

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

**AGREEMENT**



**BETWEEN  
TOWN OF TOPSFIELD  
AND  
POLICE BENEVOLENT ASSOCIATION  
OF  
TOPSFIELD**

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

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## **PREAMBLE**

This Agreement made by and between the Town of Topsfield, a municipal corporation located in Essex County, Massachusetts (hereinafter called the "Town"), and the Topsfield Police Benevolent Association affiliated with MassCOPS (herein called the "Association").

WHEREAS, the Town of Topsfield has recognized the Association as the collective bargaining representative for the employees of the police department who are hereinafter referred to: and

WHEREAS, the Town and the Association have engaged in collective bargaining negotiations with respect to wages, hours, and other conditions of employment.

NOW, THEREFORE, the Town and the Association agree as follows:

## **ARTICLE 1 DEFINITION OF BARGAINING UNIT**

The term "employee" as used in this Agreement means regular, full-time police officers of the police department of the Town, excluding the Chief, Deputy Chief, Captain, Lieutenant of the Department, part-time employees, office and clerical employees, auxiliaries, reserve officers, special officers and all other employees of the Town.

## **ARTICLE 2 RECOGNITION**

The Town recognizes the Association as the exclusive collective bargaining representative for all of the employees of the police department of the Town as defined in Article 1 for the purpose of collective bargaining concerning wages, hours and other conditions of employment defined by Massachusetts General Law, Chapter 150E.

## **ARTICLE 3 EMPLOYEE RIGHTS AND REPRESENTATION**

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.

Employees have, and shall be protected in the exercise of the right freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to present Association views and positions to the public, to officials of the Town of Topsfield and of the General Court or to any other appropriate authority or official.



During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of membership dues, levied in accordance with the Constitution of the Association, shall be deducted from the pay of each employee who executes or has executed such form and the Town shall remit the aggregate amount to the Treasurer of the Association or its designee along with a list of employees who have said dues deducted. If the employee has no earnings due from a particular pay period, the Association shall be responsible for collecting said dues. The Association shall give the Town thirty (30) days' notice of any change in the amount of dues to be collected. The Association certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of the majority of all employees in the bargaining unit present and voting. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of the Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, Department official, or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of his/her right to join or refrain from joining the association;
2. Interfere with the formation, existence, operations or administration of the Association;
3. Discriminate against an employee in order to encourage or discourage membership in the Association;
4. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or on behalf of the Association; or
5. Refuse to meet and negotiate as required for collective bargaining or to confer concerning matters of grievance as specifically set forth in this Agreement.

#### **ARTICLE 4 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; 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. 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 in this Agreement.

## ARTICLE 5 NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. 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.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Association shall take all reasonable means, including a public written statement, to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Association nor of its officers or agents for any monetary damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association. Any employee who breaches the agreements contained in this Article shall be subject to disciplinary proceedings.

## ARTICLE 6 STABILITY OF AGREEMENT

The failure of the Town or of the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as 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 7 PAY RATES

Section 1. The weekly base rates of pay for employees covered by this Agreement shall be as follows:

| Effective Date  | Patrol Officer | Senior     | Master     | Sergeant   |
|-----------------|----------------|------------|------------|------------|
| July 1, 2017    | \$1,176.94     | -          | -          | \$1,365.25 |
| March 13, 2018: | -              | \$1,188.71 | \$1,200.48 | -          |
| July 1, 2018    | \$1,200.48     | \$1,212.48 | \$1,224.49 | \$1,392.56 |
| July 1, 2019    | \$1,224.49     | \$1,236.73 | \$1,248.98 | \$1,420.41 |

Differential Rates: The title differential for the position of Senior Patrol Officer is one (1%) percent over the Patrol Officer base pay. The rank differential for the position of Master Patrol Officer is two (2%) percent over the Patrol Officer base pay. The title differential for the position of Sergeant is sixteen (16%) percent over the Patrol Officer base pay. See above pay rate schedule.

Senior Patrol Officer: For the title of "Senior Patrol Officer", a differential will be applied to eligible members who meet all requirements as determined by the Chief of Police after a minimum of five (5) years' full-time experience with the Topsfield Police Department as a Full-Time Patrol Officer. Time worked as a Reserve Officer in the Department is not applicable. The title and pay rate shall not impact the Sergeant's differential calculation.

