

**Fiscal Years 2021-2023
COLLECTIVE BARGAINING CONTRACT**

**AGREEMENT
BETWEEN**



**TOWN OF TOPSFIELD
AND
TOPSFIELD FIRE FIGHTERS,
LOCAL #3250, I.A.F.F.**

JULY 1, 2020 - JUNE 30, 2023

TABLE OF CONTENTS

Article	1	Recognition	3
Article	2	Non-Discrimination	3
Article	3	Amendments to the Agreement.....	3
Article	4	Stability of Agreement	3
Article	5	Savings Clause	3
Article	6	Seniority	4
Article	7	Discipline and Discharge	4
Article	8	Rules and Regulations.....	4
Article	9	Indemnification	4
Article	10	Personnel File.....	4
Article	11	Appointments	5
Article	12	Union Business Leave.....	5
Article	13	Compensation at Resignation, Dismissal, Retirement, Layoff	5
Article	14	Compensatory Time	5
Article	15	Call Back.....	6
Article	16	Overtime	6
Article	17	Insurance	7
Article	18	Sick and Injured Leave.....	7
Article	19	Sick Leave Bank	8
Article	20	Grievance Procedure	8
Article	21	Vacations.....	9
Article	22	Wages.....	10
Article	23	Hours of Work	12
Article	24	Extra Paid Details	12
Article	25	Holidays	13
Article	26	Personal Time	13
Article	27	Shift Exchange	14
Article	28	Jury Duty.....	14
Article	29	Bereavement Leave	14
Article	30	Uniform, Boot and Cleaning Allowance.....	14
Article	31	In-Service Training	15
Article	32	Miscellaneous Provisions.....	15
Article	33	No-Strike Clause	15
Article	34	Management Rights	15
Article	35	Longevity	16
Article	36	Educational Incentive.....	16
Article	37	OPEB Contribution.....	16
Article	38	Annual TB Test.....	17
Article	39	Deduction of Union Dues	17
Article	40	Duration of Agreement	17
Article	41	Family Medical Leave Act Policy.....	17
		Signature Page.....	20

ARTICLE 1 RECOGNITION

The Town of Topsfield by its Board of Selectmen ("Employer" or "Town") recognizes Local #3250, I.A.F.F. ("Union") as the bargaining representative for the employees of the Fire Department who are defined as regular full-time fire fighters (hereinafter referred to as "Employees") of the Fire Department of the Town but excluding the Chief, Deputy Chief, part-time employees, office and clerical employees, auxiliaries, call fire fighters and all other employees of the Town.

ARTICLE 2 NON-DISCRIMINATION

Section 1: The parties to this Agreement agree not to discriminate against any employee because of any criteria established and proscribed by any state or federal law or any regulation promulgated pursuant thereto.

Section 2: There shall be no discrimination, interference, retaliation, restraint or coercion by the Employer, the Union or their respective agents against any employee because of his/her membership or non-membership in the Union.

ARTICLE 3 AMENDMENTS TO THE AGREEMENT

Any amendment(s) to this Agreement 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 Union 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 as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE 5 SAVINGS CLAUSE

If any provisions of this Agreement or the application of such provisions should be rendered or declared to be 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

Section 1: The Fire Chief shall update the employee seniority list as of January 1 of each year, and it shall be promptly posted thereafter on the station bulletin board. 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.

Section 2: In the event the Town decides to reduce the number of employees, the reduction shall be made in accordance with seniority within classification with fire fighter employees being laid off before officer employees.

Section 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 Article 11 below, no employee may be discharged, suspended, demoted or disciplined except for just cause. This article shall be subject to the grievance procedure, Article 20.

ARTICLE 8 RULES AND REGULATIONS

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

ARTICLE 9 INDEMNIFICATION

The Town of Topsfield will provide coverage for employees under its general liability policy or it will provide similar coverage under a separate policy if it becomes appropriate from an underwriting standpoint.

ARTICLE 10 PERSONNEL FILE

Employees 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 had an opportunity to review and initial the same. Employees shall have the right to file a response or explanation to any item contained in their personnel file.

ARTICLE 11 APPOINTMENTS

Section 1: The first twelve (12) months of initial employment shall be considered a probationary period. During this period, an employee may be discharged or disciplined, without reference to the grievance and arbitration procedures of this Agreement.

