

AGREEMENT

BETWEEN

CITY OF CHICOPEE
(CHICOPEE MUNICIPAL LABORERS)

AND

UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 1459

JULY 1, 2017-JUNE 30, 2019

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AGREEMENT

This Agreement made between the City of Chicopee, hereinafter referred to as the Employer, and the United Food and Commercial Workers Union, Local 1459 chartered by the United Food and Commercial Workers International Union, CLC, and its successors and or assigns, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement, and to set forth herein the basic agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto. All conditions of employment not specifically covered by the terms of this Agreement shall remain in effect in the same manner as existed prior to this Agreement. Provided, however, that in any instance where a binding past practice is alleged by the Union, such practice shall not be interpreted so as to conflict with the express terms of this Agreement.

ARTICLE 1 - RECOGNITION

Section 1. The Union agrees that it shall act as the exclusive bargaining agent for all Employees covered by this Agreement and shall act, represent and negotiate Agreements and bargain collectively for all Employees within the Bargaining Unit, and shall be responsible for representing the interests of such Employees.

Section 2. The Employer agrees that no Employee shall represent another relative to wages, hours, and other conditions of employment without prior notice and presence of Union officials at such meeting. This does not, however, deprive any Employee of his/her personal right to act on his/her own behalf.

Section 3. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement. A temporary Employee who, in the service with the Employer, is in excess of the probationary period (six (6) months) will derive the full benefits provided by the terms of this Agreement. It is the intent of the parties that the hiring of temporary Employees will not be used to circumvent the requirements and benefits of the Contract.

ARTICLE 2 - DEFINITIONS

Section 1. The term "Union" shall mean the United Food and Commercial Workers Union, Local 1459.

Section 2. The term "Department" will be construed as meaning the division of the City Government identified as such in the Municipal Charter and Ordinances.

Section 3. The term "Employer" shall mean the City of Chicopee, a municipal Employer.

ARTICLE 3 – UNION MEMBERSHIP

Section 1. A. All Employees who are or become members of the Union in good standing during the life of this Agreement shall, as a condition of continued employment with the City, remain members of the Union in good standing by the payment of periodic Union dues uniformly required by the Union of all its members.

B. All future full-time and part-time Employees after sixty (60) calendar days of employment shall be subject to conditions of this Agreement.

Section 2. Membership in the Union is separate, apart and distinct from the assumption by an Employee of his obligation to the extent that he receives equal benefits. The Union is required to represent all Employees in the Bargaining Unit fairly and equally without regard to whether an Employee is a member of the Union. Accordingly, it is fair that each Employee in the Bargaining Unit pay dues or an agency fee to be determined by the Union. The Union shall indemnify and save the Employer harmless from any form of liability or damages that may arise out of complying with any of the provisions of this Article.

Section 3. Permanent and Provisional Employees must join the Union or pay an agency fee after sixty (60) calendar days of employment. Accordingly, such permanent and provisional Employees will be eligible for the grievance provisions of this Collective Bargaining Agreement with the exception of recourse to the grievance procedure for discharge or termination of employment until they have fully completed their probationary period, six (6) months. They shall be covered by all other provisions of this Agreement.

Employees classified as "temporary, emergency, or seasonal"¹¹ shall not be covered by the conditions of this Agreement, unless they work beyond six (6) months. In the event they work beyond six (6) months, they must complete another six (6) month probationary period and they shall be covered by the conditions of this Agreement which will not be retroactive to their first day of employment except for longevity and retirement benefits, provided that "temporary, emergency, or seasonal" employees hired prior to September 1, 2000, shall also be eligible for sick leave and vacation.

Section 4. Employees classified as "temporary, emergency, or seasonal" and hired prior to September 1, 2000, shall not be subject to the conditions of this Agreement, unless they work beyond six (6) months. In the event they work beyond six (6) months, they shall be covered by the conditions of this Agreement retroactive to their first day of employment, however, they shall not be eligible for health insurance and holidays retroactively.