Master Patrol Officer: For the title of "Master Patrol Officer", a differential will be applied to eligible members who meet all requirements as determined by the Chief of Police after a minimum of ten (10) years of full-time experience with the Topsfield Police Department as a Full-Time Patrol Officer. Master Patrol Officers must meet all other requirements as listed for the Senior Patrol Officer position. Time worked as a Reserve Officer in the Department is not applicable. The title and pay rate shall not impact the Sergeant's differential calculation.

As determined by the Chief of Police, the titles of Senior Patrol Officer and Master Police Officer may be posted and filled following a careful review of all candidates.

- A. Officer has abilities and knowledge to perform the function of shift commander in lieu of a Sergeant or higher ranking officer present for patrol or other required operations.
- B. Officers to be considered for the title of Senior Patrol Officer must have successfully completed at least one or more of the following:
  - Shift Commander Training
  - Supervisory Commander Training
  - Field Training Officer Training
- C. Officers to be considered for the title of Master Patrol Officer must have successfully completed at least one or more of the following:
  - Supervisory Commander Training
  - Field Training Officer Training
- D. Officer has no serious or significant discipline within a two (2) year period prior to appointment.
- E. Officer shall have a minimum 5 years full-time experience with the Topsfield Police Department as a full-time Patrol Officer to be eligible for the position of "Senior Patrol Officer".
- F. Officer shall have a minimum 10 years full-time experience with the Topsfield Police Department as a full-time Patrol Officer to be eligible for the position of Master Patrol Officer.



- G. An Officer who meets the requirements for the posted position(s) of Senior Patrol Officer or Master Patrol Officer, but is not appointed, shall follow the existing union contractual language, with the exception that their related grievance shall not be submitted for arbitration. The decision of the Board of Selectman shall be final.

Section 2. Patrol Officers newly hired shall be paid ninety (90%) percent of the pay of a Patrol Officer, as set forth in paragraph 1 above, and the maximum pay of a Patrol Officer, as so set forth, upon the completion of a probationary one (1) year period. A Patrol Officer promoted to the rank of Sergeant shall be paid ninety-five percent (95%) of the pay of a Sergeant, as so set forth, and shall receive full pay upon the completion of one (1) year in such grade.

Section 3. Employees working the midnight shift (12 midnight to 8 A.M.) shall receive, in addition to their regular weekly compensation, a night shift differential equivalent to eight percent (8.0%) of their regular weekly compensation.

Section 4. Employees working the afternoon shift (4 P.M. to 12 midnight) shall receive, in addition to their regular weekly compensation, a night shift differential equivalent to seven percent (7.0%) of their regular weekly compensation.

Section 5. Night shift differential shall be included in the base pay of employees for purposes of vacation, sick leave, injured leave and bereavement leave pay, and for pension/retirement purposes, but shall not be included in such base pay for the purposes of determining court time, holiday pay or overtime unless the overtime is also worked on said premium shifts.

Section 6. Specialty Pay: The following positions shall receive an annual stipend of six hundred dollars (\$600.00): Firearms Instructor, Detectives and Court Officer.

Section 7: Provided that all other employees agree, all employees will receive their pay on a bi-weekly basis.

Section 8 Provided that all other employees agree, employees will be paid by direct deposit.

## **ARTICLE 8 HOURS OF WORK**

Section 1. All employees covered by this Agreement shall be scheduled to work regular tours of duty and each tour of duty shall have a regular starting time and quitting time.

Section 2. A regular tour of duty shall consist of eight (8) hours.

Section 3. Tours of duty shall be scheduled on the basis of four (4) consecutive days of "on duty" and two (2) consecutive days of "off duty".

Section 4. Bid Shifts: Each May 1st and November 1st, the Chief of the Department shall post on the station board a bid shift assignment list, listing the number of vacancies on each shift; which shall remain posted for a period of twenty (20) days. The Chief will indicate the number

of assignments for each shift. Shift selection shall be made by seniority by rank. Beginning on the above dates, the senior employee, by rank, shall have two (2) on duty days to select his/her preferred shift. Thereafter, every two (2) days the on duty officer shall notify the next senior employee by rank until all employees have selected their desired shift assignment. If an employee does not select his/her shift within the time allowed, he/she shall be passed by the next succeeding employee by rank on the seniority list, following which he/she shall re-enter the list for shift selection.

- a) Split Shift, if available, as defined as Eve/Day shift
- b) Evening 4-mid
- c) Midnight mid-8
- d) Midnight Split Shift, if available, as defined as Mid/Eve shift

After completion of the process, but no later than 2 weeks prior to the effective dates, schedule will be set up for the months of July 1 thru December 30 and January 1 thru June 30.

