

**AGREEMENT BETWEEN
THE TOWN OF CHELMSFORD
AND
LOCAL 1839 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO
FY2014-FY2016**

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PREAMBLE

This Agreement, entered into by and between the Town of Chelmsford, Massachusetts, herein after referred to as "the Town" and Local 1839 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

The parties acknowledge that the Employer has and must retain complete authority over the supervision and administration of the department, which it exercises under law except as expressly, modified by a specific provision of this Agreement.

ARTICLE 1 – ENTIRE UNDERSTANDING

This Agreement incorporates the entire understanding of the parties in 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 of statute or rules and regulations.

ARTICLE 2 – RECOGNITION AND BARGAINING UNIT

In recognition of the fact that a majority of the employees in the Town Fire Department have chosen the Union as their collective bargaining representative as certified by the Commonwealth of Massachusetts Labor Relations Commission in Case No. MCR-607, the Town hereby recognizes the Union as the exclusive bargaining representative for all uniform permanent firefighters of the Chelmsford Fire Department, excluding the Chief, Deputy Chief, and all civilian employees.

ARTICLE 3 – PARTICIPATION IN UNION

- a. 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 way interfere with the right of any employee to become and remain a member of the Union.
- b. 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.
- c. 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 – NON-DISCRIMINATION

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

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 hereinafter set forth as Appendix A, the Town shall agree to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executed or has executed such a form and remit the aggregate amount to the Union along with the list of employees who have had said deductions made.

It is further agreed that non-Union members shall pay an agency fee equal to 90% of the amount of their Union membership dues and that each non-Union member shall execute the required form (a copy of which is attached hereto and marked "A".)

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 Fire 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 Fire Department. Nothing in this Agreement shall in any way diminish or derogate from the powers, duties, and responsibilities entrusted to the Fire Chief as set forth in Massachusetts G.L.C. 48, Section 42, provided that such rights of management shall not be exercised in violation of other sections of the Agreement. The present rules, regulations and benefits currently in force shall remain in full force and effect unless and until changed by the Fire Chief.

ARTICLE 7 – RULES AND REGULATIONS

The Town and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees 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 effective and harmonious performance of the duties and responsibilities of the Fire 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/her immediate supervisor 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 the

Local Union President may, if time permits, be advised of the existence of such matter of personal concern and with the approval of the employee, will be given an opportunity to be present, as an observer, during discussions between the employee and his/her supervisor to resolve the problem. All other problems, defined as grievances, shall be processed in accordance with the following procedures:

a. **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 a specific provision of this Agreement.

b. **Grievance Steps:**

Step 1 - The grievance shall be presented in writing to the Fire Chief 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) Nature of the grievance and the contract provision involved
- (c) Steps taken to resolve the grievance informally
- (d) Requested remedy
- (e) Signature of the employee or employees involved

The Fire Chief shall give his answer in writing within *twenty (20)* days of receipt of the grievance.

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

c. **Arbitration:** If the grievance is not resolved by the answer of the Town Manager as provided above, either party may, within *twenty (20)* days after such answer – upon written 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 involves 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 terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Town except those specifically

and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at this decision solely upon the facts, evidence and contents as presented by the parties during the arbitration proceedings. In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language of a specific provision of this Agreement and the evidence of past practice, except as modified by contract, past or present

policy and oral statements made during negotiations or any time by either party shall be inadmissible to prove the meaning of express language and shall not be considered by the arbitrator.

- d. Any disciplinary action or measure imposed upon an employee may be processed as a grievance by the employee. If the employee is reprimanded it shall be done in a manner that will not embarrass the employee before other employees or in public.
- e. In the event of arbitration, the decision of the arbitrator shall be final and binding upon the parties hereto, however, no money shall be obligated or paid pursuant to an arbitration decision until appropriated by Town Meeting.
- f. The expenses of the arbitrator's services and the proceedings shall be borne equally by the parties. If either party desired a verbatim record of the proceedings, it may cause such a record to be made, and make copies available to 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.
- g. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within a 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

Seniority shall be considered as the length of an employee's continuous service within the Fire 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 Fire Chief shall establish a seniority list, which shall be brought up to date on or before May 1 of each year. Said list shall be posted at the Central Fire Station for a minimum period of thirty (30) days.