Employees hired after September 1, 2000, who are classified as "temporary, emergency, or seasonal" shall not be subject to the conditions of this Agreement unless they work beyond six (6) months. In the event they work beyond six (6) months, they shall be covered by the conditions of this Agreement retroactive to their first day of employment, however, they shall not have accrued any retroactive sick leave, holidays, health insurance, or vacations during the first six (6) months of employment.

Section 5. A permanent vacancy which occurs in a job classification covered by this Agreement will be posted within 30 calendar days after the hiring of a temporary, seasonal, or emergency employee for said position, provided that in the event the Employer proposes a change (s) in the job description in said position, the Employer will submit said new job description to the Union within 30 calendar days after the hiring of a temporary, seasonal, emergency or out of rank employee for said permanent vacant position and said posting will not be required to be made until 30 calendar days after the Employer and the Union mutually agree upon the job description for said position.

ARTICLE - 4 NONDISCRIMINATION

The Employer shall not discharge or discriminate against any person with respect to promotion, assignment or any other matter because of race, creed, color, sex, military/Veteran status, sexual orientation, disability, national origin, religions, gender identity, or age. All persons covered by the terms of this Agreement shall receive fair and equal protection thereunder.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section I. Any grievance or dispute which may arise concerning the application or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

A. A "grievance" or "dispute" and arising from a complaint by an Employee or Employees or the Union Procedure covered by this Agreement, relating to the meaning, interpretation or application of any of the express terms and provisions of this Agreement.

B. Any grievance or dispute which may arise between the parties concerning the application or interpretation of the express terms of this Agreement shall be settled in the following manner:

Step 1. Any aggrieved Employee shall present his/her grievance orally to the Employee's Department Head who shall attempt to adjust the grievance informally. An Employee may be accompanied by a Union Representative. The grievance must be presented within twenty (20) calendar days of the occurrence or within twenty (20) calendar days of or knowledge of the occurrence of the event giving rise to the grievance.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing to the Appointing Authority within ten (10) calendar days from the date of presentation at the Step 1 level. The written grievance will state clearly the act or acts complained of: the provisions of the Agreement that are allegedly violated, when the problem occurred and the remedy sought. The grievance must also include the date of the oral grievance at Step 1. If the grievance is not settled at this step within ten (10) calendar days of presentation at this level, the grievance may be presented at Step 3.

Step 3. A Step 3 grievance is presented to the Mayor for consideration by the Mayor or his/her designee. The Mayor, or his/her designee, shall have fifteen (15) calendar days to respond. If the grievance is not settled at the Step 3 Level, the Union may submit the grievance to arbitration (Step 4).

Step 4. Such submission to arbitration must be within forty-five (45) days of the presentation of the grievance to the Mayor at the previous step. Written notice of said submission must be given to the Mayor. Prior to going to formal arbitration the parties may seek grievance mediation through Massachusetts Department of Labor Relations.

Steps 1, 2 and/or 3 may be skipped by written mutual consent of the City and Union.

C.1. The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

2. Upon such timely request, the arbitration shall proceed as follows: The request shall be made to the American Arbitration Association. The Employer and the Union shall choose a neutral Arbitrator. They shall select one (1) from a list to be submitted by the American Arbitration Association. The selection criteria to be used in connection with the selection of Arbitrators shall be consistent with that of the American Arbitration Association's process, wherein each party shall be provided with a list of nine (9) Arbitrators. Each party shall review the list and strike all unacceptable Arbitrators along with their noting their order of preference for acceptable Arbitrators. The review and selection of the first list shall be completed within seven (7) days from the mailing of the list. In the event that no acceptable Arbitrators were selected from the first list, then a request shall be made from a second list of an additional nine (9) arbitrators. The same process shall apply to the second list as the first list. In the event that no acceptable Arbitrators are chosen from the second list, then a request shall be made for a third and final list of three (3) additional Arbitrators. Each party may strike only one (1) name from the final list, and shall indicate its order of preference for the remaining two (2). In the event that no selection has resulted at that point in time, then the Arbitrator shall be appointed on the basis of the alphabetized order of the remaining two (2) names.

