

**THE TOWN OF CHELMSFORD**

**AND**

**PATROL OFFICERS**

**CHELMSFORD POLICE ASSOCIATION  
FRATERNAL ORDER OF POLICE,  
LODGE 110**

**FY2026 - FY2028**



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**AGREEMENT BETWEEN THE TOWN OF CHELMSFORD  
AND FRATERNAL ORDER OF POLICE, LODGE 110  
FY 2026 – FY 2028**

This agreement made and entered into by and between the Town of Chelmsford, Massachusetts, HEREINAFTER referred to as the ("Town") and Fraternal Order of Police, Lodge 110, HEREINAFTER referred to as the ("Fraternal Order of Police, Lodge 110 or the UNION") Patrol Officers of the Chelmsford, MA Police Department is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provision of the Agreement, in order that a more efficient and progressive public service may be rendered.

WITNESSETH, whereas the well being of the employees covered by this Agreement in the efficient and economic operations of the CHELMSFORD Police Department required that orderly and constructive relationships be maintained between the parties and WHEREAS the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and police administration and WHEREAS the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based upon this Agreement and WHEREAS the parties acknowledge that the Employer has and must retain complete authority over the police and administration of the department, which it exercises under law except as expressly modified by a specific provision of this Agreement, now THEREFORE in consideration of the mutual promises and agreements HEREIN contained the parties mutually agree as follows:

**ARTICLE 1 - WAIVER**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not a part of this Agreement unless specific reference in this contract is made to a by-law or statute or rules and regulations. Neither party shall be obligated or required to negotiate over any item or article of this Agreement.

**ARTICLE 2 - RECOGNITION AND BARGAINING UNIT**

In recognition of the fact that a majority of the employees in the Town Police Department have chosen the Union, Fraternal Order of Police, Lodge 110, as their collective bargaining representative as certified by the Commonwealth of Massachusetts Labor Relations Commission in case #MCR-908, the Town hereby recognizes the Union as the exclusive bargaining representative for all Police Officers of the Chelmsford Police Department in the rank of patrol officer, excluding the Chief of Police, all Lieutenants, all Captains, all Sergeants, all civilian employees of the Police Department, all temporary,

part-time and casual employees of the Police Department, and other employees of the Town whether or not specifically excluded.

### **ARTICLE 3 - PARTICIPATION IN UNION**

1. The Town recognizes the right of any employee in the bargaining unit to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.
2. The Town will not aid, promote, or recognize any other Union or organizations which purport to engage in collective bargaining, or make any agreement with any such union or organization for the purpose of undermining the Union.
3. No elected or appointed official of the Town shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

### **ARTICLE 4 - NONDISCRIMINATION**

The parties of this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age\* and that such persons shall receive the full protection of this Agreement.

\* As defined by Massachusetts Discrimination Law.

### **ARTICLE 5 - VOLUNTARY DEDUCTION FROM WAGES**

During the life of this Agreement in accordance with the terms of the form of authorization of check-off herein after set forth as Appendix 1, the Town shall agree to deduct the sum as determined per member per week from each member of the Fraternal Order of Police, Lodge 110 for union dues and to mail said dues along with a list of names from who said dues have been deducted from. The dues collected by the Town shall be sent to the Union on a monthly basis to the following address:

Chelmsford Police Association  
Fraternal Order of Police, Lodge 110  
National Fraternal Order of Police Headquarters  
701 Marriott Drive  
Nashville, TN 37214

## **ARTICLE 6 - RIGHTS OF MANAGEMENT**

It is agreed that management officials of the Town shall at all times retain the right to direct employees, to hire, promote, transfer, assign, and retain employees within the Police Department, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the mission of the Police Department. Nothing in this Agreement shall in any way diminish or derogate from the powers, duties, and responsibilities entrusted to the Police Chief as set forth in G.L.C. 41, Section 97.

## **ARTICLE 7 - RULES AND REGULATIONS**

The Town and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employee covered by this Agreement, so long as such rules and regulations do not conflict with any terms or conditions of this Agreement.

## **ARTICLE 8 - EMPLOYEE GRIEVANCE PROCEDURE**

The parties recognize that it is in the best interest of the effective and harmonious performance of the duties and responsibilities of the Police Department for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility. Therefore, an employee shall have the right to present any matter of personal concern to his immediate supervisor, defined as the supervisor who is directly involved in the matter giving rise to the employee's concern, for adjustment without the necessity of intervention of the Union, as long as such adjustment is not inconsistent with the terms of this Agreement, provided however, that a Union Officer shall be advised of the existence of such matter of personal concern by the employee and will be given an opportunity to be present during the discussions between the employee and his supervisor to resolve the problem. All other problems defined as grievances, shall be processed in accordance with the following procedures:

### **1. Grievance Defined**

A grievance shall be defined herein as a complaint between the Town and the Union or an employee involving an alleged, specific and direct violation of specific provisions of this agreement.

### **2. Grievance Steps**

Step 1 - The grievance shall be presented in writing to the Chief of Police within twenty (20) days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

- (a) Name and classification of the employee
- (b) Steps taken to resolve the grievance informally
- (c) Requested remedy
- (d) Signature of the employee or employees involved

The Chief of Police shall give his answer in writing within 20 days of receipt of the grievance.

Step 2 - If the employee or the Union are not satisfied with the answer given by the Chief of Police the grievance may be submitted to the Town Manager who shall consider it as soon as possible, but no later than thirty (30) days after the receipt of the Chief of Police's answer. A written grievance processed to the second step shall be submitted to the Town Manager within ten (10) days after receipt of the Chief's answer.

### 3. Arbitration

If the grievance is not resolved by the answer of the Town Manager as provided above, either party may, within 20 days after such answer, upon notice given to the other party, submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association, or the State Board of Conciliation and Arbitration.

No dispute or controversy shall be a subject for arbitration unless it is an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from or modify the term of this Agreement. The parties agreed that no restrictions are intended on the rights and powers of the Town except those specifically and directly set forth in the express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration process.

In determining whether there is a specific and direct violation of express language of specific provisions of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in this contract except as modified by express language in this contract, and that evidence of past practice, past or present policy and oral statements made during negotiations or at any time by either party shall be admissible to prove the meaning of express language, shall be considered by the arbitrator.

4. Any disciplinary action or measure imposed upon an employee may be processed as a grievance by the employee. If an employee is reprimanded it shall be done in a manner that will not embarrass the employee before others or the public.

5. In the event of an arbitration, the decision of the arbitrator shall be final and binding upon the parties hereto, however, funds shall be obligated or paid, pursuant to an appropriation by Town Meeting.

6. The expense of the arbitrator's services and the proceedings shall be borne equally by the parties. If either party desires a verbatim record of proceedings, it may cause such a record to be made, and make copies available for the other party. Each party shall pay the cost of the verbatim transcript which it orders and receives. The parties shall share the cost of the copy provided to the arbitrator.

7. A grievance not initiated within the time specified shall be waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

The arbitrator shall be without power or authority to modify, add to, alter, subtract or change the terms of this Agreement.

#### **ARTICLE 9 - SENIORITY**

1. Seniority shall be considered as the length of an employee's continuous service within the Police Department of the Town of Chelmsford. Continuous service means the most recent period of unbroken service with no breaks in service, except as otherwise defined under Civil Service Regulations. The Chief of Police shall establish a seniority list, which shall be brought up to date on or before December 1 of each year. Said list shall be posted at the Police Station for a minimum period of thirty (30) days.