The Chief may reassign members in the best interest of the department and safety of the Town, including for medical needs and personal difficulties. The Chief shall articulate the need for the reassignment in writing.

## **ARTICLE 9 OVERTIME**

Section 1. Scheduling Overtime. In emergencies or as the needs of the service require, employees may be required to perform overtime work. Employees shall be given as much advance notice as possible of any overtime work. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees, other than those required to work beyond their normal tour of duty due to exigencies of their workday, shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in the execution of the overtime job, such additional personnel as are deemed necessary by the Chief of Police may be required to work overtime on an assigned basis. There shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Section 2. Overtime Service. Overtime worked shall be all assigned, authorized or approved service outside or beyond an employee's regularly scheduled tour of duty worked on any day or outside or beyond an employee's regularly scheduled work week worked in any payroll week, excluding, however paid police details.

Section 3. Compensation for Overtime Service. An Employee who performs overtime services in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time and one-half of his straight-time hourly base rate for each hour of portion thereof of overtime service. His straight-time hourly base rate shall be computed on the basis of a forty (40) hour work week. Employees receiving a shift premium shall have their overtime computed thereon, if the overtime involves a premium shift. An employee shall not be



required to accept compensatory time off in lieu of monetary compensation for overtime service, but may, at his/her option, elect to receive compensatory time off on a one and one-half time hourly basis for each hour or fraction thereof of overtime service, at such time or times as shall be approved by the Chief of Police for scheduling purposes. Employees may accumulate up to eighty (80) hours of compensatory time and may, upon use of this time, reaccumulate up to the eighty (80) hour ceiling. Employees must use accumulated time within the fiscal year or it shall be paid as overtime worked during the last pay period in June of each fiscal year. Pay for overtime service shall be in addition to, and not in lieu of, vacation pay.

Employees have the option to carry-over up to eighty (80) hours of comp time into the next fiscal year upon the approval of the Chief of Police.

Section 4. First Refusal. Employees shall have first refusal on the following shifts:

- (a) One-half of the scheduled vacations for the members of the Association;
- (b) Six (6) weeks of scheduled outside training school;
- (c) The Topsfield Fair;
- (d) One-half of the scheduled personal days for the members of the Association;
- (e) One-half of the scheduled holidays for the members of the Association;
- (f) One-half of the sick leave shifts available for the members of the Association;
- (g) Comp time shall be capped at 80 hours per current contract;
- (h) One-half of the holiday comp and comp time shifts for the members of the Association.

Section 5. Payment. Overtime shall be paid to employees within three (3) weeks after it was earned.

## **ARTICLE 10 EXTRA PAID DETAILS**

Section 1. In all instances where the detail is to be paid by a Town Department, a governmental body, or by an outside individual, group, corporation or organization, there may be a police officer or officers required, subject to the discretion of the Chief of Police.

Section 2. Effective upon signing said contract, officers attending such details shall be compensated at the rate of fifty-two (\$52.00) dollars per hour, with a minimum of eight (8) hours compensation after four (4) hours worked per assignment, with a minimum of four (4) hours compensation per assignment.

Section 3. Any detail requiring three (3) or more officers as determined by the Chief of Police, shall include a sergeant or acting sergeant. In such case, the sergeant or acting sergeant shall be paid an additional ten percent (10%) per hour or any fraction thereof, with a minimum of four (4) hours compensation.

Section 4. All extra paid details shall be assigned by the Chief of Police on an equitable basis. The refusal of a paid detail shall count as a detail worked when an employee has had at least twenty-four (24) hours notice of said detail.

Section 5. Bargaining unit employees shall have the right of first refusal on all paid details.

Section 6. All extra paid details shall be paid to employees within four (4) weeks of their having been worked.

Section 7. Details requested because of a labor strike situation, and subject to the discretion of the Chief of Police, will require the assignment of a minimum of two (2) officers, and shall be paid at a rate of time and one-half times the applicable detail rate.

Section 8. Details required as a result of an emergency situation, as determined by the Chief of Police, shall be paid at a rate of time and one-half times the applicable detail rate if said detail occurs on Sundays or Holidays, exclusive of all town departments.

Section 9. Details in excess of eight (8) hours in duration (exclusive of the Topsfield Fair) shall be paid at the rate of one and one-half times the applicable detail rate set forth in Section 2, above.