3. The Arbitrator shall have no authority to add to, subtract from, change, amend, modify, alter or disregard any of the terms or provisions of this Agreement or authority or power to award back pay or other settlement to be retroactive beyond the date on which the event forming the basis of the grievance occurred. The award of the Arbitrator on any grievance properly submitted to him/her hereunder, if within the scope of his/her authority and power, shall be final and binding upon the Employer, the Employee and the Union.

D. Written submission of grievances at Step 2 shall be in not less than triplicate, on forms to be provided by the Employer, and shall be signed by the Employee or his/her Union Representative filing the grievance. If a grievance is adjusted at any Step of the grievance procedure, the adjustment shall be noted on the grievance form. At any Step

of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union Representative then handling the grievance, and shall be referred to the next Step in the grievance procedure as provided here.in.

E. A grievance not filed or processed within any of the time limits or in accordance with any of the conditions prescribed at Steps one through three, inclusive, shall be deemed waived for all purposes. Grievances not answered by the Employer within the time limits prescribed shall automatically proceed to the next Step of the procedure. Time limits as specified, may be changed by mutual agreement of the parties, in writing.

F. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder. This Section shall have no impact on grievances that are currently pending.

G. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator¹'s award shall be in writing within thirty (30) days of the hearing and shall set forth his/her findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or ordinance. It is clearly understood that the Arbitrator may not contradict or modify the terms of this Agreement or render a decision which is in conflict with the express provisions of this Agreement or any ordinance or law, rules or regulations of the Civil Service Commission or of any Retirement Board established by law, that are in effect at this time of ratification or any subsequent continuation, ratification or extension of this Agreement. The Arbitrator's jurisdiction is expressly limited to the express terms of this Agreement which are applicable to the particular issue at hand, and to the rendition of an award which in no way adds to, subtracts from, changes or amends or conflicts with any term provision or condition of this Agreement. Indiscipline cases the Arbitrator shall be confined to a determination of whether the subject Employee acted or performed or failed to act or perform in the manner for which the action was taken. In discipline cases, the arbitrator is not precluded from considering mitigating circumstances if in the arbitrator's opinion such mitigating circumstances are necessary in order for he/she to reach an equitable and just decision.

H. The award of the arbitrator shall be submitted to the Employer and the Union, and subject to law, shall be final and binding upon the Employer, the Union, and the aggrieved Employee.

I. The discipline or discharge of an Employee whose office or position is classified under Civil Service Law and Rules shall not be a subject of grievance or arbitration hereunder nor shall any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law be the subject of grievance or arbitration procedure hereunder. If the same subject of any grievance or arbitration being processed herein is initiated or filed in any other legal or administrative forum, then this procedure will be stopped and considered resolved in accordance with the results of the other forum when all appeals and results are finalized.

J. MULTIPLE GRIEVANCES - Two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or questions and which affect a group or a class of Employees may be consolidated and processed as a

single grievance provided, however, that such procedure shall be subject to all the provisions of this Article.

K. Employer or Union Grievances - The Employer or the Union may initiate grievances at Step 2 or Step 3 of the grievance procedure. Union initiated grievances must directly involve an alleged violation of this Agreement that affects two or more Employees covered by this Agreement, or that affects only the Union and not directly any Employee covered by this Agreement provided that said grievance shall be initiated at Step 2 of the grievance procedure within twenty (20) days of the alleged violation. The Employer must initiate an alleged violation of this Agreement at Step 3 within twenty (20) days of the alleged violation.

Section 2. General Provisions - Wherever days are specified in this Article, they shall be computed by excluding Saturdays, Sundays, and Holidays. It is the intention of the parties to use "working days" in the computation as opposed to "calendar days."

Section 3. Any time limits specified within this Article may be extended by mutual agreement of both parties to this Agreement.

Section 4. Either party, the Employee or the Union may utilize the grievance procedure. Either party may authorize a designee to act in their behalf.