2. Bi-annually, no later than January 15<sup>th</sup> and July 15<sup>th</sup>, the Chief of Police or his/her representative shall post a written schedule of shifts to be filled on July 1 and January 1<sup>st</sup>, by a seniority shift bidding process. Said schedule shall include a list of officers by seniority for the shift bid year starting July 1 and January 1<sup>st</sup>. Said shift bidding shall not start until the schedule of openings has been posted for five (5) days. The Chief of Police shall post a scheduled time for each officer to bid so that all bidding is completed no later than March 1<sup>st</sup> and September 1<sup>st</sup>.

3. For just cause, the Chief of Police has the right to assign persons to shifts other than their seniority preference. The Chief further has the absolute right to assign any newly appointed officer to any shift. As used in this paragraph, a newly hired officer is any officer new to this department that completes a recruit training academy, or if not required to complete a recruit training academy, starts full time work, after January 1 of the calendar year in which this bidding is taking place.

## ARTICLE 10 - PROMOTIONS, VACANCIES AND REDUCTION IN FORCE

All matters pertaining to seniority, promotions, vacancies and reductions in force shall be regulated by the rules of the Civil Service Commission.

A patrol officer shall be required to have three years of full-time experience as a Chelmsford patrol officer, not including attendance at the police academy and the completion of field training, prior to being eligible to be promoted to the rank of Sergeant in the Chelmsford Police Department.

## ARTICLE 11 - INFORMATION

The Town shall furnish to the Union during the life of this Agreement, a list of all employees in the bargaining unit showing name, address, date of birth, length of service, classification, and rate of pay.

## ARTICLE 12 - COMPENSATION AND FRINGE BENEFITS

All benefits presently enjoyed by the employees within the bargaining unit under the By-Laws of the Town pertaining to personnel which are not inconsistent with any term of this Agreement and which are not otherwise changed by this Agreement shall be continued.

## ARTICLE 13 - COMPENSATION

### A . Patrol Officers Wage Schedule

	<u>July 1, 2025</u>
Step 1	\$28.2134
Step 2	\$30.2732
Step 3	\$32.3329
Step 4	\$34.3925
Step 5, maximum	\$36.4560

	<u>July 1, 2026</u>
Step 1	\$28.7777
Step 2	\$30.8787
Step 3	\$32.9796
Step 4	\$35.0803
Step 5, maximum	\$37.1851

	<u>July 1, 2027</u>
Step 1	\$29.3533
Step 2	\$31.4963
Step 3	\$33.6392
Step 4	\$35.7819
Step 5, Maximum	\$37.9288

B. The parties agree that the increase in base wages shall not apply retroactively to extra duty paid details and shall only become effective with regard to extra paid duty details upon the ratification of this Agreement.

C. Base salary is defined as the compensation listed in this section. For the purposes of calculating overtime, pay rates will be determined by base salary plus applicable longevity. Payroll is processed bi-weekly.

#### **ARTICLE 14 - OVERTIME**

1. Overtime shall be divided by seniority and as equally as efficient operations permit among bargaining unit employees of the same classifications. A record of overtime worked by employees during the current year (or credited to them ) will be maintained by the Chief of Police or his/her representative and will be available for examination by a designated Local Union Officer upon request. The overtime rate shall be time and one-half the base hourly rate plus applicable longevity in existence at the time said overtime is earned.

2. Any officer calling in sick or injured shall upon his return to duty be required to work one regular eight hour shift before he/she is entitled to any overtime.

3. In his/her discretion and subject to the operating needs of the department, the Chief may grant compensatory time off in lieu of payment for overtime. The employee shall not be required to take this compensatory time, if he does, it shall be subject to the following conditions:

- (a) This said time cannot be carried forward into a new fiscal year.
- (b) Said compensatory time must be requested in writing to the duty sergeant or officer in charge 48 hours before the employee wishes to use it.
- (c) Compensatory time for an overtime shift must be requested before the shift begins.

- (d) Compensatory time off shall be granted on an hour for hour basis.

#### **ARTICLE 14A - FEDERAL COMPENSATORY TIME**

A patrol officer will have the option of taking Federal compensatory time in lieu of payment for overtime worked in accordance with Section 553.25 of the Fair Labor Standards Act Rules and Regulations.

#### **ARTICLE 15 - HOURS OF WORK**

1. Effective January 1, 2019, the paid work week of a calendar week schedule, shall increase from thirty-seven and one-half (37.5) hours to forty (40) hours, with no change in the schedule, and shall be what is known as a 4 and 2 work week. All hours worked in excess of 40 hours will be compensated at one and one-half times the employee hourly rate of pay.

- (a) The Chief of Police reserves the right to create and establish new shifts at his/her discretion.

2. At the discretion of the Chief of Police, the following positions shall be exempt from the 4 and 2 work schedule: Safety Officer, Central Square Officer, Court Prosecutor, 9-5 Patrol Officer, Dare Officer, Juvenile Officer, Crime Prevention Officer, Vinal Square Officer and Criminal Bureau Inspector. The Juvenile Officer and Crime Prevention Officer shall remain on a 4 and 2 work schedule until such time as the incumbents as of this date leave these positions or choose to transfer to a 5 and 2 work schedule.

#### **ARTICLE 16 - CALL IN PAY**

Employees not on duty who are recalled to work after their regularly scheduled time shall be entitled to a minimum of four (4) hours pay, or are held over after his/her regular shift has been completed shall be entitled to no less than one (1) hour of pay at time and one half their hourly base rate.

#### **ARTICLE 17 - HEALTH AND SAFETY**

1. It shall be the policy of the Town and the Union to promote the health and safety of employees covered by this Agreement, by strict adherence to the rules for prevention of accidents and/or occupational diseases.

2. A committee of not more than three (3) Union members within the bargaining unit shall meet quarterly with the Chief and such other persons as they desire to be present. Such meetings to be held at a mutually convenient time and place. Matters to be discussed shall be of informal nature relating to safety only. The parties agree that no

matter shall be discussed at these meetings which will in any way alter the terms and conditions of this Agreement.

3. The Town agrees to maintain a health and welfare plan for the benefit of members of the unit.

4. The Town agrees to continue its present health and welfare plan for the benefit of members of this unit.

5. The Town may reopen negotiations with the Union regarding health insurance, subject to the following:

(a) the Town submits a proposal regarding health insurance to the Insurance Advisory Committee;

(b) the Insurance Advisory Committee makes it's recommendations; and

(c) only Paragraph 4 of Article 17 is subject to the re-opener.

6. Commencing on July 1, 1996, and on an annual basis thereafter, the Town agrees to pay fifty percent (50%) but not to exceed a maximum of one hundred fifty dollars (\$150) of the membership fee at a local fitness club for members of the bargaining unit.

#### **ARTICLE 18 - CIVILIAN DISPATCHERS**

The Town may employ civilian dispatchers to perform the police dispatching services. The Chief of Police, from time to time, may assign police officers to cover said service, including working along side civilian dispatchers. If a full-time police officer is assigned to work a dispatching shift ordinarily staffed by civilians, the officer shall receive time and one-half his base rate of pay for such shift; provided, however, the officer shall receive his regular rate of pay for such shift if the dispatching duties are assigned as administrative duty.

#### **ARTICLE 19 - WORK CLOTHES AND EQUIPMENT**

1. The Town agrees to provide such essentials of clothing as it deems necessary for the employee to perform his/her duties.