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 and regulations of the Civil Service Commission.

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.

July 1, 2015 – June 30, 2016
2% Increase over FY2015

Captains		\$73,457.63
	Privates	
<i>Base</i>		\$39,955.02
<i>Starting 2nd Year</i>		\$43,264.97
<i>Starting 3rd Year</i>		\$46,576.02
<i>Starting 4th Year</i>		\$49,885.97
<i>Starting 5th Year</i>		\$53,195.93
<i>Starting 6th Year</i>		\$56,451.95 (2%)

Payroll is processed bi-weekly.

All arithmetic associated with the calculation of salary levels are subject to verification by Town and Union.

ARTICLE 14 – OVERTIME

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 contract year (or credited to them) will be maintained by the Fire Chief or his 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 in existence at the time said overtime is earned. Overtime will be charged against the firefighter working it including fire alarm special duty and mechanical duty.

All work except that performed at fires or other emergencies shall be included.

Once a firefighter completes his/her first six (6) months of continuous full time work, he/she shall be entitled to work overtime.

ARTICLE 15 – HOURS OF WORK

The regular average workweek for the bargaining unit shall be forty-two (42) hours. All hours worked in excess of the forty-two (42) hour average workweek will be compensated at one and one-half (1 ½) times the employee's hourly rate of pay.

The work schedule shall be one 24 hour day on, two 24-hour days off, one 24-hour day on, followed by four 24 hour days off. A 24 hour shift shall consist of a 10 hour day and a 14 hour night.

Employees shall not work more than 48 consecutive hours. (Amended 7/1/13)

ARTICLE 16 – CALL IN/HOLDOVER PAY

Employees not on duty who are recalled to work outside their regularly scheduled shift of duty shall be entitled to time and one-half their rate of pay for a minimum of three (3) hours pay on such recall, providing, however, that such recall to duty rate shall not carry over into an employee's regularly scheduled shift of duty.

Employees held over after their regularly scheduled shift of duty has been completed shall be entitled to not less than one (1) hour at the applicable overtime rate.

ARTICLE 17 – HEALTH AND SAFETY

- a. 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.
- b. A committee of not more than three (3) Union members within the bargaining unit, shall meet regularly with the Fire 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 matters shall be discussed at these meetings which will in any way alter the terms and conditions of this Agreement.

ARTICLE 18 – HEALTH AND WELFARE AND CREDIT UNION

Subject to and without waiving its statutory and contractual rights, Local 1839 agrees with the Town to work through the Insurance Advisory Committee to develop an improved and effective health insurance plan.

The Town will continue its policy of deductions for loan payments and submit said amount to the Lowell Firefighters Credit Union.

ARTICLE 19 – WORK CLOTHES AND EQUIPMENT

- a. All bargaining unit members shall be entitled to full allotment of clothing allowance as provided within this Agreement for that year, unless hired after January 1st of a fiscal year in which case they shall receive a prorated amount of 1/12th the allowance times the number of months remaining in the fiscal year. The following allowance shall be provided to members: \$800.00. The clothing allowance will not be used by the Town to purchase initial uniforms for new hires.
- b. All protective clothing or equipment now or hereafter required by any state, Federal laws and regulations, including without limitations: helmets, bunker coats, face masks, night hitches, boots, suspenders, rubber gloves, cowhide gloves, dress hats, badges, helmet shields, and eye shields shall be furnished to each employee and maintained, repaired or replaced by the Town solely at the Town's expense; but no clothing or equipment shall be issued to any employee except upon the return of the same clothing or equipment previously issued, or show why such return is impossible. All protective clothing and equipment being replaced must be comparable to or better than what the employee had been using.