ARTICLE 6 -SENIORITY

Section 1. The parties agree to recognize seniority as defined in the Massachusetts General Laws, Chapter 31, for the purposes of layoffs for all Civil Service Employees except that seniority as defined as unbroken service to the City of Chicopee shall apply (1) where two or more Civil Service Employees have the same seniority date under c. 31; (2) where Civil Service Employees seek to exercise seniority rights vis-a-vis non Civil Service Employees; or, (3) for non Civil Service Employees.

Section 2. In the event the City determines to lay off Employees, it shall give the individual Employee(s) and the Union as much notice as possible of such layoffs. During that time, the City agrees to meet with the Union in order to explore alternatives to such action. Any Employee laid off as a result of privatization will receive two (2) weeks pay for each year of service with a cap of ten (10) years.

Section 3. A. Bargaining Unit Employees shall be laid off in the inverse order of their employment and may exercise seniority rights against any less senior Employees in the same, similar, or lower job classification provided they are qualified as per job descriptions within their current departments.

B. Bumping within department:

1. Highway and Forestry
2. Sanitation
3. Public Utilities (Collection System, C.S.O., Flood Control and Treatment Plant)
4. Central Maintenance
5. Water
6. Parks, Recreation, Cemetery
7. City Messenger
8. Library

C. If there are no less senior Civil Service Employees within the same or similar job classification, then they may displace any less senior non Civil Service Employee in the same or similar job classification.

Section 4. With respect to non Civil Service Employees, Bargaining Unit Employees shall be laid off in the inverse order of their employment and may exercise seniority rights against any less senior Employees in the same or similar job classification, i.e., non Civil Service Employees may exercise such rights only with respect to non Civil Service Employees.

Section 5. Opportunity shall be given to Employees, on a seniority basis, to volunteer to be laid off in lieu of other Employees. Such volunteers shall be treated as laid off Employees.

Section 6. Any Employee who leaves the City employment for any reason and returns to work for the City shall not have seniority rights on future employment over other applicants and shall not start employment in the same grade and step in which he/she left with all rights of vacation, longevity, and sick leave restored to said person except for leaves as are protected by law, ordinance or this Agreement.

Section 7. The Employer agrees in principle with the concept of seniority in accordance with Civil Service Rules and Regulations and further agrees that this principle should be applied whenever practical, within a department in a reasonable manner subject to operational needs and qualification with respect to:

A. Vacation schedules.

B. Any question of preference among Employees that may arise but are not specifically mentioned hereafter.

C. Choice of working shifts, temporary changes in shifts due to vacation and day off scheduled shall be based on seniority.

D. For the purposes of transfers and promotions in a specific department, the years of seniority of interested qualified Employees within that department shall first be considered, prior to the consideration of interested qualified Employees from outside of the department.

Section 8. Seniority means length of service in years, months, and days from the date of first continuous employment with the City of Chicopee, in the various departments except that the seniority for employees hired on or after September 1, 2000, as "temporary, emergency, or seasonal" who work beyond six (6) months shall not include the six (6) months employed as temporary, emergency, or seasonal.

Section 9. Seniority - A. Civil Service Career Ladder - All Bargaining Unit Members covered by Civil Service:

1. The Employer will make every effort to promote from within the division in which the Employee is currently employed; where practical, the Employer will have promotional exams. The divisions are as follows:

- A. Highway and Forestry
- B. Sanitation
- C. Public Utilities, (Collection system, CSO, Flood Control and Treatment Plant)
- D. Central Maintenance
- E. Water
- F. Parks, Recreation, Cemetery
- G. City Messenger
- H. Library

2. Vacancies will be posted in all appropriate departments for at least ten (10) days prior to testing.

The Appointing Authority will select from among the three (3) highest scoring candidates. If the Appointing Authority does not select the highest scoring candidate, all candidates with more seniority than the candidate chosen shall be provided with a written report by the Appointing Authority documenting his or her reasons for said selection. This report shall be forwarded to the Department of Personnel Administration and the Union. Employees may grieve this decision through the Civil Service Commission. This provision applies to official civil service positions only.

3. The first three (3) months after a promotion shall be a probationary period for this promotion. Thirty (30) days after a promotion the Employee shall have the option of returning to his or her former position without loss of seniority.