## **ARTICLE 11 IN-SERVICE TRAINING**

In-service departmental training shall be paid at the employee's overtime rate of pay if the employee is not on duty. The total required hours, training and attendance requirements will be at the discretion of the Chief of Police. Any employee who fails such training shall, if directed to, repeat the program at no further wage cost to the Town.

## **ARTICLE 12 CALL BACK**

Employees called to work on a scheduled day off, or during their vacation or after their regularly scheduled working hours shall be paid one and one-half (1 1/2) times their regular hourly rate and shall receive a minimum of four (4) hours pay.

If called to work before their regularly scheduled working hours shall be paid one and one-half (1 1/2) times their regular hourly rate only for the actual additional time worked.

## **ARTICLE 13 COURT TIME**

An employee on duty at night, on vacation or on a day off, who attends as a witness, a prosecutor, or in any other capacity in the performance of his/her duties for and on behalf of the Commonwealth of Massachusetts, or the United States of America, or in any similar capacity before any state, federal or municipal agency or court shall be entitled to compensation at the rate of time and one-half his/her straight time hourly rate of pay for every hour or fraction thereof during which he/she was in attendance, with a minimum compensation for such attendance of four (4) hours at said overtime rate.

## ARTICLE 14 UNIFORM AND CLEANING ALLOWANCE

Section 1. The Town agrees to pay each full-time officer a cleaning and clothing allowance of one thousand three hundred and sixty five (\$1,365) dollars annually to be paid no later than July 15th each year subject to all applicable taxes. Effective July 1, 2018, the cleaning and clothing allowance will be increased to one thousand four hundred dollars (\$1,400.00) annually.

New members of the bargaining unit, upon successful completion of Academy training, shall only be eligible for a cleaning allowance, not to exceed two hundred dollars (\$200.00), upon presentation of cleaning receipts, for the year following completion of the Academy. Thereafter, they will receive the benefits of paragraph one, above, at the next distribution date and thereafter.

Section 2. Only those articles of clothing and equipment as authorized by the Chief of Police shall be worn on duty.

Section 3. Any new uniform, uniform item or uniform decoration issued (not replacement) as ordered by the Chief of Police and approved by the Town shall be originally purchased and provided by the Town and subsequently maintained and replaced by the employee.

Section 4. Articles of clothing worn while on duty will be clean and neat appearing at all times. Equipment likewise will be kept in good and serviceable condition.

Section 5. Upon request by a member, the Town will pay one hundred and fifty dollars (\$150.00) of the initial cost of body armor. The Town will further provide a replacement vest after five (5) years, when requested by the member.

Section 6. When a new officer is hired from the ranks of Reserve or Auxiliary officers the existing equipment and uniforms the officer possesses shall be utilized by the officer. The Town shall not be responsible for purchasing new equipment or uniforms unless a need is determined by the Chief of Police.

The parties agree that any grant monies obtained by the Town for purposes of supplying body armor, may be used to fund or supplement this provision.

## ARTICLE 15 VACATIONS

Section 1. Paid vacations shall be in accordance with the following schedule:

- a. After the completion of one (1) year of service – ten (10) days paid vacation annually;
- b. After completion of five (5) years of service – fifteen (15) days paid vacation annually;
- c. After completion of five (5) years service, an employee shall be credited with one (1) additional day for each year of service with a maximum of twenty (20) days paid vacation annually after ten (10) years of service;



- d. After completion of fifteen (15) years of service – twenty-two (22) days paid vacation annually;
- e. After completion of seventeen (17) years of service – twenty-three (23) days paid vacation annually; and
- f. After completion of twenty (20) years of service – twenty-five (25) days of paid vacation annually.

Section 2. One week (5 days) of vacation time may be carried over with the approval of the Chief.

Section 3. Upon termination of employment the employee shall receive payment (pro-rated) for any vacation earned during the previous year and not used in the present vacation year.

Section 4. If termination of employment is caused by death, the vacation leave payment referred to in Section 3 above shall be paid to the spouse, children or heirs of the employee.

Section 5. The amount of vacation due an employee shall be determined by the number of years of full-time service for the Town of Topsfield completed by the employee. Excluded from this calculation will be any credit for part-time service for the Town of Topsfield or for any other employer.