- c. The Town shall replace or repair at its sole cost and expense, but not more than \$350, personal items such as eyeglasses, contact lenses, watches and other personal items of a substantially similar nature which have been damaged beyond reasonable use or destroyed in the line of duty. No clothing or equipment shall be issued to any employee except upon the return of the same clothing or equipment or show why such return is impossible.
- d. The town agrees to form a Committee for the purpose of finding uniforms of good quality and reasonable prices. This Committee will consist of one (1) Union designated representative, the Fire Chief and one (1) member appointed by the Town Manager. Each bargaining unit employee shall have the right to order clothing whenever he is in need of clothing.
- d. The Town will make a provision for regular cleaning of turnout gear.
- e. *(Delete in entirety 7/1/13) Employees in the bargaining unit as of July 1 of the current contract year shall be entitled to an annual cleaning allowance of \$200.00 payable on or before June 30th of each fiscal year.*

ARTICLE 20 – VACATION

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 taken as 10-hour day or 14-hour night shift at the discretion of the firefighter. Vacation leave will be posted on anniversary date of hire as follows:

- 8 hours per month from date of hire to completion of 5 years (two (2) weeks per year).
- 12 hours per month from start of six (6) years (three (3) weeks per year).
- 16 hours per month from start of eleven (11) years (four (4) weeks per year).
- 20 hours per month from start of twenty-one (21) years (five (5) weeks per year).

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

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

Employees reaching their 5th, 10th, 15th and 20th year anniversary will receive a one time forty-eight (48) hours vacation leave at the end or upon completion of these anniversary years.

In computing the length of one-week vacation, the formula used will be as follows:
one week of vacation will be equivalent to forty-eight (48) hours. Vacation entitlement and scheduling shall remain as provided in the past.

Vacations must be taken in the year in which they are due and shall not accumulate from year to year. Up to six (6) hours of unused vacation time shall be paid to firefighters and captains at time and one-half instead of the present policy of replacing the firefighter, but only at the request of said captain or firefighter. A vacation request shall be posted in the department on or before April 1 of each year. Each employee entitled to 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 fire department. Vacation choices shall be granted on the basis of seniority and where necessary, conflict 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 Massachusetts G.L.C. 44, Section 65.

ARTICLE 21 – PERSONAL LEAVE

All bargaining unit members shall be entitled to three (3) shifts of personal leave per fiscal year.

Personal leave shifts shall not be deducted from any already established leave; provided, however, that not more than two (2) firefighters on any unit use such personal leave on the same shift. Personal leave not used in a calendar year shall convert to sick time if not used.

ARTICLE 22 – TEMPORARY SERVICE OUT OF RANK

Any employee covered by this Agreement who is required by assignment to serve temporarily in a higher rank shall receive pay of such higher rank from the time he/she assumes such rank pursuant to such order, until he/she is relieved of such responsibility.

ARTICLE 23 – CIVIL SERVICE

All employees covered by this Agreement shall retain their Civil Service rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

ARTICLE 24 – 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	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	

Holiday pay shall be computed as twelve (12) hours multiplied by the employee's current base hourly pay for each contractual holiday and shall be paid semi-annually in a lump sum equal to one-half (1/2) of all contract holidays during the first pay period in December and June.

ARTICLE 25 – UNION BUSINESS

Three members of Local 1839 who are appointed as said Local's bargaining team shall be allowed time off for collective bargaining negotiations with the Town Manager without loss of pay or benefits and without the requirement to make up said loss of time, subject to prior approval of the Chief of the Fire Department.

The Town agrees that Union officers who wish to swap shifts with other firefighters in order to absent themselves from the Department to conduct Union business shall be allowed to do so upon notice given to the Fire 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.

The Union president or an officer as designated by the Union, upon reasonable notice to the Chief, shall be allowed cumulatively to be absent from the department for up to *twelve (12)* scheduled shifts of duty per year, without loss of pay or benefits, for the purposes of conducting Union business.

ARTICLE 26 – RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS

The Union and Town agree that differences between the parties shall be settled by peaceful means as provided within the 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 refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement.

Recognizing that the foregoing is stated public policy of the Commonwealth, it is understood and specifically agreed that any employee who engaged in such activity shall be suspended or terminated at the option of the Chief. The suspension or termination shall not be the subject of arbitration.