Section 2: During an employee's first three (3) years of employment, the employee shall be reappointed annually. After three (3) years of consecutive annual appointments, an employee may be reappointed for a period of not less than three (3) years starting with his/her fourth year of employment.

Section 3: Failure to reappoint due to a reduction in force shall not be subject to the grievance and arbitration process.

ARTICLE 12 UNION BUSINESS LEAVE

The Union delegate will be allowed thirty-six (36) hours of paid union leave per year for purposes of union business, which shall be defined as processing grievances, negotiations, monthly meetings of the PFFM, the IAFF or other bona fide union meetings, seminars, workshops or the like. No more than twelve (12) hours may be taken at any one time. Hours requested for other than arbitration or negotiation shall be approved by the Chief.

ARTICLE 13 COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT OR LAYOFF

Any employee who leaves the employment of the Fire Department for any reason, including death, shall be compensated for all his/her accumulated overtime, compensatory time, holiday time and vacation time, including pro-rata pay due for the current fiscal year at his/her applicable rate of pay less any amounts that may be due the Town. In the event of death, said amounts shall be paid to the employee's estate or legal representative.

ARTICLE 14 COMPENSATORY TIME

Section 1: No employee shall be required to accept compensatory time off in lieu of monetary compensation for overtime service, but may, at his/her own option elect to receive one and a half hours of compensatory time off for each hour or fraction thereof of overtime service worked.

Section 2: Compensatory time off shall be subject to approval by the Fire Chief for scheduling purposes.

Section 3: Such time may be accumulated at the employee's option (not to exceed a total of sixty (60) hours of compensatory time off in any one fiscal year), but must be taken within the fiscal year or it shall be paid as overtime worked during the last pay period in June of each fiscal year.

ARTICLE 15 CALL BACK

Employees called to work on a scheduled day off, or during their vacation, or before or after their regularly scheduled working hours, including emergency calls shall be paid on a double time rate for all such time.

Employees called to work when off duty shall be paid two times (2X) the base rate for a one hour minimum; thereafter, two times (2X) the base rate for actual hours worked.

Employees called to work on a scheduled holiday as listed in Article 25 shall be paid two and one half times (2.5X) the base rate with a two hour minimum.

ARTICLE 16 OVERTIME

Section 1. 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 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. There shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Section 2. Overtime shall be all time assigned, authorized or approved outside or beyond an employee's regularly scheduled tour of duty worked on any day, or outside or beyond an employee's regular schedule. Overtime will be implemented anytime a member exceeds the normal number of shift hours in a day or the normal number of scheduled shift hours in a work week. Overtime shall be compensated at the rate of one and one-half times the normal pay rate.

Section 3. Employees shall have right of first refusal on the following shifts:

- a. One-half of the scheduled vacations for members of the association.
- b. One-half of the scheduled holidays.
- c. One-half of the scheduled personal days.
- d. One-half of the sick leave shifts taken by employees.

Section 4. If an overtime replacement is necessary for an employee to utilize his/her compensation time the Fire Chief will first contact all Call Firefighters.

Section 5. If no Call Firefighters are available for either Section 3 or Section 4 above, the Fire Chief will then contact an employee to serve as the replacement.

ARTICLE 17 INSURANCE

The Town shall pay such portion of an employee's premium for group medical insurance for individual or family members as shall be provided for in the Personnel By-Law.

During the term of this Agreement, the Town shall keep in effect an insurance policy covering death, disability and medical insurance for employees covered by this Agreement and the Town shall not reduce the levels of coverage thereto or its percentage of contribution of premium(s) without prior negotiating with the Union.

ARTICLE 18 SICK AND INJURED LEAVE

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

Section 2: To be eligible for sick leave the employee must properly notify the Fire Chief 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 the Town sufficient time to make the necessary replacements.

Section 3: Sick leave shall be accumulated by employees at the rate of 12 hours per month worked, commencing at the completion of the first full month of employment. Sick leave may be accumulated to a maximum of one thousand eight hundred and forty-eight (1848) hours (which is 220 days at 8.4 hours per day).

Section 4: Should an employee be incapacitated for duty because of injuries or sickness sustained in the performance of his/her duties, he/she shall be granted leave without loss of pay or other benefits in accordance with Chapter 41, Section 111F of Massachusetts General Laws. In addition to the granted leave without loss of pay, the Town also agrees to incorporate by reference Chapter 41, Section 100 of the Massachusetts General Laws as it pertains to the payment of medical bills.