## **ARTICLE 16 APPOINTMENTS**

Section 1. The first twelve (12) months of employment and the actual performance of the duties of the position in any grade, shall be considered a probationary period during which an employee is considered on trial. During this period, a patrolman may be discharged, or a sergeant may be reduced to the rank of patrolman, without reference to the grievance and arbitration procedures of this Agreement.

Section 2. During an employee's first five (5) years of employment, the employee may be annually reappointed. After five (5) years of consecutive annual appointments, an employee shall be reappointed for a period of not less than three (3) years starting with his/her sixth year of employment. Failure to reappoint an employee shall be subject to the grievance and arbitration provisions of this contract.

Section 3. After annual appointment after the probationary period set forth above, or during any three (3) or more years of appointment, an employee may not be discharged, suspended, demoted or disciplined except for just cause. Any actions by the Town shall be subject to the grievance and arbitration procedures of this Agreement.

## ARTICLE 17 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 employee with or without his/her Association representative and/or his/her attorney 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 three (3) business days from the time the grievance is presented to him/her and he/she shall answer the grievance in writing within three (3) business days 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) business days from the receipt of this Step 2 answer. 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 three (3) business days after the meeting ends.

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. All demands for arbitration shall be filed with the Labor Relations Connection. 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, 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. However, any employee may pursue any remedy that he/she was entitled to prior to the signing of this Agreement.

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 18 SICK AND INJURED LEAVE**

Section 1. The Town will grant sick leave to any employee who must absent himself/herself from the job because of personal sickness.

Section 2. To be eligible for this sick leave the employee must properly notify the officer in charge of the station that he/she will be unable to report for work within the first half hour of his/her tour of duty or prior to the beginning of his/her tour of duty. Notice of any such sickness should be given as soon as possible to allow time to make the necessary replacements.

Section 3. Approved sick leave shall be granted at the rate of one and one quarter (1 1/4) days per month, commencing at the completion of the first full month of employment. Sick leave may be accumulated to a maximum of two hundred and twenty (220) days.

Section 4. Should an employee be incapacitated for duty because of injuries sustained in the performance of his/her duties, he/she shall be granted leave without loss of pay for a period of one year after he/she has been placed on IOD status, until such time as he/she returns to duty. Employee shall be granted leave in accordance with Chapter 41, Section 111F of the Massachusetts General Laws.

Section 5. Employees on line of duty injury leave shall continue to accrue vacation leave and all other contractual benefits for the duration of such incapacity.

Section 6. Employees, upon retirement, are eligible for a sick time buy back. The employee shall receive a one-time reimbursement from the Town for twenty-five percent (25%) of the employee's accumulated sick time as defined in Section 3 above. The employee's hourly rate of pay upon retirement shall determine the reimbursed amount.

## **ARTICLE 19 HOLIDAY PAY**

Section 1. Only the following days shall be considered to be paid holidays:

- |     |                        |                          |
|-----|------------------------|--------------------------|
| 1.  | 4th of July            |                          |
| 2.  | Labor Day              | 1st Monday in September  |
| 3.  | Columbus Day           | 2nd Monday in October    |
| 4.  | Veteran's Day          | November 11              |
| 5.  | Thanksgiving Day       | 4th Thursday in November |
| 6.  | Day after Thanksgiving |                          |
| 7.  | Christmas              | December 25th            |
| 8.  | New Years Day          | January 1st              |
| 9.  | Martin Luther King Day | 3rd Monday in January    |
| 10. | President's Day        | 3rd Monday in February   |
| 11. | Patriot's Day          | 3rd Monday in April      |
| 12. | Memorial Day           | Last Monday in May       |

Section 2. Bargaining Unit employees shall receive an extra 8 hours pay, or 8 hours holiday time, for each holiday as set forth in Section 1, above. In addition, employees who actually work the holiday as defined in Section 1, above, either as their regular work day or on overtime, shall receive an additional 8 hours pay or 8 hours of comp time. If an employee leaves Town employment for any reason, including retirement, before the end of the fiscal year, the employee will not be entitled to the benefits of this section for holidays subsequent to the employees departure from Town service.

Section 3. If the holiday occurs within an employee's vacation period, it will not be counted as a vacation day and an additional vacation day shall be granted in conjunction with the current vacation or to be taken at a later point in time.

## **ARTICLE 20 PERSONAL DAYS**

Each employee shall be granted two (2) personal days of leave each year and shall be paid for said day at his/her base pay rate. One (1) additional personal day each year (total of 3) shall be granted each employee after completion of five (5) years of service in the department. Said personal day shall be granted at the discretion of the Chief of Police, and no reason need be given by the employee for the request of said personal day.

