, the so-called McNamara Act, for each reserve officer. Such insurance shall be offered under the same terms and conditions as is offered to other Town employees.

ARTICLE VII

PAYING POLICE DETAILS

Paying police details shall include all services rendered to private parties, or to the Town for Chapter 90 projects, and for school related functions, when so requested, but does not include regularly scheduled tours of duty or work shifts, overtime or court time. Details which are not filled by the full-time police officers shall be distributed among the employees of the department as provided in Article V of this Agreement. The Town will continue its present practice with regards to the distribution of the Topsfield Fair detail i.e.: by seniority, and excluding post assignments. The rates of compensation for such details shall be the same as is paid to a full-time officer of the department.

ARTICLE VIII

CLOTHING ALLOWANCE AND EQUIPMENT

The Town agrees to pay each reserve officer a \$540.00 uniform clothing and cleaning allowance annually, to be paid no later than July 15 of each year. In order to comply with the IRS code, the uniform clothing and cleaning allowance is recognized as regular taxable income under this contract.

Effective July 1, 2017, the clothing allowance will be based on minimum service requirements to qualify for the payment:

Minimum to Qualify:	14 Shifts (or 112 hours)	\$300
Maximum Allowance:	28 Shifts (or 224 hours) or more	\$600

Eligibility for the allowance will be based on the total number of shifts or hours worked during the previous fiscal year and based on the actual time worked. The allowance calculation will exclude any time worked during a detail assignment or to participate in training. Members who instruct and/or provide training for the Department will be eligible to receive credit towards their annual allowance calculation. When eligible for the allowance, payments will be made after July 1st and by July 15th based on eligible service calculated from the previous fiscal year. *(For example, 28 Shifts or more worked between July 1, 2016 and June 30, 2017 – excluding detail and training - will be eligible for a \$600 allowance to be paid in Fiscal Year 2018 by July 15, 2017.)*

Effective July 1, 2016, the Employee at his sole cost and expense shall provide their own personal uniform clothing and a belt, pouch, handcuff case, flashlight holder, baton holder and keepers.

The Town at its sole cost and expense, shall supply to all employees all handcuffs, hand guns, revolvers, holster, ammunition, badges, ballistic vests and such other equipment designated by the Chief shall remain the property of the Town.

All items, whether uniforms, clothing or equipment that are damaged in the line of duty that must be replaced shall be replaced at the expense of the Town; however, if any court shall order the offending party make restitution to the police officer for the damaged items, then the amount so received by that officer pursuant to the order of restitution shall be paid to the Town. Normal wear and tear or items damaged through the careless negligence or misuse by a police officer shall not be considered damaged in the line of duty.

ARTICLE IX

HOLIDAYS

Any employee who works on any Holiday defined below, shall be compensated at two (2) times his/her hourly rate for his/her time on the shift.

New Years Day	January 1* (Exception 4pm-12pm shift)
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Patriot's Day	3rd Monday in April
Memorial Day	Last Monday in May

Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas Day

July 4th
1st Monday in September
2nd Monday in October
November 11

December 25
*(Exception 4pm-12pm shift)

The day after Thanksgiving, although not a holiday, shall be included and compensated at two (2) times his/her hourly rate for his/her time on the shift. *The evening shifts (4pm-12pm) on December 24 and December 31 will be compensated at two times his/her hourly rate for his/her time on the shift.

ARTICLE X **COMPENSATION**

1. The hourly rate of compensation for employees shall be as follow:

FY 2016	July 1, 2015 – June 30, 2016	\$21.08	(3%)
FY 2017	July 1, 2016 – June 30, 2017	\$21.50	(2%)
FY 2018	July 1, 2017 – June 30, 2018	\$21.93	(2%)