Section 5: Employees on line of duty injury leave shall continue to accrue vacation leave and all other contractual benefits for a period of one year after he/she has been placed on IOD status, until such time as he/she returns to duty.

Section 6: The Town may require, after a reasonable period of absence, that an employee submit medical documentation or submit to an examination at Town expense and by a physician of the Town's choosing, for the purpose of establishing continuing disability or fitness for return to duty.

Section 7: Employees, upon retirement, are eligible for a sick time buy back. The employee shall receive a one-time reimbursement from the town for fifteen percent (15%) 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 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 1. Each employee with available accumulated sick leave shall contribute 30 hours of sick leave each contract year to the bank until the bank has a total of eight hundred forty (840) hours (which is 100 days at 8.4 hours per day). Once reached, additional time will be added only to maintain the maximum total allowed.

Section 2. Application for use of the time will be made in writing. The grant of time from the bank shall not be unreasonably withheld by the Union from any applicant.

Section 3. No one employee shall apply for and use more than two-thirds (2/3) of the total time available in the bank. The sick leave bank shall not be utilized for line of duty injury leave granted pursuant to MGL Chapter 41, Section 111F.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Definition: The term "Grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.

Section 2. Any steps may be omitted by mutual agreement and any time limit may be extended or shortened by mutual agreement of the parties.

Section 3. 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 Union, and only by the Union, 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 a Union 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 21 VACATIONS

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

A.	After the completion of one (1) year of service:	96 hours
B.	After the completion of five (5) years of service:	120 hours
C.	After completion of ten (10) years of service:	168 hours
D.	After completion of fifteen (15) years of service:	192 hours
E.	After completion of seventeen (17) years of service:	204 hours
F.	After completion of twenty (20) years of service:	216 hours

Section 2. Forty-eight (48) hours of accumulated vacation time may be carried over for a period not to exceed one additional year. Vacation not used at the conclusion of the second year will be forfeited except in the event that extraordinary work or emergencies, as deemed by the Fire Chief, prevents the scheduling of vacation within the carry over year.

Section 3. Upon termination of employment the employee shall receive payment for any unused vacation.

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 employee's estate or legal representative.

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 service for any other employer.

ARTICLE 22 WAGES

Section 1. The base rate of pay for fire fighters covered under this Agreement shall be as follows:

Effective Date:	Hourly	Weekly
July 1, 2020	\$27.2160	\$1,143.07
July 1, 2021	\$27.6242	\$1,160.22
July 1, 2022	\$28.1767	\$1,183.42

The weekly wage is based on an annualized average work week that consists of 42 hours per week.

Section 2. SENIOR AND MASTER FIREFIGHTER: As determined by the Fire Chief, the title(s) of "Senior Firefighter" and/or "Master Firefighter" may be posted and filled following a careful review of all candidates:

- A. Senior and Master Firefighters have the abilities and knowledge to perform the function of Lieutenant in lieu of a Captain or higher ranking officer being present for required operations.
- B. Firefighters to be considered for the title of "Senior Firefighter" must have successfully completed the following:
 - Firefighter I/II Certification
 - Fire Engineer Training
- C. Firefighters to be considered for the title of Master Firefighter must meet the qualifications of Senior Firefighter and have successfully attained each of the following professional certifications:
 - Fire Officer I
 - Fire Instructor I
 - Incident Safety Officer
- D. Firefighter has no serious or significant discipline within a two (2) year period prior to appointment.
- E. Firefighter shall have a minimum of five (5) years full-time experience with the Topsfield Fire and Rescue Department as a full-time Firefighter to be eligible for the position of Senior Firefighter.
- F. Firefighter shall have a minimum of ten (10) years full-time experience with the Topsfield Fire and Rescue Department as a full-time Firefighter to be eligible for the position of Master Firefighter.

- G. A Firefighter who meets the requirements for the posted position(s) of Senior Firefighter or Master Firefighter, 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.