## **ARTICLE 21 AMENDMENTS**

Amendments to this Agreement are not binding upon the parties unless they are executed in writing and signed by the authorized representatives of each party hereto.



## **ARTICLE 22 INSURANCE**

The Town shall pay sixty-seven percent (67%) of the employees' premium for a Health Maintenance Organization (HMO) medical insurance plan. Alternatively, the Town shall pay sixty percent (60%) of the cost of an indemnity medical insurance plan such as Blue Care Preferred or a similar plan by another provider.

During the term of this Agreement, the Town shall keep in effect insurance policies covering death, disability and medical insurance for employees covered by this Agreement.

## **ARTICLE 23 BEREAVEMENT LEAVE**

In the event of the death of a member of the immediate family of the employee (which term shall mean spouse, mother, father, children, grandparents, brothers, sisters, father-in-law, mother-in-law, grandchild or relative living in employee's household) the employee will be granted leave with pay in an amount not exceed three working days and such leave shall not be chargeable to sick leave or vacation leave.

An employee shall be granted one day of bereavement leave to attend the funeral or bereavement services of any other relation by blood or marriage.

## **ARTICLE 24 ASSIGNED DUTIES**

Any employee assigned duties of a superior officer for a period in excess of thirty (30) days shall receive in addition to his/her regular pay half of the difference between his/her regular pay and the pay of his/her superior office for all such time worked retroactive to the first such shift worked. Notwithstanding the forgoing, whenever the senior Sergeant assumes the duties of the Chief for a period in excess of seven (7) days, the Senior Sergeant shall receive said differential.

## **ARTICLE 25 USE OF PERSONAL AUTOMOBILES**

At the request of the Chief of Police, employees may, but shall not be obliged to, use their personal automobile on official Town business and said employees shall be compensated at the rate of thirty-two and one-half (.325) cents per mile for said use.

## **ARTICLE 26 SICK LEAVE BANK**

There shall be established a sick leave bank for the use of any employee who exhausts his/her sick leave earned pursuant to Article 18, Section 3.

1. Each bargaining unit employee shall contribute two and one-half (2.5) days of earned sick leave each contract year to the bank until the bank has a total of one hundred (100) days. Once reached, additional days will be added only to maintain the maximum total allowed.
2. Application for use of the days will be made in writing to a committee consisting of three (3) Association representatives who shall determine by a majority vote the need and verify the continuing incapacity for duty. The grant of days from the bank shall not be unreasonably withheld.
3. No single employee shall apply for a use more than two-thirds (2/3) of the total days available in the bank. The sick leave bank shall not be utilized for line of duty injury leave granted pursuant to M.G.L. c. 41, s. 111F.
4. There shall be no "light duty" status for any employee for partial disability suffered on or off duty.

## ARTICLE 27 CAREER INCENTIVE PAY

Employees shall be compensated in accordance with the provisions of Massachusetts General Laws, Chapter 41, Section 108L, as amended, which has been accepted by the Town, and is incorporated herein by reference. Should the state reimbursement policy cease, the Town will continue compensation at one hundred percent (100%).

Full-time permanent officers hired before July 1, 2014 who have previously not received "career incentive pay" and who otherwise meet the qualifications of G.L. c. 41, Section 108L, as amended, which has been accepted by the Town, and is incorporated herein by reference, shall be compensated in accordance with the statute.

Permanent full-time officers hired after July 1, 2014, who meet the educational requirements of G.L. c. 41, Section 208L or those who hold relevant degrees, as determined by the Chief in conjunction with the Town Administrator shall be compensated as follows:

|         |  |
|---------|--|
| \$2,000 | Associates Degree (paid weekly, in base) |
| \$4,000 | Bachelor's Degree (paid weekly, in base) |
| \$6,000 | Master's Degree (paid weekly, in base)   |

In accordance with Section 108L, police career incentive base salary increases shall be paid to employees each pay period, shall be considered part of base pay to determine overtime pay, court-time pay and holiday pay of employees, and shall be deemed to be regular compensation for pension/retirement purposes.