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 with the Court for an injunction and seek any other appropriate legal remedies.

ARTICLE 27 – BULLETIN BOARDS AND EQUIPMENT

The Town shall provide bulletin boards not smaller than 30" by 40" with space for Union notices concerning Union business and activities in the Fire Station. Parties to the 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.

The Town shall repair or replace all appliances, air conditioners, drapes, box springs and mattresses in the Town's fire stations, which need said repair or replacement, in order to provide adequate living conditions for the firefighter of Chelmsford. The cost for this shall not exceed one thousand dollars (\$1,000.00) per contract year.

ARTICLE 28 – SICK LEAVE

Section 1. Sick Leave Accrual

- A. For employees hired prior to July 1, 1992 who have one hundred and forty (140) or fewer sick leave shifts accrued to their individual credit as of December 31, 1997: such employees shall continue to accrue fifteen (15) sick leave shifts annually, at the accrual rate of one and one-quarter ($1 \frac{1}{4}$) sick leave shifts per month; however, the maximum year-to-year carry-over of accumulated unused sick leave shifts for such employees shall be capped at one-hundred and forty (140):
- B. For employees hired prior to July 1, 1992 who have more than one hundred and forty (140) sick leave shifts accrued to their individual credit as of December 31, 1997: such employees shall continue to accrue fifteen (15) sick leave shifts annually, at the accrual rate of one and one-quarter ($1 \frac{1}{4}$) sick leave shifts per month; however, the maximum year-to-year carry-over of accumulated, unused sick leave shifts for each such employee shall be capped at the number accumulated by and accrued to each such employee's record as of December 31, 1997:
- C. For all employees covered by Section 1 (A) and Section 1(B) of this Article who have reached their respective December 31, 1997 cap on year-to-year accumulation of unused sick leave shifts and who, pursuant to Sections 1(A) and 1 (B), in ensuing twelve (12) month calendar year segments continue to accrue sick leave shift credits at the monthly rate as established by Sections 1(A) and 1(B), such continuing monthly accrual of sick leave shift credits can be used by the employee for paid sick leave during each such twelve (12) month calendar year segment; provided, however, that at the end of each such twelve (12) month calendar year segment, the continuing accrued sick leave shift credits above the applicable year-to-year unused sick leave accumulation cap as provided in Sections 1(A) and 1 (B) shall become void and shall not be added to such capped amount; and further provided that if an employee in a given twelve (12) month calendar year segment uses sick leave credits in an amount reducing his/her total accumulation of unused sick leave at the end of a given twelve (12) month calendar year segment below the applicable year-to-year accumulation cap as provided in Sections 1(A) and 1(B), then the continuing accrued sick leave shift credits occurring during such twelve (12) month calendar year segment which remain unused at the end of a given calendar segment shall be added to such employee's year-to-year accumulation total of unused sick leave shift credits until the employee regains the cap on such year-to-year accumulation as provided in Sections 1(A) and 1 (B) of this Article.
- D. For employees hired after July 1, 1992: each employee shall earn and accrue fifteen (15) shifts of sick leave per year ($1 \frac{1}{4}$ shifts per month). Unused sick leave shifts per year may be accumulated from year-to-year up to a maximum of one hundred and thirty-five (135) shifts.
- E. Sick leave will be taken as a 10-hour day or 14-hour night shift at the discretion of the firefighter.

Section 2. Sick Leave Buy-Back (Employees as of 7/1/92)

Employees hired after July 1, 1992 shall not be eligible for sick time buy-back.

Employees shall have their accumulated sick time frozen at the accumulated time and dollar value of January 1, 1992 or September 1, 1992, whichever is greater. This time and dollar amount will be bought back at the employee's retirement or death. Retirement shall be defined in accordance with MGL Chapter 31. Accumulated sick time for buy-back purposes shall not exceed one hundred thirty five (135) shifts.

Employees may continue to accumulate sick shifts beyond the total amount frozen but shall not have these shifts bought back.