Effective Date		Base Pay Firefighter	Senior Firefighter	Master Firefighter
July 1, 2020	Hourly:	\$27.2160	\$27.4882	\$27.7603
	Weekly:	\$1,143.07	\$1,154.50	\$1,166.05
July 1, 2021	Hourly:	\$27.6242	\$27.9005	\$28.1795
	Weekly:	\$1,160.22	\$1,171.82	\$1,183.54
July 1, 2022	Hourly:	\$28.1767	\$28.4585	\$28.7431
	Weekly:	\$1,183.42	\$1,195.26	\$1,207.21

Section 3: DIFFERENTIAL RATES FOR RANK: A percentage shall be added to the base fire fighter rate for employees at the rank of Lieutenant and Captain as follows:

Lieutenant	8.5%
Captain	16.5%

Section 4: EMT-PARAMEDIC ADDITIONAL COMPENSATION: There will be a 3.0% adjustment to the base compensation for employees who possess and maintain professional certification and qualification as an Emergency Medical Technician - Paramedic ("EMT-P") in the Commonwealth of Massachusetts. Effective July 1, 2021, each employee shall receive three and one quarter percent (3.25%) adjustment to the base compensation for employees who possess and maintain professional certification and qualification as an Emergency Medical Technician - Paramedic ("EMT-P") in the Commonwealth of Massachusetts. Effective July 1, 2022, each employee shall receive three and one-half percent (3.5%) adjustment to the base compensation for employees who possess and maintain professional certification and qualification as an Emergency Medical Technician - Paramedic ("EMT-P") in the Commonwealth of Massachusetts.

Section 5: BI-WEEKLY PAY: All employees will receive their pay on a bi-weekly basis when the Town implements such a change to Town-wide payroll procedures.

Section 6: DIRECT DEPOSIT: Employees will be paid by direct deposit.

Section 7: FLEXIBLE SPENDING ACCOUNTS: The Town agrees to provide health care flexible spending accounts in accordance with section 125 of the Internal Revenue Code.

Section 8: SPECIALTY STIPENDS: Members shall be entitled to the following specialty stipends as may be posted and filled by the Fire Chief:

- Emergency Medical Services Coordinator: \$1,000/year (paid bi-weekly)
- Training Coordinator: \$1,000 per year (paid bi-weekly)
- Maintenance Coordinator: \$600 per year (paid bi-weekly)
- Fire Prevention Coordinator: \$600 per year (paid bi-weekly)

Section 9: NIGHT SHIFT: Members shall be allowed to work night shifts in the station. "Night Shifts" are defined as shifts scheduled between 1800 to 0600 hours.

- A. Members shall be compensated at their overtime rate.
- B. Members agree that the Members of Local 3250 will have the first "Right of Refusal" for one-half of 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.

ARTICLE 23 HOURS OF WORK

Each employee shall be assigned to a 12 hour shift; each shift shall begin at 6 AM and end at 6 PM. The assigned schedule will consist of a work week of 4 shifts on duty followed by 4 shifts off duty.

ARTICLE 24 EXTRA PAID DETAILS

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 fire fighter(s) for a paid fire detail.

Employees working such details shall be compensated at, with a minimum of four (4) hours compensation the detail rate of fifty-six (\$56.00) dollars per hour. Details involving the Town of Topsfield performed during the employee's regular tour of duty shall be paid at his/her regular rate; all other details shall be paid at the employee's overtime rate.

Employees shall have the right of first refusal on all paid detail assignments occurring outside their scheduled working hours.

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 to appropriate officers for span of control.

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

ARTICLE 25 HOLIDAYS

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

New Year's Day-January 1st	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	Veteran's Day-November 11th
Patriot's Day-3rd Monday in April	Thanksgiving Day
Memorial Day -Last Monday in May	Day after Thanksgiving
Independence Day-July 4th	Christmas Day-December 25th

Section 2. Each employee shall receive 12 hours pay for each holiday not worked.

Section 3. Each employee shall receive two and one-half times (2.5X) their hourly rate for time worked on a holiday.

ARTICLE 26 PERSONAL TIME

Section 1. New employees hired between July 1 and December 31 will be granted twenty-four (24) hours personal leave on their start date. New employees hired between January 1 and June 30 will be granted twelve (12) hours personal leave on their start date. Thereafter, each employee will be entitled to thirty-six (36) hours personal leave each fiscal year after the first full year of service. The employee will be required to notify the Chief of the department at least twenty-four (24) hours in advance, if possible, of their need to use a personal leave day or unless a particular emergency exists.

Section 2. It is recognized that absence of the employee from work interrupts the continuous operations, upkeep and productivity of the highest quality which is expected of the Town employees and must therefore be held to a minimum. It is understood that employees will make every effort to attend to their personal business on "non-working days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment.