## ARTICLE 28 MISCELLANEOUS

Section 1. License to Carry: All officers are required to have a current License to Carry (or a similar type of license to carry if residing in another state). The Police Chief shall issue a License to Carry to eligible officers, at no cost to the officers. Upon submittal of a receipt, the Police Department shall reimburse the LTC fee paid by officers who reside in other jurisdictions. This requirement shall be a condition of employment for all employees and failure to meet this requirement shall be just cause under Article 27: Section D, of this agreement. If an officer fails to obtain a LTC, his/her LTC is expired, suspended, or revoked, then he/she will be placed on administrative leave without pay until he/she obtains a LTC administrative leave without pay will continue and he/she will be subject to discipline, up to and including dismissal.

Section 2. Driver's License: All officers 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 his designee, must be immediately notified in writing by the affected bargaining unit member if his/her driver's license is suspended or revoked.

## ARTICLE 29 SENIORITY

Section 1. The Chief of Police shall establish a seniority list and it shall be brought up to date on January 1 of each year, and it shall be immediately posted thereafter on the Station Board. Seniority shall be defined as continual service within the Topsfield Police Department as a full-time Patrol Officer. Any objections to the seniority list as posted shall be reported to the Chief of Police within ten (10) days or it shall stand as approved.

Section 2. In the event the Town decides to reduce the number of bargaining unit employees, the reduction shall be made in accordance with departmental seniority, with junior employees being laid off before senior employees, regardless of rank.

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

## ARTICLE 30 LONGEVITY

Each member of the bargaining unit hired before March 12, 2018 shall be eligible for longevity payments for years of service, payable the pay check issued the third week of November. Beginning July 1, 2018, the longevity payment shall be paid by July 15<sup>th</sup>.

For eligible members, the longevity payment is issued pursuant to the following schedule:

|   |         |
|---|---------|
| After 5 years of service (payable 6-10 years)   | \$ 500  |
| After 10 years of service (payable 11-15 years) | \$ 750  |
| After 15 years of service (payable 16-20 years) | \$1,000 |
| After 20 years of service (payable 21-25 years) | \$1,500 |
| After 25 years of service (payable 26 and over) | \$1,750 |

All Members hired before March 12, 2018 are grandfathered and shall retain the longevity payments under Article 30. New members hired after March 12, 2018 are not be eligible for the longevity payment provision.

Frequency of Longevity Payments: Each member is eligible for one (1) Longevity payment per fiscal year.

Payment Amount and Calculation: The amount of the Longevity payment is calculated based on the total years of continuous service completed in the previous fiscal year. An employee's total years of service attained anytime within the current fiscal year shall determine the amount of payment/level of longevity. The longevity calculation shall include continuous service as a Topsfield Reserve Officer.

Retirement Notice Incentive: Effective July 1, 2018, eligible members who provide advance notice by January 1<sup>st</sup> of their intent to retire in the following fiscal year will be eligible for a Retirement Notice Incentive payment at the time of their retirement and separation from service.

- Total amount of the Retirement Notice Incentive payment is based on the number of whole months worked in the fiscal year of retirement date.
- Eligibility for the Notice Incentive applies only to members hired before March 12, 2018.
- Notice Incentive does not apply for any other reasons of separation or termination.

### **ARTICLE 31 DURATION OF AGREEMENT**

Section 1. Insofar as there is no provision of law to the contrary, this Agreement shall be effective 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.

Section 2. On or after November 1, 2019 either party to this Agreement 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 June 30, 2020, insofar as there is no provision of law to the contrary, this Agreement shall be in effect from day to day thereafter until a successor agreement is executed.

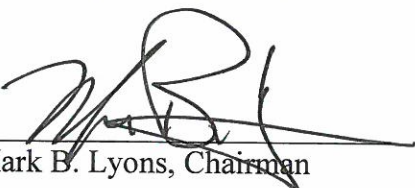


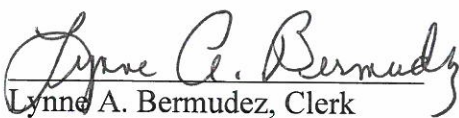
## SIGNATURE PAGE

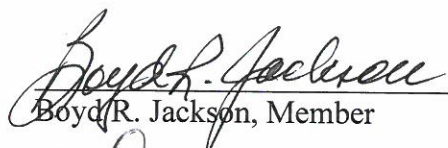
Whereas a Memorandum of Agreement was voted and approved by the Board of Selectmen on March 12, 2018, the parties agree to a consolidated contract and collective bargaining agreement.