4. The Appointing Authority, during this period, may choose to replace said Employee for just cause and render a written report to the Personnel Department. Employees may grieve these decisions through the Grievance and Arbitration Procedure.

B. Non Civil Service Career Ladder - Employees who are not covered by Civil Service:

1. The Employer will make every effort to promote from within the division in which the Employee is currently employed. The divisions are as follows:

- A. Highway and Forestry
- B. Sanitation
- C. Public Utilities, (Collection system, CSO, Flood Control and Treatment Plant)
- D. Central Maintenance
- E. Water
- F. Parks, Recreation, Cemetery
- G. City Messenger
- H. Library

2. Vacancies will be posted in all appropriate departments for ten (10) working days. If an individual is on vacation or sick leave, he/she may bid for said opening upon his/her return to work.

3. The jobs will be awarded based on seniority, quality performance and attendance.
4. The first three (3) months after a promotion shall be a probationary period for this promotion. Thirty (30) days after a promotion the Employee shall have the option of returning to his or her former position without loss of seniority.
5. The Appointing Authority, during this period, may choose to replace said Employee for just cause and render a written report to the Personnel Department. Employees may grieve these decisions through the Grievance and Arbitration Procedure.

ARTICLE 7 - HOURS OF WORK AND PAY PROCEDURES

Section 1. The normal workweek shall consist of five (5) consecutive days (Monday through Friday), of eight (8) hours a day. The workweek shall be from Monday through Sunday and Employees may be on a regular weekly flex time schedule with the written approval of the Employee and the Department Head based on the operational needs of the department flex time schedules shall be one hour pay for one hour worked up to forty (40) hours per week. This agreed-upon schedule is to be reviewed annually. Flex time will not interfere with on call time.

Section 2. New hires may be required to work a shift(s) that include either a Saturday or Sunday but not both in any week, when hired to work in the Park and Recreation Department, as determined by the Mayor. Employees hired on or after April 1, 2018 may be required to work a shift(s) that includes Saturday or Sunday as determined by the Mayor (note: this provision does not apply to the Forestry Department). No more than two (2) employees can be regularly scheduled to work on Saturday and two employees can be regularly scheduled to work on Sunday in each department. In the event a position is going to include Saturday or Sunday, the City agrees to follow the process contained in Article 29 – Wages, Section F.

Section 3. The Employer agrees to notify the Union if it decides to install time clocks in any department covered by this Contract.

Section 4. At its discretion (but not earlier than 9/01/04), the Employer may institute a "bi- weekly payroll" with sixty days notice to the Bargaining Unit.

ARTICLE 8 - OVERTIME

Section 1. Time and one-half (1 1/2) after eight (8) hours in a day or forty (40) hours in a week. If an employee is scheduled to work and is subsequently instructed not to come to work due to a weather emergency and/or disaster, then the scheduled hours shall count as hours worked for the purpose of computing overtime. Double (2) time on Sunday. Vacations, holidays, personal days, bereavement days and jury duty shall count as hours worked for the purpose of computing overtime. There will be no pyramiding of paid time under any of the provisions of this Agreement. Overtime is only to be paid after forty (40) hours when the City and an Employee agree to a flextime schedule - (example) four (4) - ten (10) hour days = no overtime.

Section 2. Any Employee who is called in to work on Sunday shall be paid at the hourly rate of two (2) times his/her regular hourly rate.

Section 3. An Employee has the right to refuse overtime for educational, military commitments, childcare commitments or other justifiable reasons acceptable in the sole judgment of the Employer which will not be unreasonably denied.

Section 4. Refusal to work overtime due to illness must normally be verified by a Doctor's note, which references the specific dates and problems involved.

Section 5. To the extent reasonably possible, overtime will be initially offered to Employees who are qualified and experienced in the work to be performed. Overtime will be offered on a rotating basis within each department for everyone in the Laborers Bargaining Unit.