Employees may use sick shifts from the frozen buy-back accumulation and will have dollar value of buy-back reduced in accordance with their daily rate. Employees utilizing sick shifts from the frozen buy-back may earn sick time back up to their frozen buy-back accumulation. In no event shall employees be entitled to receive more in time or adjusted value than that which exists and is frozen as of January 1, 1992 or September 1, 1992. A sick shift shall be defined as twelve (12) hours.

The dollar value of accumulated sick time that is available for buy-back shall be adjusted each fiscal year by salary increases negotiated and agreed to by the parties. An employee may request from the Town Accountant on an individual basis, a statement containing the amount and value of accumulated sick time that is available for buy back by the employee.

The Town agrees that it does not intend to seek in bargaining successor agreements to diminish the value of the benefit provided in Section 2 of Article 28.

Section 3. Limited Sick Leave Bonus

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

0 shifts	3 shifts compensation
1 shift	2 shifts compensation
2 shifts	1 shift compensation
3+shifts	0 compensation

ARTICLE 29 – 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 four (4) shifts in the event of the death of the employee's spouse, children, and parents. Leave as provided herein shall be defined as *four* shifts in succession and no longer than the shift after the funeral.
- b. All full-time, permanent employees covered by this contract shall be entitled to leave without loss of pay not to exceed two (2) shifts in the event of the death of the employee's grandparents,

grandchildren, parents-in-law and siblings. Leave as provided herein shall be defined as *two* shifts in succession and no longer than the shift after the funeral.

- 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 *two (2)* shift 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. Further, said full-time permanent employee shall not be required to work the night shift on the day of the funeral or the day after the funeral as set forth in paragraph a and b above.
- f. The Fire Chief may extend the maximum period of bereavement and funeral leave without loss of pay in exceptional circumstances.

ARTICLE 30 – LONGEVITY

Longevity payments shall be provided to each regular full-time employee covered by this contract as set forth below:

After 10 years	\$ 2,050.00 per year
After 15 years	\$ 2,800.00 per year.
After 20 years	\$ 3,550.00 per year
25+ years	\$ 4,300.00 per year

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 County Retirement Board. Paid bi-weekly.

ARTICLE 31 – EDUCATIONAL INCENTIVES

Employees who earn credits from an accredited college toward a degree in Fire Science subjects or other job related courses approved by the Chief shall receive an extra stipend to the following percentages of base wages:

Associates Degree in Fire Science	5%
Bachelors Degree in Fire Science	10%
Masters Degree in Fire Science	12.5%

Employees who have earned nine (9) credits or more shall be entitled to twenty dollars (\$20.00) per credit, but in no event shall they receive more than eight hundred dollars (\$800.00) per year. These payments shall be made in the first payday in September.

Any full-time, permanent member of the Fire Department who has earned and received a Massachusetts OEMS EMT certification and has it still in effect on July 1st of the current contract year shall be paid a stipend equal to 6% of the firefighter's top step annual base wage per year. These payments shall be made in the first payday in September.

Firefighters attending Emergency Medical Training (EMT) courses while off duty for the purpose of continuing education credits shall be paid at a rate of time and one-half upon successful completion of said courses, with a maximum of 28 hours per year. Payment will be made for EMT credit hours only.

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. Notwithstanding the foregoing, when a unit employee is unable due to sickness, injury or injury on duty, to attend and/or complete a given periodically required emergency medical technician re-certification program and, therefore, loses his/her emergency medical technician certification, then the Town shall pay for another basic state-approved Emergency Medical Technician Training Program for such employee so that such employee can regain his/her certification.

ARTICLE 32 – PRIVATE DETAILS

1. Firefighters assigned to extra duty details shall be paid at time and one-half of the Captain's hourly wage.
2. All details shall be paid a minimum of four (4) hours with a minimum of eight (8) hours after the four (4) hours, and time and one-half the detail rate after eight (8) hours. Details on Saturday, Sunday and Holidays will be paid at time and one-half the detail rate.
3. Details between the hours of 6:00 P.M. and 6:00 A.M. shall be paid at a time and one-half the detail rate.

ARTICLE 33 – 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 longevity, educational increments or other extra stipends.