ARTICLE 27
SHIFT EXCHANGE

Employees shall have the right to exchange work shifts with the approval of the Chief providing the exchange does not interfere with the operation of the Fire Department.

ARTICLE 28
JURY DUTY

An employee required to be available for jury selection or jury service shall receive his/her regular daily wage for each day which would have been worked but for such jury participation. Any amounts received in compensation for service as a juror shall be returned in full to the Town upon receipt of same by the employee.

ARTICLE 29
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, grandparent of the employee, brothers, sisters, father-in-law, mother-in-law, or relative living in employee's household) the employee will be granted leave without losing pay or other benefits in an amount not to exceed thirty-six (36) hours and such leave shall not be chargeable to sick leave or vacation leave. An employee shall be granted twelve (12) hours of bereavement leave to attend the funeral or bereavement ceremony of any other relation by blood or marriage.

ARTICLE 30
UNIFORM, BOOT AND CLEANING ALLOWANCE

Section 1. The Town agrees to pay each full-time employee \$1,400 for a cleaning, clothing and boot allowance annually subject to all applicable taxes, to be paid no later than the first pay period in August.

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

Section 3. Any new uniform item, or uniform decoration issued (not replacement) as ordered by the Chief and approved by the Town shall be originally purchased and provided by the Town and subsequently maintained and/or replaced by the employee. Articles of clothing worn while on duty will be clean and neat appearing at all times.

Section 4. Protective gear and equipment shall be supplied by the Town as needed and shall remain the property of the Town.

ARTICLE 31
IN-SERVICE TRAINING

Any required in-service departmental training taken outside an employee's regular work hours shall be paid at the employee's overtime hourly rate of pay. The total required hours, training and attendance requirement, will be at the discretion of the Fire Chief.

ARTICLE 32
MISCELLANEOUS PROVISIONS

Section 1. PERSONAL AUTOMOBILES: 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 at the rate established by the Internal Revenue Service in effect on July 1 of each year of the contract.

Section 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.

ARTICLE 33
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 Union 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 34
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 Union 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 Union 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 35
LONGEVITY**

The following longevity payment schedule will apply to members hired prior to March 28, 2018 as a full-time firefighter in the Topsfield Fire Department. The longevity bonus payment calculation for the current fiscal year shall be based on the total years of continuous service completed in the prior fiscal year. Beginning July 1, 2018, the longevity payment for years of continuous service shall be paid no later than the first pay period in August.

<u>Years of Service on 6/30</u>	<u>Amount</u>
5 years	\$500.00
10 years	\$750.00
15 years	\$1,000.00
20 years	\$1,500.00
25 years.....	\$1,750.00

**ARTICLE 36
EDUCATIONAL INCENTIVE**

An employee that earns an Associate's Degree in Fire Science shall be paid an educational incentive. The education incentive payment for said degree shall be included in the base pay at five percent (5%) of base pay as designated under Article 22. Payment is to commence as of date of award of degree and shall be paid on a bi-weekly basis. Commencing at the beginning of FY23, an employee who has earned a bachelor's degree from a college or university which has been accredited by the New England Association of Schools and Colleges, or an equivalent accreditation, as determined by the Chief in conjunction with the Town Administrator shall be paid an educational incentive payment of six percent (6%) of base pay as designated under Article 22. Payment is to commence as of date of award of degree and shall be paid on a bi-weekly basis. Employees who complete both degrees will be given the greater of the two amounts but in no instance be eligible to receive both at one time.

**ARTICLE 37
OPEB CONTRIBUTION**

Effective starting with the first pay period in July 2021, each employee shall contribute one-half percent (0.50%) of the employee's regular base pay per pay period to the Town who will deposit such contribution into the "Other Post Employment Benefit (OPEB) Trust Fund." Beginning the first pay period in July 2022, each employee shall contribute one percent (1.00%) of the employee's regular base pay per pay period to the Town who will deposit such contribution into the OPEB Trust Fund. In no event will the employee contribution be greater than fifty percent (50%) of the base wage increase in that same given fiscal year

**ARTICLE 38
ANNUAL TB TEST**

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

**ARTICLE 39
DEDUCTION OF UNION DUES**

The Town agrees to deduct from the wages of any bargaining member who so authorizes in writing, union dues on a weekly basis and to transmit such dues to an account designated by the Union. The amount to be deducted is \$10.00 per week of the employee's base pay.