2. Employees in the bargaining unit shall be entitled to an annual clothing allowance of \$900.00 administered as at present.

3. Any change of style, type or color of uniform or attire or any change of equipment or accouterments ordered by the Town shall be paid by the Town and not charged to the clothing allowance.

4. New employees in the bargaining unit shall be entitled to an initial clothing allowance of \$900.00.

## ARTICLE 20 - VACATION

Vacation will be granted in accordance with the existing and applicable By-Laws of the Town and in accordance with M.G.L. Ch 41, Sections 111A & 111D. Vacations must be taken in the year in which they are due and shall not accumulate from year to year. A vacation request shall be posted in the department on or before April 1 of each year. Each employee entitled to a vacation shall make his/her vacation choice by April 15. The approved vacation schedule shall be posted on or before May 1 of each year. Vacation requests shall be granted so as not to impair the mission of the Police Department. Vacation choices shall be granted on the basis of seniority and, where necessary, conflicts in the vacation schedule will be resolved on the basis of seniority.

Employees unable to take their scheduled vacations due to sickness or injury will be allowed to reschedule their vacations, but not to interfere with the established schedule. Advance payment for vacations shall be in accordance with M.G.L. Ch 44, Section 65.

All eligible full-time permanent employees shall earn vacation leave monthly based on date of hire and length of continuous employment with the Town. Vacation leave will be posted on anniversary date of hire as follows:

.833 days per month from date of hire to completion of 5 years.

1.75 days per month from start of 6 years to completion of 10 years.

2.333 days per month from start of 11 years.

Accrued vacation shall become available for use after each anniversary date.

After completing the probationary period of six (6) months employment with the Town of Chelmsford, employees may begin using earned vacation leave.

Employees reaching their 5 and 10 years anniversary will be credited with a one time additional seven days vacation.

Carryover of five days is approved, but must be taken in the first three months following the employee's anniversary date.

## **ARTICLE 21 - COURT DUTY**

- (a) Court Duty shall be paid at time and one-half with a minimum of four (4) hours in accordance with M.G.L. Ch 262, Section 53C.

Any officer who attends Court in connection with his official duties as a police officer before or after his regular shift or on a day off shall be paid a minimum of four (4) hours pay at the rate of time and one-half his regular base rate of pay. This shall include signing of a criminal complaint following the officer's shift.

- (b) "Court Duty" shall not include the preparation or signing of a complaint, motor vehicle hearing, of their purely administrative duties. These duties shall be compensated at one (1) hour minimum at the rate of time and one-half his regular base rate of pay.

## **ARTICLE 22 - EXTRA PAID DETAILS**

The following provisions shall govern the assignment of extra paid details to Police Officers where the detail is to be paid for by a Town Department, or by a Governmental body, or by an outside individual group, or corporation or organization. All extra paid details shall be offered to regular Officers first and assignment shall be made by the Chief of Police or his/her representative on a voluntary basis, distributed evenly among said regular Officers. There shall be kept a record of such distribution of extra paid details by number of hours worked.

The record shall be kept on the Police Department computer system and may be reviewed. It is agreed that any details worked in accordance with the preceding provisions will be paid a minimum of 4 hours. Extra duty details shall be paid at the rate of time and one-half the Sergeant's hourly rate; however, extra duty details provided to the Town of Chelmsford shall be paid at a reduced overtime rate that is equal to the midpoint between the Patrol Officer top step 6 and the Sergeant base wage.

Road Construction Details will be paid a minimum of 4 hours with a minimum of 8 hours after the 4 hours, and the time and one-half rate after 8 hours. Road Construction Details on Saturday, Sunday and Holidays will be paid time and one-half the detail rate. This provision excludes the Town of Chelmsford Highway Department and all Water Department work when work performed is actually done by them and not a sub-contractor. The sewer construction project shall be deemed to be a non-Town funded detail.

Emergency utility work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid at time and one-half the detail rate provided, however, that the Town force account details or Town-funded details shall be exempt from this provision.

Police Officers assigned to Strike Duty Detail where the detail is to be paid by an outside individual group or corporation or organization shall be paid at the rate of two times the regular extra duty detail rate as defined within this Article.

The system for assignment of details shall be the same as used in Departmental Overtime Procedure except as spelled out in said Overtime Article.

Retirees of the bargaining unit will be offered the opportunity to be appointed as Auxiliary Police Officers-Retired so as to work extra paid details. This status of Auxiliary Police Officers-Retired will be offered details after active members but prior to regular Auxiliary Officers. Such retirees will be required to maintain all certifications and receive training as required by the Police department, but shall not be required to perform cruiser rides. The Chief of Police has absolute authority to remove such officers at his/her discretion. The Auxiliary Police Officers-Retired may be re-employed by the Town for no more than 960 hours in any calendar year, as long as the earnings there from, when added to any pension or retirement allowance the employee is receiving, do not exceed the salary that is being paid for the position from which the employee was retired. M.G.L. c. 32, Sec. 91.

Out of town details are allowed providing such assignments are under mutual aid agreements between the Chiefs of the affected departments. Such administration of assignments include rules and regulations similar to details within the Town (i.e. uniforms, etc.) and a requirement that all town details and overtime shifts be filled prior to out of town details.

Road details on Saturday will be paid at time and one half the detail rate. This provision will exclude the Town of Chelmsford Department of Public Works or Water Department work when work is performed by employees of the town and not a subcontractor. If a subcontractor is hired to perform work, prevailing detail rates will apply.

Any private, non-town details scheduled for a Sunday or any of the twelve (12) holidays listed in Article 26, as well as Thanksgiving Eve, Christmas Eve, and New Year's Eve, will be paid at two times the detail rate with the same minimums as provided for in this article.

Any road job details between the hours of 6:00 p.m. and 6:00 a.m. (excluding Sunday and Holiday Details) shall be paid at the rate of time and one-half the detail rate. This provision will exclude the Town of Chelmsford Department of Public Works or Water Department when work is performed by employees of the town and not a subcontractor.

**ARTICLE 23 – NEW POSTINGS ESTABLISHED WITHIN THE DEPARTMENT  
NOT REQUIRING WRITTEN EXAMINATIONS**

When new positions are deemed necessary and established for the Police Department, the Police Chief will post a notice of such positions on the Union bulletin board directing any interested members of the department to forward to the Chief a written request to be considered for such position or positions. The request should be accompanied by a written resume outlining the applicant's qualifications for the position including experience, if applicable. Ten (10) days will be allowed for the receipt of applicant's written request for consideration after posting of such notice. The Police Chief may assign personnel to the newly created position(s) after review of all applicants.

**ARTICLE 24 – TEMPORARY SERVICE OUT OF RANK**

Any employee covered by this Agreement who is temporarily designated to assume the duties and responsibilities of a higher rank for an entire shift or more shall receive pay of such higher rank from the date he assumes such rank pursuant to such order, until he is relieved of such responsibility.

**ARTICLE 25 – CIVIL SERVICE**

All employees covered by this Agreement shall retain their Civil Service rights now in effect and regulated by M.G.L. Chapter 31.

**ARTICLE 26 – HOLIDAYS**

Employees in the bargaining unit shall be entitled to the following holidays:

New Year's Day	Martin Luther King Day
Washington's Birthday	Patriot's Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Holiday pay shall be computed on the basis of an eight (8) hour work day as defined under Article 13, Compensation, and shall be paid semi-annually on the first pay day in December and June.