Section 6. Employees may choose to accumulate compensatory time with the Department Heads' written approval instead of receiving overtime pay. No Employee shall be required to accept compensatory time. All compensatory time accumulated as of March 1, 1994 shall be grandfathered. After March 1, 1994, Employees may accumulate up to sixty (60) hours of compensatory time. Employees will earn compensatory time at a rate of time and one half (1 1/2). The use of compensatory time will not be considered time worked in the computation of overtime. Compensatory time use prior to a holiday must be preapproved in writing by the Department Head. Compensatory time will normally be used within the fiscal year in which it is earned. Up to eight (8) hours may be carried over into the next period.

ARTICLE 9 - SHIFT DIFFERENTIAL

Section 1. Employees covered under the terms of this Agreement who are required to work a tour of duty other than the regular working hours (day shift) shall receive a shift differential of seventy-five cents (\$.75) per hour for hours worked from 3:00 PM to 11:00 PM, and one dollar (\$1.00) from 11:00 PM to 7:00 AM. All regular hours worked on Saturday, Sunday and holidays will be paid at the normal hourly rate plus a bonus of seventy-five cents (\$.75) an hour.

Section 2. Employees who regularly work on weekends will receive the weekend differential of seventy-five cents (\$.75) per hour, but will not receive the shift differential.

ARTICLE 10 - MEAL PERIODS

The normal meal period shall be not less than thirty (30) minutes not more than one (1) hour.

ARTICLE 11 - WASH UP TIME

Section 1. Each Employee shall receive ten (10) minutes before the meal period and ten (10) minutes prior to the finish of the working day for wash up time.

Section 2. The Municipal Home shall receive five (5) minutes for wash up time prior to the ending of their shift.

ARTICLE 12 - CALL BACK PAY

Employees who are called in to work or back to work between the hours of their normally scheduled working periods shall be paid a minimum compensation of not less than three (3) hours at the rate of time and one-half (1 1/2) if called back before midnight, and four (4) hours at the rate of time and one-half (1 1/2) if called back after midnight. It is agreed between the parties that this Article and Section applies to emergency and not scheduled work time.

ARTICLE 13 - WORKING OUT OF CLASSIFICATION

Section 1. When an Employee is assigned (but not promoted) to higher classes of work due to vacation, illness, or operational needs, he or she shall receive the base rate of the classification he/she is replacing, or shall be moved to the amount which is higher than the rate that the Employee is currently receiving. He/she shall go to base rate of higher class after seven (7) days.

The parties agree that the seven (7) days shall be cumulative in a given fiscal year running from July 1st to June 30th.

Section 2. When an eight (8) hour employee works out of rank for a seven (7) hour employee the eight (8) hour employee will receive seven (7) hours out of rank and if they work eight (8) hours, the 8th hour when worked will be paid at the employee's hourly rate.

Section 3. Out of rank assignments to a permanent vacancy shall not exceed six (6) continuous months.

ARTICLE 14 - CLOTHING ALLOWANCE

Section 1. Effective July 1, 2012, the Employer agrees to provide a clothing allowance of four hundred dollars (\$400.00) each fiscal year for all Employees included in the Bargaining Unit as soon as practicable after July 1st of each year (retroactive to July 1, 2012). Each Employee must have completed the probationary period and is actually at work. Employees must wear uniforms while on duty.

Section 2. Full clothing allowance is based on working a full fiscal year and is a prorated allowance when less than the full fiscal year is worked.

Section 3. Effective July 1, 2007, one hundred dollars (\$100.00) annual boot allowance for boots approved by the City and for those required by their Department Head to wear boots and currently receiving a clothing allowance. Sales receipt is required to be handed in by the Employee in order for reimbursement up to the amount of one hundred dollars (\$100.00). Five Department T-shirts or mutually agreed upon clothing items, shall be provided every year in lieu of uniforms to each Employee with the Laborer's contract. T-shirts must be worn unless this requirement is waived in writing by the Department Head. Effective July 1, 2012 the boot and clothing allowance for Employees then entitled to each will be

combined into one allowance totaling four hundred dollars (\$400.00)

Section 4. Waste Water Employees will continue with the uniform service. They will be eligible for the one hundred dollar (\$100.00) boot allowance and the departmental t-shirts in addition to their uniforms.