**ARTICLE 40
DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective July 1, 2020 and shall remain in full force and effect until June 30, 2023 or until a successor agreement is executed by the parties, whichever occurs later. Either party may re-open collective bargaining negotiations for a new contract in the event that the Town adopts a Town ambulance service prior to the termination of this agreement.

Section 2. On or after November 1, 2022, 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, 2023, this Agreement shall be in effect from day to day thereafter until a successor agreement is executed.

**ARTICLE 41
FAMILY MEDICAL LEAVE ACT POLICY**

Section 1: PURPOSE: The Family & Medical Leave Act ("FMLA") of 1993 allows eligible employees twelve (12) weeks of unpaid leave ("FMLA" Leave) per year under the circumstances outlined below. Employees may take leave for the following reasons:

Birth of the employee's child or placement of a child with the employee through adoption or foster care;

The employee is needed to care for a child, spouse, or parent who has a serious health condition; or

The employee is unable to perform the functions of his or her position because of a serious health condition.

“Serious health condition” is defined by law and refers to in-patient care, and in some instances outpatient care, by a medical provider.

Employees who have more than twelve (12) weeks of accrued leave may take more than twelve (12) weeks of leave for their own personal illness (not the illness of a family member) by requesting a leave of absence with their Department Head or the Town Administrator.

Section 2. USE OF PAID LEAVE FIRST: Employees are required to use certain types of accrued or available paid leave first, as part of the twelve (12) weeks of FMLA leave, before commencing the unpaid portion of the leave. Employees who take leave because of birth, or placement of a child or to care for an ill spouse, parent or child must use all accrued sick time, vacation and personal days. Employees who take leave because of their own serious illness must use all accrued sick time, vacation and personal days.

Section 3. ELIGIBILITY: To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve (12) months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.

Section 4. CONDITIONS

A. Twelve Weeks. Employees may take no more than twelve (12) weeks of Family Medical Leave Act leave in a twelve-month period. The twelve-month period is a rolling twelve (12) months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child or the care of a sick parent.

B. Notice. Employees wishing to take FMLA Leave must give 30 days of notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under certain circumstances. Employees must schedule planned medical treatments with due regard for the Town’s operational needs.

Section 5. CERTIFICATION: Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee’s own serious health condition or to care for a seriously ill child, spouse, or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense. Certification packets are available from Human Resources.

Section 6. REDUCED SCHEDULE LEAVE: If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.

Section 7. BENEFITS

- A. Health Coverage. Employees on leave are entitled to continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.
- B. Other Benefits. Benefits based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while they are on unpaid leave.

Section 8. SICK LEAVE, WORKER'S COMPENSATION LEAVE OR OTHER ABSENCES: Employees who are out of work for family-related reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide the Town the information and certifications requested by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

Section 9. RETURN TO WORK: Employees returning from FMLA leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact their Department Head and or supervisor at least two weeks before their return date to make arrangements.

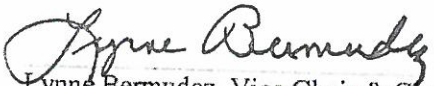
SIGNATURE PAGE

Whereas a Memorandum of Agreement was voted and approved by the Select Board on June 29, 2020, the parties agree to a consolidated contract and collective bargaining agreement.

In witness whereof, the parties agree this 10th ^{August} day of ~~July~~, 2020.

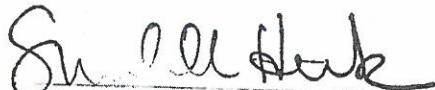
**TOWN OF TOPSFIELD
BOARD OF SELECTMEN**


John K. Spencer, Chairman

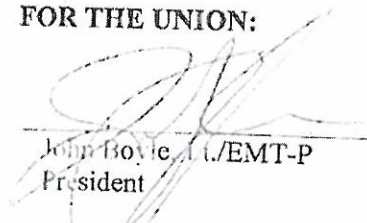

Lynne Bermudez, Vice Chair & Clerk


Boyd R. Jackson, Member

A. Richard Gandt, Member


Marshall Hook, Member

FOR THE UNION:


John Boyle, I.U./EMT-P
President

8/10/2020
Date

7/25/2020
Date