ARTICLE 34 – DEATH BENEFITS

The parties agree that the Death Benefit provided for the heirs of each firefighter shall be \$10,000.

ARTICLE 35 – DURATION OF AGREEMENT TERM

This Agreement shall become effective *July 1, 2013*, and shall remain in full force and effect until *June 30, 2016* 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 thereof 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. 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 of the Union to future performance of any such terms and conditions and obligation of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE 36 – REPLACEMENT ITEMS AND CLOTHING ALLOWANCE

The Chief of the Fire Department shall administrate the provisions of Article 19 relating to work clothes and equipment and Article 27 regarding the repair and replacement of items in the fire stations and the Fire Chief shall determine if replacement or repair is warranted.

In the event that the Union of the affected individual disagrees with the Chief's determination, a panel consisting of the Fire Chief, a Union representative, and a member appointed by the Town Manager shall be empowered to confirm, deny or alter the Chief's decision. The decision of the panel shall be final and not subject to the employee grievance procedures as provided herein.

ARTICLE 37 – CIVILIAN DISPATCHERS

The Town reserves the right to employ civilian dispatchers to handle all Fire Department telephone communications and fire calls, and such related duties as record keeping and

- a. paperwork associated with such communication and calls, and telephone and desk watch functions. The Town agrees that thirty (30) day notice will be given to the Union prior to the employment of such civilian dispatchers. The Union agrees that if such civilian dispatchers are employed, experienced bargaining unit employees will work with the civilian dispatchers toward proper and professional training.
- b. The Town agrees that the employment and use of such civilian dispatchers shall not be the cause of any reduction in the present complement of bargaining unit employees.
- c. In the event that the Town does employ such civilian dispatchers, on-duty bargaining unit employees shall not be assigned to perform any of the functions set forth in Paragraph "a" of this Article so that the assignment of any such functions can only be made to off duty bargaining unit employees on an overtime basis.
- d. In the event of a reduction in force, the Town agrees to terminate all civilian dispatchers before any bargaining unit employees are terminated.
- e. If the Town does not employ civilian dispatchers, the period of time during which any bargaining unit employee is assigned to switchboard and related duties shall not exceed six (6) months per bidding year as defined in Article 38 of this Agreement.

ARTICLE 38 – STATION BIDDING

- a. Bids shall be allowed for seven (7) regular work positions per unit as follows: two (2) at Engine 2; two (2) at Engine 3; two (2) at Engine 4; and one (1) at Engine 5.
- b. Bidding of positions shall take place during the first ten (10) days of March, and during the first ten (10) days of September, of each year and assignments corresponding to the results of the bidding shall take place April 1 and October 1 of each year.
- c. In the event that a permanent opening becomes available for bidding in an interim period, the bidding process for that unit shall take place within thirty (30) days of the occurrence of such opening and assignments shall be changed to correspond to the results of such bidding within thirty (30) days of the occurrence of such opening.
- d. In the event a station is closed, bidding by seniority will be reopened within thirty (30) days of the occurrence of such closing, and assignments shall be changed to correspond to the results of such bidding within thirty (30) days of the occurrence of such re-bidding.
- e. If a new position manning any fire apparatus is added to the bargaining unit, a new bid will be allowed at Engine 5, making a total of two (2) bids for that Engine.
- f. Bidding shall be by Chelmsford Fire Department seniority within each unit. Each employee shall be assigned a week day to tender his/her bid to the Chief, in the Chief's office, before 4:00 P.M. The bidding employee shall be allowed to examine all bids entered before his/hers.

- g. The bidding process shall continue until either all openings specified by this Agreement are filled or all employees have been given an opportunity to bid.
- h. The Chief may veto any position bid for just and sufficient cause. Such veto shall be subject to the grievance and arbitration provisions of Article 8 of this Agreement.
- i. Any positions remaining unfilled after full implementation of the bidding process shall be assigned by the Chief.
- j. This article shall not be construed to allow bidding across units. An employee's right to bid shall be limited to the right to transfer to any of the stations within the Chelmsford Fire Department during the bidding schedule described in section "b"; provided, however, that should an employee who possesses a bid leave the Department or secure a promotion to a higher rank, the employee with the most Department-wide seniority who does not have a bid shall receive such bid regardless of the unit of such employee. If such employee with the most Department-wide seniority does not want the bid, then the employee with the next greatest Department-wide seniority may have the bid.