The December holiday payment shall include the following:

Independence Day	Labor Day
Columbus Day	Veteran's Day

### Thanksgiving Day

The payment for Christmas Day shall be made that week.

The June holiday payment shall include the following:

New Year's Day	Martin Luther King Day
Washington's Birthday	Patriot's Day
Memorial Day	Juneteenth

Holiday pay is in excess of base pay and is therefore not subject to longevity payments.

Employees whose regular shift assignment requires them to work on Independence Day, Thanksgiving Day, Christmas Day, New Years Day, and/or Memorial Day shall be paid at the rate of time and one-half their regular base hourly rate of pay for that specific holiday worked.

Members of the bargaining unit may choose to receive compensatory time off in lieu of holiday pay. The compensatory time will be given at straight time. The Chief of Police will regulate its use like all other compensatory time. The employee will give the Chief 48 hours notice before compensatory time is granted. Compensatory time is subject to the operating needs of the Police department.

### **ARTICLE 27 - UNION BUSINESS**

The Town agrees that Union officers who wish to swap shifts with other patrol officers in order to absent themselves from the Department to conduct Union business shall be allowed to do so upon notice, given to the Police Chief. The parties agree that under no circumstances shall this right be interpreted to mean that such Union officers shall be entitled to pay from the Town while conducting Union business.

### **ARTICLE 28 – RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Union and the Town agree that the differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union and employees within the bargaining unit both individually and collectively in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, cause, instigate, sanction or condone or take part in any work stoppage or delay, strike, walkout, slowdowns or any concerted refusals to perform normal work duties on the part of any employee of group of employees covered by this Agreement. Notwithstanding Chapter 1078 of the Acts and Resolves of 1973 the Town, may, in addition to filing a petition with the State Labor Relations Commission, petition the Court for an injunction and seek any other appropriate legal remedies.

## **ARTICLE 29 – BULLETIN BOARDS**

The Town shall provide bulletin boards not smaller than 30” by 40” with space for Union notices concerning Union business and activities in the Police Station. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post political, denunciatory, or inflammatory written or pictorial material on such bulletin boards. If, in the opinion of either party, such material is politically, denunciatory, or inflammatory, the party posting the material shall forthwith remove it.

## **ARTICLE 30 – SICK LEAVE**

### **1. Annual Accrual**

Each eligible employee shall earn and accrue fifteen (15) days of sick leave per year (1 ¼ days per month). Sick leave shall be defined as an illness or injury which prevents an employee from performing essential functions of the job. This sentence shall not be interpreted as a light duty clause.

### **2. Maximum Accrual**

Unused sick days may be accumulated from year to year up to a maximum of one hundred thirty-five (135) days.

### **3. Buy Back and Use.**

(a) Buy Back. An employee on the payroll as of June 30, 1994 shall have his/her accumulated sick leave time frozen at its accumulated time as of July 1, 1994. Such accumulated sick time as of July 1, 1994 will be bought back by the Town at the time of the employee's retirement or death. "Retirement" shall be defined in accordance with M.G.L. Chapter 32.

Any unused accumulated sick days up to a maximum of one hundred thirty-five (135), valued as above, shall insure to the benefit of the heirs or beneficiaries of any employee upon his/her death.

(b) Accumulation. An employee may continue to accumulate sick days beyond the number of days frozen, subject to the limitation of this Article, but may not have any days in excess of the number of days frozen bought back. For buy-back purposes, accumulated sick days may not exceed one hundred and thirty-five (135) days.

(c) Notice. An employee must give the appointing authority six (6) months notice prior to an ordinary retirement in order to invoke sick leave buy-back, as set forth in this Article.

(d) Use. An employee may use sick days from the frozen buy back accumulation and will have the dollar value of buy back reduced in accordance with his/her daily rate of pay. An employee utilizing sick days from the frozen buy back may earn sick time back up to his/her frozen buy back accumulation. In no event shall an employee be entitled to receive more in time or adjusted value than that which exists and is frozen as of July 1, 1994.

(e) Value. The dollar value of sick time that is available for buy-back shall be adjusted each fiscal year by the contract established wage increase, if any.

(f) Eligibility. Only those employees on the payroll as of June 30, 1994 shall be eligible for sick leave buy-back. Those employees who were not on the payroll as of June 30, 1994 shall not be eligible for sick leave buy-back.

In cases of suspected abuse, the Chief may require a doctor's certificate from the employee before he/she is entitled to sick leave pay.

When it becomes necessary to replace a man injured in the line of duty, the Chief shall replace from the ranks for a maximum of thirty (30) days, after such time, he may replace at his discretion, with intermittent men.

4. Wellness Bonus Program. Employees with limited sick leave utilization within a calendar year shall receive cash bonuses according to the following schedule:

0 days sick leave used:	5 days base pay
1 day sick leave used:	4 days base pay
2 days sick leave used:	3 days base pay
3 days sick leave used:	2 days base pay
4 days sick leave used:	1 day base pay
5 days sick leave used:	0 days base pay

5. Sick Leave Donation.

On a calendar year basis, employees may donate a maximum of 5 days sick leave to co-workers of the Town eligible for such leave, provided the employee in need has expired all available paid leave. Requests to donate sick leave will be submitted in writing to the Town Manager for approval. Donated sick leave will not affect the donator's wellness bonus.

## **ARTICLE 30A – LIGHT DUTY**

The subject of light duty will be referred to a labor management committee per the September 2018 Award.

## **ARTICLE 31 - BEREAVEMENT AND FUNERAL LEAVE**

- (a) All full-time, permanent employees covered by this contract shall be entitled to leave without loss of pay not to exceed five (5) days in the event of the death of the employee's spouse, children and parents.
- (b) All full-time permanent employees covered by this contract shall be entitled to leave without loss of pay not to exceed three (3) days in the event of the death of the employee's grandparents, parents in-law and siblings.
- (c) Leave as provided by this section shall not be deducted from any vacation time to which the employee may be entitled.
- (d) All full-time, permanent employees covered by this contract shall be entitled to leave without loss of pay not to exceed (1) day in order to attend the funeral of the employee's sister-in-law, brother-in-law, aunts, uncles, nieces and nephews. Such leave shall not be deducted from any vacation time to which the employee may be entitled.
- (e) The Chief of Police may grant additional bereavement days when need is shown.

## **ARTICLE 32 - LONGEVITY**

10 - 15 years:	2.7%
15 - 20 years:	3.7%
20 - 25 years:	4.7%
After 25 years:	5.7%

The maximum increment shall be received at the completion of twenty-five (25) years of employment. The longevity increment shall in no way be considered as part of the salary rate for Civil Service purposes. The longevity increment shall be included for all applicable purposes in determining any and all rights under the Middlesex Retirement Fund.

**ARTICLE 33 - EDUCATIONAL INCENTIVE**

1. Officers who receive or have received the following degrees from an accredited college or university shall receive an extra annual stipend as follows:

Associate's Degree in Law Enforcement	10% of annual salary
Bachelor's Degree in Law Enforcement or Liberal Arts	20% of annual salary
Master's Degree in Law Enforcement or Public Administration or a Jurist Doctor	25% annual salary

2. Officers who have earned a minimum of nine credits towards a qualifying associate's or bachelor's degree as listed above but have not completed the degree requirement shall be entitled to an extra stipend of \$15 per credit earned in courses approved by the Chief, but in no event shall be stipend exceed \$450 per year.