ARTICLE 15 - COFFEE BREAK

All Employees shall be allowed a ten (10) minute coffee break during each half shift, or ten (10) minutes for every four (4) hours worked.

ARTICLE 16 - MATERNITY LEAVE

Section 1. An Employee is eligible for leave due to pregnancy pursuant to federal and state leave laws. Such leaves shall run concurrently. Should a medical necessity as evidenced by a written opinion and direction of the health care provider of the mother require the Employee to be absent for a period longer than twelve (12) weeks, the Employee will be eligible for an extension of the leave consisting of additional unpaid leave of up to a total continuous leave of twelve (12) months. The need of an extension must be evidenced by medical evaluations and statement of necessity from the attending health care provider and submitted as needed to the City.

Section 2. The Employee will be allowed to return to his/her same position and same working shift and hours. A shift change may only be agreed upon by both the Employee and Employer.

Section 3. When an Employee is out on maternity leave, the Employer may hire a temporary Employee who will not be subject to the terms and provisions of this Agreement, where and when possible by the Appointing Authority.

Section 4. The Employer and Employee will be subject to all conditions listed in Article 17 – Leaves of Absence.

ARTICLE 17 - LEAVE OF ABSENCE

The Employer agrees to reasonable consideration to requests for unpaid leaves of absence of up to one (1) year for sickness, accident or any other valid cause after completion of the Employee's initial probationary period, if applicable, subject to Civil Service Law. It is understood that an Employee may be laid off or dismissed during said leave if such layoffs or dismissals are in process. The Employer agrees to continue payment of its share of health insurance costs for the first six (6) months of an unpaid leave for accident, sickness, and family medical leave only.

ARTICLE 18 - DISCIPLINE

Section 1. No Employee shall be disciplined, discharged or suspended, except for just cause as provided by law and as provided in Mass. General Laws, Chapter 31, Section 43. Provisional or probationary Employees with less than six (6) months service shall not have the right to grieve any disciplinary action under this Agreement.

Examples of misconduct that the parties agree are just cause for discharge:

- A. Unprovoked fighting
- B. Immoral conduct or indecency including sexual harassment
- C. Insubordination
- D. Theft or falsifying any reports or records
- E. Possession or use of drugs, alcohol or any other intoxicating substances at work

Section 2. An Employee disciplined under the provisions of this Article, or Mass. General Laws, Chapter 31, shall have the right to appeal to the Civil Service Commission or to an Arbitrator, but he/she must elect which appeal he/she will follow. (See Mass. General Laws, Chapter 150E, Section 7.)

Section 3. If a Supervisor has reason to orally reprimand an Employee, he shall do so in a manner that will not embarrass the Employee before other Employees or the public.

Section 4. In cases of reprimands of a serious nature or ongoing circumstances, except in circumstances reasonably requiring immediate action which may in the Employer's opinion create additional problems or possible suspension of an Employee, the Employer will endeavor to notify the Union, which will allow the Union Representative the opportunity to address the problem.

Section 5. When an Employee is discharged, the Employer will endeavor to promptly notify the Union.

ARTICLE 19 - FUNERAL LEAVE

Section 1. Each Employee in the Union shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall stated below, excluding the day of the death and shall be for the purpose of attending the services for the deceased. For the purposes of this Article, the term "immediate family" shall mean and include the following:

Current Spouse	Five (5) days
Parent	Five (5) days
Children	Five (5) days
Current Stepchildren	Five (5) days

The following will be three (3) days:

Sister	Brother
Current Mother-in-Law	Current Father-in-Law
Current Sister-in-Law	Current Brother-in-Law
Current Daughter-in-Law	Current Son-in-Law
Grandfather	Grandmother
Grandson	Granddaughter
Current Stepfather	Current Stepmother
Spouse's Grandparents	

In the case of a delayed memorial service, an employee may use one (1) of the above days to attend the memorial service within six (6) months of the date of death.

Section 2. All days allowable will be working days.

