



**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF TOPSFIELD
AND THE
TOPSFIELD IAFF FIRE FIGHTERS LOCAL 3250**

July 8, 2019

Now come the Town of Topsfield ("the Town"), acting by and through its Board of Selectmen ("the Board"), and the Topsfield IAFF Fire Fighters Local 3250 ("Local 3250"), acting by and through its Executive Board, which for good and valuable consideration, agree as follows:

WHEREAS, the Town and Local 3250 have a collective bargaining agreement in place for a term of July 1, 2017 through June 30, 2020; and,

WHEREAS, the Town and Local 3250 have a side letter of agreement that allows the parties to utilize a reopener clause to engage in discussions concerning nighttime response and to evaluate the operational effectiveness of "Paid On-Call Status" or other operational proposals to best ensure the efficient and effective delivery of public safety services to the citizens of Topsfield; and,

WHEREAS, the Town and Local 3250, desire to increase the likelihood of a dedicated response for 9-1-1 fire and rescue calls that occur between the hours of 6:00 PM ("1800") and 6:00 AM ("0600"); and,

WHEREAS, the Town and Local 3250, subject to ratification by Local 3250 and the Board, have come to terms relative to a memorandum of agreement between the Town and Local 3250; and,

NOW, THEREFORE, the Town and Local 3250 agree as follows:

1. The parties agree to amend Article 22, Section 9 "Paid On-Call Status" by DELETING the following language from Section 9, Sub-Sections a-e:

9. PAID ON-CALL STATUS: Members are entitled to receive a payment of fifty dollars (\$50.00) to compensate the employee to sign-up in advance and indicate availability to respond to emergency responses that occur outside their regular shift rotation.

- A. Members shall be compensated the \$50.00 payment 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. 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.

- B. Sign-ups shall not be mandatory. Members shall have the right of first refusal for all available shifts.
 - C. If an employee signs up to indicate his or her availability, but then later fails to respond, the allowance will not be paid.
 - D. In the event that a Firefighters desires to swap the coverage, they must ensure that the replacement is equally qualified to fulfill the necessary staffing and operational needs as determined by the Fire Chief in advance of the change.
 - E. 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.
2. The parties agree to amend Article 22, Section 9 "Paid On-Call Status", Sub-Sections a-d by REPLACING the existing language under Sections 9 a-d and INSERTING the following new language:

9. Night Shift: Members shall be allowed to work twelve (12) hours in night shift in the station. "Night shifts" are defined as Sunday through Thursday from 1800 to 2359 hours, and Friday and Saturday from 1800 to 0600 hours.

- a. Members shall be compensated at their overtime rate based on a six (6) or a twelve (12) hour shift as assigned. The payment helps to guarantee a timely response from the Fire Department to all emergencies.
- b. Members agree that the Members of Local 3250 will have the first "Right of Refusal" for any available shifts.
- c. Scheduling for shifts will be assigned per the contract.
- d. All shift swaps must be approved by the Fire Chief prior to being reassigned.

These amendments simply preserve the previous contractual agreement.


No changes have been negotiated that will impact the existing pay structure or contractual terms.

SIGNATURE PAGE

In witness whereof, the parties agree this 8th day of July, 2019.

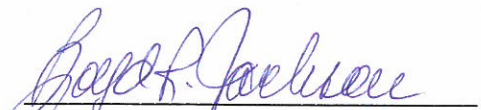
For the Town of Topsfield
By Board of Selectmen


Mark B. Lyons, Chairman

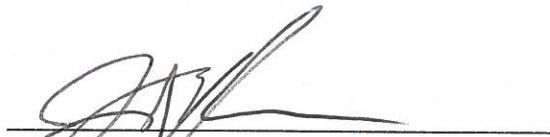

Lynne Bermudez, Clerk


John K. Spencer, Member

A. Richard Gandt, Member


Boyd R. Jackson, Member

For the Topsfield Fire Fighters Local 3250:


John Boyle, President

Date: 7/12/2019

Date: 7-9-2019