3. Educational incentive stipends are in excess of annual base salary and are therefore not subject to longevity benefits.

4. For purposes of overtime, educational incentive stipends shall not be added to the base salaries of officers who are eligible for the educational incentive stipend, unless an officer works more than 171 hours a month and has no offsetting credits, in which case the relevant provisions of the Fair Labor Standards Act ("FLSA") shall apply.

5. Subject to the limitations of the FLSA, no shift or other differentials shall take into account the educational incentive stipends.

**ARTICLE 34 - BASE PAY, SHIFT DIFFERENTIAL AND PERSONAL DAYS  
BASE PAY**

Base pay or base hourly, weekly, or annual salary is defined as that pay set forth in the salary schedule contained in Article 13. When computing overtime or any other extra stipends, the base pay shall not include educational increments or other extra stipends.

**SHIFT DIFFERENTIAL**

There shall be an extra stipend known as a shift differential of \$2.00 per hour (effective October 15, 2018). The shift differential will be for the hours of 4:00 p.m. to 8:00 a.m., or from 3:00 p.m. to 8:00 a.m. in the event the Town implements an early night shift that begins at 3:00 p.m.

This extra stipend shall not change the base hourly rate or the overtime hourly rate as defined under Article 13.

This extra stipend is in addition to base annual salary and is therefore not subject to longevity benefits.

### PERSONAL DAYS

All full time, permanent employees covered by this contract are limited to three days leave with pay for personal reasons. Personal reasons may include legal, business, religious or other matters not covered elsewhere by the leave provisions of this contract. Personal leave will be granted for a remedy of problems which cannot be conveniently resolved at times other than during the customary work day. Specific personal reasons need not be given to supervisors but, except in cases of emergency when oral requests may be granted, requests for personal leave should be given in writing to supervisors at least 48 hours prior to the time the leave is to begin. The personal days must be taken in the year in which made available and cannot be carried forward to the next fiscal year.

### RETIREMENT PAY

For purposes of retirement, all pay due an officer shall be paid to the retiring officer on the basis of an eight (8) hour day.

## **ARTICLE 35 - PREGNANCY AND EMPLOYMENT**

Should an officer become pregnant in full time status, the officer may notify the Chief of Police in writing after receiving notification of pregnancy from a medical doctor or such other medical personnel qualified to render such a diagnosis. Upon such notification, the Chief of Police shall immediately re-assign the officer to full time duty in the dispatch capacity or assign the officer to such other duties if said pregnant officer requests re-assignment. If the officer is assigned to dispatch capacity because of pregnancy, the rate of pay shall be at the officer's current base rate and not at the rate currently required (1.5) by Section 18 of this Agreement

## **ARTICLE 36 - OVERTIME PROCEDURE**

### SECTION 1

All overtime shall be assigned on a rotating basis in accordance with this Article, except on assignments made by the department head to schools or other specific assignments, such as task force, or other special assignments not considered as extra shift assignments.

## PROCEDURE

1. (a) All overtime assignments that are known to be available at the beginning of each week will be assigned by the officers designated to perform that task on Monday, and a list to be posted on Wednesdays.  
(b) When an overtime assignment becomes available anytime after the above mentioned list is completed, the overtime assignment will be filled in as soon as it is reasonably possible.
2. All assignments shall be made on the basis of seniority and hours. The Officer with the least amount of detail or overtime hours worked shall be the first called Officer for the job.
3. Officers who are working their regular shift or already worked 16 hours or assigned to court or a department assigned school shall be exempt from being called for a job.
4. Officers who accept a job shall be charged accordingly in 4-hour blocks.
5. Officers who are out sick shall not be available for a detail or overtime shift and shall not be eligible to work an overtime shift or detail until they have worked a regular shift.
6. Officers who cancel a job after accepting shall be charged 8 hours additional for cancellation.
7. Officers who show up late to a detail or overtime shall not be paid for the time absent and may be subject to disciplinary action.
8. Officers who fail to show for a detail after accepting it either by phone or work acceptance form shall be charged with four (4) eight-hour acceptances. Repeated acts of failure to show may result in disciplinary action including removal from the detail list for 30 days.
9. The Officer in Charge will investigate the reasons for the failure to show and complete a report for the Administrative Officer.
10. Officers assigned to in service training, *firearms training (effective October 15, 2018)* or other training schools that are assigned by the department shall be assigned as part of their regular shift and shall not be paid overtime but shall be granted compensatory time at a rate of time and one-half for hours worked on a regularly scheduled day off. Use of such compensatory time shall be at the discretion of the Officer subject to the operational needs of the department. Officers who are required to work more than five continuous days shall be compensated in either time owed or overtime whichever is in the best operating interest of the department as determined by the Chief of Police.

## SECTION 2

Work assignments shall be done by the officer in charge or other superior officer as assigned by the Chief of Police.

## SECTION 3

## Extra Paid Details

1. The assignment of Extra Paid Details shall follow the same rule as the assignment of Overtime with the following exceptions:

(a) Overtime will be done first - details second - both weekly fill-in under Section 1, Procedure 1(a) and when openings exist under Section 1, Procedure 1(b).

(b) The details list will be one list for all members of the department by order of seniority. Such list shall include:

- (1) Officers name
- (2) Hours of Detail (Hrs.)
- (3) Date Called
- (4) Job Date
- (5) Job
- (6) Exception
- (7) A or R and Time
- (8) Officer making assignment

## SECTION 4

1. The Chief of Police may prohibit any employee from working in excess of 16 consecutive assigned hours, in which case the employee would be entitled to an exception under Section 1,3(b)(1) above.

2. (a) Any employee accepting an assignment, and failing to show up for that assignment will be taken off the list for that time plus: for overtime - two 8-hour overtime shifts; for detail - eight 4-hour detail blocks.

(b) Any employee reporting late for a detail without sufficient reason, will not be paid for the time he/she did not work and shall be taken off the detail list for two additional 4-hour turns. If an employee does not show up for overtime, the officer in charge shall try to contact the employee by telephone before filling in with someone else and the employee shall not be paid for the time he/she did not work.

(c) Nothing in this section prohibits the Chief of Police from taking other disciplinary action in regard to repeated missed or late overtime or detail assignments.

(d) When any officer is not wanted by the establishment, he/she is not eligible to work for the particular establishment. The establishment must first send a letter to the Chief stating the particular officer is not wanted and the reasons for such request and the Chief must give a copy of the letter to the Union and to the officer.

## SECTION 5

No new employee shall be entitled to any overtime or detail until he/she has graduate from a recruit training police academy and shall not be entitled to or paid any overtime for attendance at said recruit training police academy.

## SECTION 6

Officers in charge of shifts will see that this system is enforced. If any problems or unfairness result from this procedure, the employee may verbally bring it to the attention of his/her supervisor or the supervisor causing the alleged unfairness. Such meetings shall be scheduled by the above mentioned official and shall attempt to resolve the alleged problem or unfairness. If the employee is still not satisfied with the results, then the employee may initiate grievance procedures.

## **ARTICLE 37 - PHYSICAL FITNESS PROGRAM**

1. Establishment. The Town shall establish a Physical Fitness Program for officers covered by this Agreement. The Union shall cooperate with the Town in the program.