2. A minimum of four (4) hours pay shall be received for each call to duty or training session.
3. Each Employee who is required by the Chief to attend a court proceeding, representing the Town shall be compensated at one and one-half (1/2) times his/her hourly rate for his/her time at court. A minimum of four (4) hours pay shall be received for each call to court.
4. All employees shall receive, in addition to their regular rate of pay, the same differential rate of pay as afforded to the full time officers.
5. Each member of the bargaining unit who works shall be entitled to receive longevity payments for years of service as a Reserve Officer. Payments shall be made the first pay period of each December for years of continuous service as of the previous July 1st in accordance with the following schedule:

After 5 years of continuous service (payable in years 6-10)	\$250.00
After 10 years of continuous service (payable in years 11-15)	\$325.00
After 15 years of continuous service (payable years 16-20):	\$375.00
After 20 years of continuous service (payable years 21 and over)	\$500.00

In order to be eligible for longevity payments, the member must work a minimum of 28 shifts (or 224 hours) per fiscal year in the previous fiscal year for which payment is made. If an Association member holds one or more other positions in the Town that qualify for a longevity bonus, that member will only qualify for one longevity bonus. If a member leaves the employment of the Town, the member will not receive a longevity bonus that year.

6. Effective July 1, 2017, members of the Bargaining Unit shall be eligible to receive a four-hundred dollar (\$400) incentive payment based on a minimum service levels worked in the previous fiscal year.

In order to be eligible for an incentive payment, the member must work a minimum of 50 shifts or 400 hours in the previous fiscal year. Eligibility for the incentive shall be based on the total number of shifts or hours actually worked during the previous fiscal year and excludes any time worked during a detail assignment or during training. Upon approval of the Police Chief, members who instruct and/or provide training for the Department will receive credit towards the eligibility calculation. If eligible, incentive payments will be made after July 1st and by July 15th based on eligible service calculated from the previous fiscal year. *(For example, 400 hours or 50 Shifts worked between July 1, 2016 and June 30, 2017 – excluding detail and training - will be eligible for a \$400 incentive to be paid in Fiscal Year 2018 by July 15, 2017.)*

7. Members agree to transition to bi-weekly pay if the Topsfield Police Department payroll changes to bi-weekly pay schedule prior to June 30, 2017. After July 1, 2017, the Town of Topsfield may at any time at its sole discretion, and without further bargaining, institute an every fourteen day (every two weeks) bi-weekly payroll system upon forty-five (45) days of notice to the Association.

ARTICLE XI

IN SERVICE TRAINING

The Town shall be required to pay an employee for his/her time expended in courses and training required in order to obtain his/her First Responder emergency medical training re-certification, firearms training, and such other meetings and/or training that attendance of all employees is required. Any such mandatory meeting shall be posted and the employee shall be notified.

In service training shall not be included in the calculation of eligibility towards longevity or incentive payments or towards the Clothing and Uniform Cleaning Allowance.

ARTICLE XII

REAPPOINTMENT

Each employee with five (5) or more years of continuous service to the Town as a Reserve Officer shall be appointed for a term of not less than two (2) years. Any employee with one (1) or more year's service to the Town shall not be discharged, suspended, demoted or disciplined except for just cause. Any actions by the Town shall be subject to the grievance procedure of this agreement. The reappointment of employees shall be at the discretion of the Board of Selectmen provided, however, a vote not to reappoint shall not be made in an arbitrary or capricious manner.

ARTICLE XIII

MANAGEMENT RIGHTS

Except as otherwise expressly and specifically provided in this agreement, 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, and lay off employees; and lawfully and for just and proper cause to demote,

discipline, suspend, or discharge employees is vested exclusively in the management of the Town. The foregoing shall not be taken, however, as a limitation upon the rights of the Association to represent the employees covered hereby in the procedures provided in this agreement.

WITNESS our hands and seals the date first written above.

FOR THE TOWN OF TOPSFIELD
BOARD OF SELECTMEN

J. Stephen Lais, Chair

Mark Lyons, Clerk

Martha A. Morrison, Member

Boyd R. Jackson, Member

Laura J. Powers, Member

Date: 06.20.14

FOR THE TOPSFIELD
POLICE RESERVE ASSOCIATION

David Castellarin, President

Lawrence Nestor, Vice President

Date: 06/20/14