ARTICLE 39 – MILITARY LEAVE

Employees who are assigned to military activity to meet the minimum requirements of their commitment shall be entitled to receive additional monies from the Town so that they will not suffer any loss from their weekly compensation as provided by this Agreement. In a like manner, no employee shall be unjustly enriched by implementation of this article. Official documents shall be submitted to the Chief to verify monies paid by the Department of Defense.

ARTICLE 40 – FIRE PREVENTION AND FIRE TRAINING DIVISION OFFICERS

Fire Department Officers assigned to the Fire Prevention or to Fire Training Division may request to work four (4) ten (10) hour days at the sole discretion of the Fire Chief. *Fire Prevention or Fire Training Division* personnel required to work on observed holidays shall receive compensation of 1.5 times their normal rate of pay. *Fire Prevention or Fire Training Division* personnel can only be required to work on observed holidays (Article 24) if town Hall is open with the normal complement of workers. Personnel assigned to *Fire Prevention or Fire Training* shall receive a 6% adjustment in the regular wage rate during such assignment. (*Amended 7/1/13*)

ARTICLE 41 – RECRUIT TRAINING

The parties agree to amend the contract by adding a new Article entitled, "Recruit Training" which will read as follows:

All employees hired after July 1, 1998 shall attend and successfully complete one recruit-training program at the Massachusetts Fire Training Academy as a condition of employment. Attendance at the Academy shall be within the employee's first year of employment with the Chelmsford Fire Department, or as soon thereafter as scheduling permits. The Town shall be responsible for arranging the scheduling. Employees attending such recruit training program shall receive their compensation as provided by this Agreement. Employees attending such recruit training program

shall receive \$15.00 per day for meals and shall be reimbursed for mileage at the rate established from time to time by the Internal Revenue Service, with such mileage measured to and from the Central Fire Station, or use a staff vehicle for transportation at the Chief's discretion.

Recruits shall receive compensation for travel time to and from the Fire Academy provided however, that such time shall be limited to no more than one (1) hour per day.

ARTICLE 42 – GENDER CLAUSE

Whenever reference is made to any gender or the neuter, same shall be deemed to apply to all genders and the neuter, unless the context or biological unfeasibility clearly requires a contract interpretation.

ARTICLE 43 – ANNUAL PHYSICAL AND BLOOD TESTING

Firefighters 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.

A firefighter 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 firefighter's previous annual physical examination shall undergo a physical to be performed by a physician in the Town's occupational health program within ninety (90) days.

ARTICLE 44 – DRUG AND ALCOHOL TESTING

i. Introduction

The purpose of this Article is to establish the fact that the Town of Chelmsford and its firefighters 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.

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

All firefighters will be provided information regarding available drug counseling, rehabilitation and/or employee assistance programs for substance abuse. In addition, firefighters 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.

A firefighter 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 within a period of fifteen years from the first/previous offense, a firefighter shall be subject to disciplinary action up to and including dismissal. Probationary firefighters may be subject to dismissal for any first offense during their probationary period. This Article shall not apply to any firefighter indicted for a felony.

II. Testing

The following tests shall be conducted by the Town:

1. Random Testing.

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

2. Reasonable Suspicion

A firefighter shall be tested when a supervisor observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the firefighter 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. A firefighter is deemed impaired or incapable of performing assigned duties.
2. A firefighter is experiencing excessive vehicle or equipment accidents.
3. A firefighter is exhibiting behavior inconsistent with previous performance.
4. A firefighter is exhibiting irritability, mood swings, nervousness, hyperactivity, or hallucinations.
5. A firefighter 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.

III. Conducting Tests

1. 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.

2. 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 enzyme multiplied immunoassay technique (EMIT) or radioimmunoassay (RIA). If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug by gas chromatography/mass spectrometer (GC/MS). Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

3. 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.