Mandatory Annual Physical Fitness Testing: Officers hired on or after July 1, 2010 shall be required to successfully complete a mandatory annual physical fitness test (attached) as a condition of employment. This mandatory annual physical fitness test represents the essential job requirements of (1) chasing, subduing, and restraining a suspect; and (2) exiting a vehicle, moving quickly to an accident scene, and rescuing/removing a passive/unconscious person. This mandatory annual physical fitness test must be completed within the time period specified. An officer will be compensated for the time spent in taking the test since it is a condition of employment.

An officer hired on or after July 1, 2010 who fails to complete the annual fitness test shall be provided with an opportunity to retake the annual fitness test within a six month period. An officer who fails to complete the annual fitness test within the six month retesting period shall be placed on an unpaid leave of absence for a period not to exceed 90 days until such time as the officer completes the annual fitness test. During said unpaid leave of absence, an officer shall not accrue any employment benefits such as

vacation time, sick time, or personal time or perform any police functions such as extra paid details or overtime. The Town shall have the right to terminate the employment of an officer who fails to complete the annual fitness test by the end of the 90 day unpaid leave of absence period. Said termination shall not be subject to a grievance under the employee grievance procedure.

**2. Optional Physical Fitness Testing and Bonus Eligibility.** The Town shall establish an annual physical fitness test (attached). The taking of the test shall be on a voluntary basis. The Town may employ an outside trainer to conduct the physical fitness test.

An officer will not be compensated for the time spent in taking the test.

A. Participating officers who: (1) pass the physical fitness test; and (2) meet either the weight requirements or body composition standards; and (3) are non-smokers will be eligible to receive the bonus described in paragraph B below.

B. Participating officers who: (1) successfully pass the annual physical fitness test; and (2) meet either the weight requirements or body composition standards; and (3) comply with paragraph 2(C) of this Article, shall receive a bonus of \$1,000, which shall not be part of the base wage for any purpose.

C. To be eligible for the bonus, officers shall not smoke on or off duty.

D. Officers participating in the physical fitness test shall be covered by Section 111F of Chapter 41 (IOD statute) in connection with the actual taking of the test.

E. **Optional Testing.** Participating officers may be required by the Town to submit to an annual cholesterol test and blood pressure test. The cost of the test shall be borne by the Town. The test results shall be supplied only to the officer and shall not be available to the Town. Any officer not meeting the cholesterol or blood pressure standards will be counseled by the agency giving the examination or other appropriate entity. The Town may be provided with summary statistics on the test results provided no officers are identified in the report.

**3. Annual Physical and Blood Testing.** Officers shall be required to provide evidence to the Town of an annual physical examination that includes cholesterol testing and blood pressure testing. The Town shall reimburse the cost of the co-payment and any other costs incurred for the annual physical examination upon receipt of documentation including the Town provided form. An officer who fails to provide evidence to the Town of an annual physical examination within a sixty (60) day period after the one year anniversary of the officer's previous annual physical examination shall have the choice to either undergo a physical to be performed by a physician in the Town's occupational health program or be placed on an unpaid leave of absence for a period not to exceed 90

days until such time as the officer submits evidence of the annual physical examination. During said unpaid leave of absence, an officer shall not accrue any employment benefits such as vacation time, sick time, or personal time or perform any police functions such as extra paid details or overtime. The Town shall have the right to terminate the employment of an officer who fails to submit evidence of an annual physical examination by the end of the 90 day unpaid leave of absence period. Said termination shall not be subject to a grievance under the employee grievance procedure. The test results shall be supplied only to the officer and shall not be available to the Town. Any officer not meeting the cholesterol or blood pressure standards will be counseled by the agency giving the examination or other appropriate entity. The Town may be provided with summary statistics on the test results provided no officers are identified in the report.

### **ARTICLE 37A – DRUG AND ALCOHOL SCREENING**

At the expense of the Town, the Town shall have the right to institute random drug and alcohol testing for all officers to determine whether an officer is using non-prescribed or controlled substances. The Town shall also have the right to conduct drug and alcohol testing of an officer when there is obvious use or reasonable suspicion.

An officer who is found to be under the influence or using controlled or non-prescription drugs or alcohol will be required on the first offense to complete a rehabilitation program that is approved by the Town. Upon the second offense, an officer shall be subject to disciplinary action up to and including dismissal. This Article shall not apply to any officer indicted for a felony. Probationary officers may be subject to dismissal for any first offense during their probationary period.

#### **1. Introduction**

The purpose of this Article is to establish the fact that the Town of Chelmsford and its officers have the right to expect a drug and alcohol-free environment in the work place. The main emphasis of the program is not to be punishment, but the counseling and rehabilitation of employees with a problem with alcohol or drugs. However, nothing contained herein shall be construed to prevent disciplinary action up to and including termination from employment for any infraction of Department rules, policies or procedure, or any misconduct.

Officers must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance.

All officers will be provided information regarding available drug counseling, rehabilitation and/or employee assistance programs for substance abuse. In addition, officers found in violation of this policy may also be required to participate in a drug or alcohol assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

An officer who is found to be under the influence or using controlled or non-prescription drugs or alcohol will be required on the first offense to complete a rehabilitation program that is approved by the Town. Upon the second or any other subsequent offense, an officer shall be subject to disciplinary action up to and including dismissal. Probationary officers may be subject to dismissal for any first offense during their probationary period. This Article shall not apply to any officer indicted for a felony.

## 2. Testing

The following tests shall be conducted by the Town:

### a. Random Testing.

The Town may conduct random drug and alcohol testing of police officers at any time throughout the year at an annual random testing rate not to exceed 50% of the total number of officers for drug testing and 10% of the total number of officers for alcohol testing.

### b. Reasonable Suspicion

An officer shall be tested when a supervisor observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the officer has engaged in prohibited conduct, or has been or is using controlled substances without a doctor's prescription.

An order to submit to test sampling and testing shall be based on facts sufficient to constitute a reasonable suspicion of drug and/or alcohol abuse. Objective facts that can be used in evaluating an employee's condition include but are not limited to:

1.	BALANCE	SURE/UNSURE/QUESTIONABLE
2.	WALKING	SURE/UNSTEADY/QUESTIONABLE
3.	SPEECH	CLEAR/SLURRED/QUESTIONABLE
4.	ATTITUDE	COOPERATIVE/UNCOOPERATIVE/ QUESTIONABLE
5.	EYES	CLEAR/BLOODSHOT/QUESTIONABLE
6.	ODOR	NONE/STRONG/QUESTIONABLE

Reasonable suspicion may also be determined in the following types of situations: (This list is not all inclusive. Reasonable suspicion may also be determined in situations not listed in this Policy).

1. An officer is deemed impaired or incapable of performing assigned duties.
2. An officer is experiencing excessive vehicle or equipment accidents.
3. An officer is exhibiting behavior inconsistent with previous performance.

4. An officer is exhibiting irritability, mood swings, nervousness, hyperactivity, or hallucinations.
5. An officer is subject to substantial allegations or determinations of use, possession, or sale of drugs.

In the case of alcohol use, the observation shall be made during the workday. No such limitations are placed on observations for impermissible use of controlled substances. Tests for alcohol use shall be conducted within (2) hours, but in no case more than eight (8) hours, after the observation is made.

### 3. Conducting Tests

#### a. Alcohol

Alcohol testing is conducted by breath testing using evidential breath testing (EBT) devices, (1) conducted by a certified alcohol testing agency in the instance of random alcohol testing; or (2) conducted under the direction of the Chief of Police in the instance of reasonable suspicion alcohol testing. Two breath tests are required to determine if a person has a prohibited alcohol concentration. Any result less than 0.06 alcohol concentration is considered a "negative" test. Two test results of 0.06 or greater is considered a "positive" test.