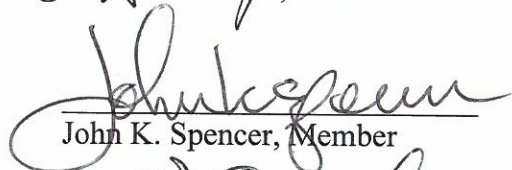
In witness whereof, the parties agree this 25<sup>th</sup> day of June, 2018.

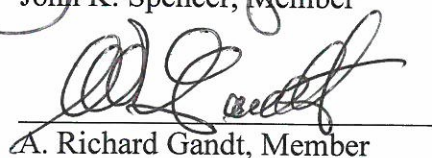
For the Town of Topsfield  
By the Board of Selectmen

  
Mark B. Lyons, Chairman

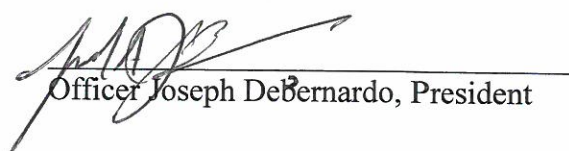
  
Lynne A. Bermudez, Clerk

  
Boyd R. Jackson, Member

  
John K. Spencer, Member

  
A. Richard Gandt, Member

For the Topsfield Police Benevolent Association

  
Officer Joseph DeBernardo, President

  
Officer Shawn Frost, Treasurer Clerk

\_\_\_\_\_  
Clare Schroeder, Business Agent  
Massachusetts Coalition of Police

Date: June 6, 2018


Date: June 25, 2018

## SIGNATURE PAGE

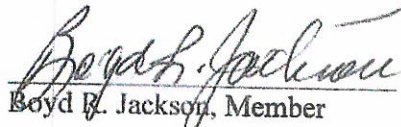
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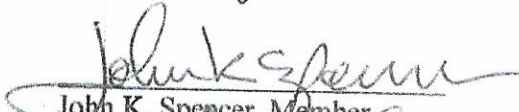
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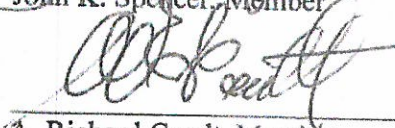
For the Town of Topsfield  
By the Board of Selectmen

  
Mark B. Lyons, Chairman

  
Lynne A. Bermudez, Clerk

  
Boyd R. Jackson, Member

  
John K. Spencer, Member


  
A. Richard Gandt, Member

Date: June 25, 2018

For the Topsfield Police Benevolent Association

  
Officer Joseph DeBernardo, President

  
Officer Shawn Frost, Treasurer Clerk

  
Clare Schroeder, Business Agent  
Massachusetts Coalition of Police

Date: June 6, 2018

## ATTACHMENT A

### POLICY

The Department will provide new police employees the following clothing and gear in addition to the uniforms and equipment required by the Academy for recruit training. Cadet employees will receive no other clothing or cleaning benefits until successful completion of the Academy and in accordance with the Collective Bargaining Agreement.

Any officer who leaves the Department must return all department issued weapons and badge(s) prior to their last date of employment.

#### FIRST ISSUE

- 2 LONG SLEEVE SHIRTS
- 2 SHORT SLEEVE SHIRTS
- 2 PAIR OF PANTS
- 1 SPRING AND FALL COAT
- 1 WINTER COAT
- 1 GARRISON HAT
- 1 PAIR OF BLACK DUTY SHOES, OXFORD OR CHUKKA STYLE
- 1 RAIN COAT AND HAT, BLACK & ORANGE, REVERSIBLE
- 1 CLIP ON NECKTIE, BLACK
- 1 PAIR COLLAR SEALS
- 1 BODY ARMOR VEST (PAID ACCORDING TO CONTRACT)
- 1 SILVER NAME TAG
- 1 SILVER METAL WHISTLE
- 1 WHISTLE HOOK
- 1 PAIR PEERLESS HINGED HANDCUFFS
- 1 SINGLE PAIR HANDCUFF CASE
- 1 BLACK 2 1/4 DUTY BELT
- 1 BLACK 1 1/4 PANTS BELT
- 1 OC SPRAY HOLDER
- 1 TRAFFIC VEST
- 1 HOLSTER: SAFARILAND #200
- 1 DOUBLE AMMO CLIP POUCH
- 2 PATCHES ON ALL SHIRTS AND JACKETS
- 1/2-INCH FRENCH BLUE STRIPE TO WAIST ON PANTS