IV. Return to Duty and Follow-Up

A firefighter 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 a firefighter returns to duty. A firefighter who has violated the prohibited alcohol standard shall only undergo follow-up tests for alcohol. A firefighter who has violated the prohibited drug standards shall only undergo follow-up tests for drug use.

If the firefighter 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 firefighter will be return to the random testing group of firefighters.

V. General Testing Procedure

1. 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 (i.e. the fire chief, town manager, and human resources director) will be told of the test sampling and test results.

The supervisory employee requiring the test sampling and testing will inform the firefighter in writing why the test sampling is being required and escort the firefighter 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 firefighter 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 firefighter on a first offense agrees to enter an alcohol or chemical dependency rehabilitation program, the firefighter will be placed on sick leave status. He/she may use accumulated sick leave, compensatory time, vacation time, and personal days. If the firefighter 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 firefighter, are medical records and shall be accorded the same degree of confidentiality as any other firefighter medical record.

2. 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 (i.e. fire chief, town manager, and human resources director) will be told of the test sampling and test results.

The supervisory employee requiring the test sampling and testing will inform the firefighter in writing why the test sampling is being required and escort the firefighter 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 Fire Chief or his designee as provided below.

The firefighter 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 firefighter. The written report and any other evidence which may be relevant will be reviewed by the Fire Chief or his designee.

The Fire Chief or his designee will review the evidence brought against the suspected firefighter evidencing reasonable suspicion.

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

If the firefighter fails to meet the time frame listed above, the right to have the test sampling and testing decision reviewed by the Fire Chief or his designee will be forfeited. If the firefighter 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 firefighter 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 firefighter, he/she shall continue in a paid leave status until a decision has been reached by the Fire Chief. If the firefighter on a first offense agrees to enter an alcohol or chemical dependency rehabilitation program, the firefighter will be placed on sick leave status. He/she may use accumulated sick leave, compensatory time, vacation time, and personal days. If the firefighter exhausts his/her accumulated time, he/she will be placed in an unpaid leave status. If the firefighter fails to file a timely appeal of the order to submit to test sampling, or the Fire Chief or his designee finds there was reasonable suspicion for testing the firefighter, the firefighter 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 firefighter, are medical records and shall be accorded the same degree of confidentiality as any other firefighter medical record.

VI. 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 firefighter is still participating in a rehabilitation program but is unable to return to his/her employment, the firefighter 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 firefighter 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 firefighter's inability to safely perform the essential functions of his/her position.

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

The firefighter 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 firefighter will not be permitted to return to work unless the rehabilitation clinic or facility and the Town Physician have given the firefighter a written statement that the employee may return to work without any restriction.

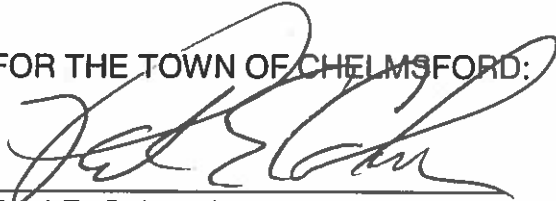
A firefighter may at any time come forward prior to a supervisory order to submit to drug and/or alcohol test sampling to request a leave of absence to enter an alcohol or drug dependency rehabilitation clinic or facility on an in-patient or out-patient basis. The firefighter may take a leave of absence 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.

VII. Union Representation

A firefighter 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 firefighter aggrieved of this Article may appeal the decision of the Town pursuant to the grievance and arbitration procedure set forth in Article 8.

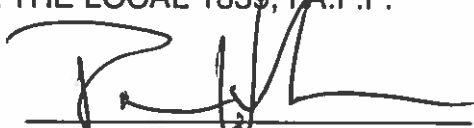
Dated this 18th day of JUNE, 2013 at Chelmsford, Massachusetts.

FOR THE TOWN OF CHELMSFORD:



Paul E. Cohen, Town Manager

FOR THE LOCAL 1839, I.A.F.F.



Ryan Houle, Union President