#### b. Drugs

Drug testing is conducted by analyzing an employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification, and integrity are not compromised. The specimen must be tested for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

The sample shall be taken by a certified drug testing agency.

A split specimen procedure shall be employed. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another certified laboratory for analysis.

Testing is conducted using a two-stage process. First, a screening test is performed by a test such as EMIT or RIA. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug by GC/MS. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

**c. Refusal to Participate/Tampering**

Any refusal to participate in any of the types of alcohol and or drug tests authorized in this policy will be treated as indicative of a positive result. If the employee refuses to provide the test sample he/she will be terminated from employment.

If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

**d. Return to Duty and Follow-Up**

An officer who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to work. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first 12 months after an officer returns to duty. An officer who has violated the prohibited alcohol standard shall only undergo follow-up tests for alcohol. An officer who has violated the prohibited drug standards shall only undergo follow-up tests for drug use.

If the officer refuses to submit to any random and/or alcohol testing, he/she shall be terminated from employment.

After the one (1) year period has expired, the officer will be return to the random testing group of officers.

**4. General Testing Procedure**

**a. Random Testing**

Drug and/or alcohol test sampling and testing shall be required immediately. The results of a drug and/or alcohol test will be held in confidence, and only those who have a need to know will be told of the test sampling and test results.

The supervisory employee requiring the test sampling and testing will inform the officer in writing why the test sampling is being required and escort the officer to the test site.

All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the officer and conduct an interview to determine if there is an alternative medical or legal explanation for the drugs found in the urine specimen. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

If the officer on a first offense agrees to enter an alcohol or chemical dependency rehabilitation program, the officer will be placed on sick leave status. He/she may use accumulated sick leave, compensatory time, vacation time, and personal days. If the officer exhausts his/her accumulated time, he/she will be placed in an unpaid leave status.

All records of the Town concerning drug and/or alcohol test sampling or results, and any rehabilitation program(s) attended by the officer, are medical records and shall be accorded the same degree of confidentiality as any other officer medical record.

b. Reasonable Suspicion Testing

Drug and/or alcohol test sampling and testing shall be required immediately. The results of a drug and/or alcohol test will be held in confidence, and only those who have a need to know will be told of the test sampling and test results.

The supervisory employee requiring the test sampling and testing will inform the officer in writing why the test sampling is being required and escort the officer to the test site.

The supervisory employee will submit a written report as soon as possible after the test sampling and the written report shall be transmitted prior to the meeting with the Police Chief or his designee as provided below.

The officer may initiate a review of the basis of the test sample and testing within twenty-four (24) hours of the written report being given to the officer. The written report and any other evidence which may be relevant will be reviewed by the Police Chief or his designee.

The Chief of Police or his/her designee will review the evidence brought against the suspected officer evidencing reasonable suspicion.

The Chief of Police or his/her designee shall meet within three (3) business days of the officer's request or as soon as is practicable for a review of the basis for the test sample and testing. The Chief of Police or his/her designee should make a determination within one (1) business day of the review.

If the officer fails to meet the time frame listed above, the right to have the test sampling and testing decision reviewed by the Chief of Police or his/her designee will be forfeited. If the officer chooses to forego test sampling, he/she shall not be entitled to a review of the supervisory directive to require test sampling.

All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO will contact the officer and conduct an interview to determine if there is an alternative medical or legal explanation for the drugs found in the

urine specimen. If the MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

After the test sampling has been given by the officer, he/she shall continue in a paid leave status until a decision has been reached by the Chief of Police. If the officer on a first offense agrees to enter an alcohol or chemical dependency rehabilitation program, the officer will be placed on sick leave status. He/she may use accumulated sick leave, compensatory time, vacation time, and personal days. If the officer exhausts his/her accumulated time, he/she will be placed in an unpaid leave status. If the officer fails to file a timely appeal of the order to submit to test sampling, or the Chief of Police or his/her designee finds there was reasonable suspicion for testing the officer, the officer will similarly be placed in a sick leave status and allowed to use accumulated leave time as specified above.

All records of the Town concerning drug and/or alcohol test sampling or results, and any rehabilitation program(s) attended by the officer, are medical records and shall be accorded the same degree of confidentiality as any other officer medical record.

#### **5. Leaves of Absence for Rehabilitation**

Leaves of absence for rehabilitation under this policy shall be permitted for up to six (6) months from the date of the order to submit to test sampling. If after six (6) months the officer is still participating in a rehabilitation program but is unable to return to his/her employment, the officer may request an additional three (3) months to participate in a rehabilitation program, which will be granted provided that the Town physician has reviewed and approved the request. If the officer is unable to return to work after the six (6) month period or nine (9) month period as provided herein, his/her employment with the Town shall be terminated due to the officer's inability to safely perform the essential functions of his/her position.

If an officer on a first offense tests positive and refuses to participate in an alcohol or chemical dependency rehabilitation program, the officer will be terminated. If the officer agrees to enter an alcohol or chemical dependency rehabilitation program, the officer will be placed on sick leave status. He/she may use accumulated sick leave, compensatory time, vacation time, and personal days. If the officer exhausts his/her accumulated time, he/she will be placed in an unpaid leave status.

The officer shall be expected to comply with all of the requirements and regulations of the substance abuse rehabilitation clinic or facility. Failure to abide by all such conditions and requirements shall be grounds for termination of employment. Evidence of attendance or treatment at a substance abuse rehabilitation clinic or facility must be submitted to the Town. The officer will not be permitted to return to work unless the rehabilitation clinic or facility and the Town Physician have given the officer a written statement that the employee may return to work without any restriction.

An officer may at any time come forward prior to a supervisory order to submit to drug and/or alcohol test sampling to request a leave of absence to enter an alcohol or drug dependency rehabilitation clinic or facility on an in-patient or out-patient basis. The officer may take a leave of absence for up to six (6) months and use accumulated sick leave time as specified herein. Voluntary submission to substance abuse counseling shall not constitute a first positive for purposes of disciplinary action.

#### 6. Union Representation

An officer who is required to submit to test sampling under this policy shall be entitled upon request to union representation at all stages of this Article. An officer aggrieved of this Article may appeal the decision of the Town pursuant to the grievance and arbitration procedure set forth in Article 8.

### **ARTICLE 38 - EMERGENCY MEDICAL TECHNICIAN INCENTIVE**

1. Any full-time patrol officer who has earned and received Emergency Medical Technician ("EMT") certification which is in effect as of July 1st of the current contract year shall receive additional compensation. Effective January 19, 2016, patrol officers who hold and continue to hold certification as an EMT shall be entitled to a 6% stipend on their base salary.

2. Officers voluntarily attending basic EMT training courses while off duty shall be compensated for such training hours at the rate of time and one half upon successful completion of such courses. Officers voluntarily attending EMT recertification training courses while off duty shall be compensated for such training hours at the rate of time and one half upon successful completion of such courses. Prior to attending basic EMT training courses or EMT recertification training courses officers shall submit a request in writing to the Chief for approval. Approval to attend training courses shall be granted freely based on the order of application without regard to seniority and may be limited subject to the budgetary requirements of the Department.

3. It is understood that participation in the Emergency Medical Technician Incentive Plan is voluntary for patrol officers. Non-participation in the Incentive Plan or failure to successfully complete the training course will not constitute the failure to meet a condition of employment. A patrol officer who allows their EMT certification to expire shall not be eligible for the EMT Incentive set forth in this Article.

4. The Town shall not be required to pay for more than one (1) basic state-approved Emergency Medical Technician Training Program for each bargaining unit employee during such employee's employment with the Town.

## **ARTICLE 39 - QUINN BILL**

Effective on the July 1st next following a Town Meeting vote which votes to accept the provisions of Massachusetts General Laws Chapter 41, Section 108L, the Town shall pay education incentive payments in accordance with Section 108L, subject to the following provisions:

1. Education incentive stipends under this Article shall become effective upon approval by the Higher Education Council of the degrees and courses eligible for reimbursement. Request for such approval by the Town shall be submitted upon implementation of this Article.

2. Officers eligible for an education stipend under this Article shall not be eligible for a contractual educational stipend under Article 33 of the contract. In no event shall an officer receive an educational stipend under both this Article and Article 33 of the contract. If the Commonwealth amends M.G.L. Ch. 41, Section 108L subsequent to the Town's acceptance of such statute in such a manner that the educational incentive under this Article is less than the educational incentive under Article 33, officers who were receiving benefits under this Article shall then be entitled to a stipend under Article 33 in lieu of a stipend under this Article.

3. For purposes of overtime, educational incentive stipends shall not be added to the base salaries of officers who are eligible for the educational incentive stipend, unless an officer works more than 171 hours a month and has no offsetting credits, in which case the relevant provisions of the Fair Labor Standards Act ("FLSA") shall apply.

4. Subject to the limitations of the FLSA, no shift or other differentials shall take into account the educational incentive stipends.

5. Educational incentive stipends are in excess of annual base salary and are therefore not subject to longevity benefits.

6. The Town Manager is authorized to adopt administrative procedure to implement this Article.

## **ARTICLE 40 - RECRUIT REIMBURSEMENT**

Each member of the bargaining unit who was required to pay for his/her own police academy training shall be fully reimbursed by the Town upon his/her 3<sup>rd</sup> anniversary date.

## ARTICLE 41 - ANNUAL EMPLOYEE APPRAISALS

A performance appraisal system shall be established and implemented as of May 1, 2006. Performance appraisal is a process of assessing a person's work performance against a set of pre-determined criteria and discussing that appraisal directly with the person at periodic intervals during the year. It is important that the appraisal focus on the individual's actual performance on the job- what the person does or does not do and how well it is done – not on personal characteristics or traits. The appraisal year shall begin on July 1<sup>st</sup> and end on the following June 30<sup>th</sup>. The mid-year review would take place on or before December 15<sup>th</sup> and the annual review on or before June 30<sup>th</sup>.

3. The following overall rating system shall be used:

<u>Rating</u>	<u>Points</u>
Exceeds expectations	18 – 21
Meets expectations	08 – 17
Does not meet expectations	0 – 07

4. No employee shall receive the overall rating of "Exceeds Expectations" if the employee is rated "Does not meet expectations" on any single performance criteria.

5. A departmental meeting will be held at the beginning of the appraisal year to review the criteria to be used in the rating system. This meeting is to review the criteria, clarify more precisely what is expected and discuss what would constitute "Exceeds expectations" on each criteria. This is also a good time to review the job description since "Job knowledge" is based upon fulfilling the job description.

- A) It is intended that all Sergeants receive training that will provide them with a complete understanding of the system, the purposes, the criteria and the rating scheme and practice in applying the skills of evaluation and communication.
- B) In addition, employees (both existing and future) shall be oriented to the system.

6. A mid-year review will be conducted to assess each employee's progress for the first six (6) months against the criteria used in the rating instrument. (See Appendix)

- A) All Sergeants will individually appraise each patrol officer. The Sergeants will meet and discuss their appraisals and one Sergeant will assemble a single appraisal for each employee showing the distribution of rating for each criteria. The Sergeants need not calculate an overall score on the mid-year review. The intent is to focus on the specific area of performance.
- B) The Sergeant would meet with each patrol officer in a comfortable setting to discuss his/her appraisal, citing specific accomplishments and areas of strong performance as well as areas needing work.

- C) If the employee disagrees with the appraisal, he or she will have an opportunity to express that difference of opinion verbally at the meeting and in writing on the "comments" section of the form.
  - D) All parties, and the Chief of Police, are to sign and date the form.
7. An annual review will be conducted to appraise the employee's overall performance for the full year and to plan for any future professional development needs.
- A) All Sergeants will individually appraise each patrol officer. The Sergeants would meet to discuss their appraisals and come to a consensus on a composite appraisal. The Sergeants will calculate total points.
  - B) If they are unable to arrive at a consensus, the matter would be referred to the Chief of Police. He would decide on an overall appraisal after hearing the conflicting view of the Sergeants.
  - C) The Sergeants would once again meet with each patrol officer to discuss the appraisal. They will also discuss any professional development needs and sketch out a plan to meet those needs.
  - D) All parties, as well as the Chief of Police, are to sign and date the appraisal form.
8. The Town Manager will monitor the conduct of the performance appraisal process, insuring that the appraisals are done in a timely manner and that appraisers adhere to the system's guidelines.
9. The mid-year and annual appraisals will be reviewed by the Chief of Police to ensure consistency and proper use of criteria.
10. The performance appraisal system is designed for the following purposes only:
- A) To encourage high-level performance.
  - B) To clarify what is expected of each employee at the beginning of the appraisal process, periodically throughout the process, and at the completion of the process.
  - C) Provide direct, constructive feedback about the employee's performance, identifying strengths and areas needing improvement.
  - D) Encourage a dialogue between the Sergeants and patrol officers about the employee's performance.
  - E) The performance appraisals shall only be used for the above noted purposes and shall not be used for either discipline or discharge.

## **ARTICLE 42 - DURATION OF AGREEMENT**

### **Term**

**This agreement shall become effective July 1, 2025 and shall remain in effect until June 30, 2028, or until a new contract is agreed upon, and from year to year thereafter unless**

terminated or modified as hereinafter set forth, provided that any portion hereof which by law requires Town Meeting action shall not become effective until such action.

#### Termination or Modification

Should either party desire to modify or terminate this Agreement at the end of the period specified above, notice of such modification or termination must be sent to the other party by certified U.S. Mail. In no case may a termination or modification notice be sent less than thirty (30) days prior to the termination date herein agreed.

#### Validity

The invalidity of any provisions whether judicially declared or otherwise shall not affect the remaining portion of the Agreement.

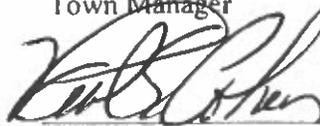
#### Stability of Agreement

No agreement, understanding, alteration or variation of this Agreement, shall bind the parties hereto unless made in writing and executed by the parties hereto.

The failure of the Union or the Town to insist in any one or more incidents, upon performance of any terms or conditions 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 conditions, and the obligations of the Union and the Town to future performance shall continue in full force and effect.

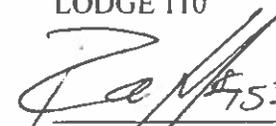
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the date written below and have duly executed this Agreement.

TOWN OF CHELMSFORD  
Town Manager

  
Paul E. Cohen

5-23-25  
Date

FRATERNAL ORDER OF POLICE  
LODGE 110

  
Riley O'Keefe

5/23/2025  
Date