Section 3. If the services for the deceased are more than one hundred (100) miles from the City of Chicopee, members will be granted one (1) day to travel to the location and one (1) day to return. Said travel to be exclusive of the days set above.

Section 4. The Employer may, but is not required to, request proof of death, relationship, and/or services.

ARTICLE 20 - PERSONAL LEAVE

Section 1. Each full-time Employee shall be granted twenty-four (24) personal hours off per year. Except in emergency situations, advance application of forty-eight (48) hours shall be made to the Appointing Authority of the Department or his/her designee.

Section 2. Unused personal days may be accumulated to a maximum of five (5) days.

Section 3. Employees must work one (1) year before qualifying for personal days.

Section 4. This benefit will be assigned to each Employee on January 1st, based upon the Employee's employment status on that day.

ARTICLE 21 - BULLETIN BOARDS

The Union shall have the use of a section of the Departmental Bulletin Board for the posting of notices and other pertinent information of interest to its membership.

ARTICLE 22 - CIVIL SERVICE

Section 1. The Employer and the Union shall recognize and adhere to all civil service and state labor laws, and rules and regulations, relative to seniority, promotions, transfers, discharges, removals and suspensions.

Section 2. The Union further reserves the right to represent Employees under any such established procedure.

ARTICLE 23 - EXTREMES OF WEATHER

Excluding work of an emergency nature, no outside work shall be required in severe rain or snow or other weather conditions of such degree that work cannot reasonably be performed. The determination of such extreme conditions shall vest solely in the Appointing Authority of the Department or the Mayor. For the purpose of this clause, the word "emergency" shall mean among other things any and all work which could reasonably be interpreted to affect the lives and safety of persons or their property.

ARTICLE 24 - FOUL WEATHER GEAR

Section 1. The Employer agrees to provide rain gear (jackets, boots, and pants) and gloves with inserts, for those Employees working outdoors. This foul weather gear will be supplied by the various departments and included in their yearly budgets and distributed to their Employees as needed and when damaged goods are returned for

replacement.

Section 2. Prior to advertising for clothing specified in this Section, the Union shall have the right to meet with the Standards and Specifications Committee of the needs of its members. The Union will notify the Committee of its intent to be heard on this matter in writing.

ARTICLE 25 - HOLIDAYS

Section 1. All Employees whose wages and conditions of employment are covered by this Agreement will receive compensation based on their regularly scheduled hours at their regular hourly rate for twelve (12) full day holidays and two (2) one-half (1/2) days each calendar year as follows: The term "Holiday" as used in this Section includes the following and any additional days declared as holidays hereafter by the federal, state or municipal government:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Patriots Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ Day New Year's Eve

Section 2. Holidays occurring on Sunday will be celebrated on Mondays; holidays occurring on Saturday will be celebrated on the preceding Friday, subject to the provisions of the General Laws.

Section 3. Any Employee required to work on a holiday will be paid for the hours worked at time and one-half (1 1/2) of the applicable rate of pay, plus a day's pay for the holiday, except that those persons who work on Christmas and/or Thanksgiving shall be paid double (2) time for those days. No compensatory time off for work performed on a holiday shall be authorized.

Section 4. Any Employee whose normally scheduled day off falls on a holiday shall be paid for the holiday.

Section 5. When a holiday occurs during an Employee's regularly scheduled vacation, he/she shall be granted an additional days vacation, at his or her discretion subject to operational needs as determined by the Employer, with the approval of the Appointing Authority whose approval will not be unreasonably denied.

Section 6. In order to receive pay for any of the holidays enumerated above, an Employee must work the last regularly scheduled full working day immediately preceding and immediately following the holiday in question unless he/she was on an authorized day off. The department head may require a doctor's note for sick days before or after holidays.

Section 7. Vacation days, personal days, and time on Workmen's Compensation shall be considered on the active payroll. Time on sick leave shall not be considered on the active payroll unless approved by the Appointing Authority and the Mayor.

Section 8. When the Mayor declares a State of Emergency which has the effect of closing down certain Departments:

A. Bargaining Unit Members who are sent home before the end of the regular scheduled workday from their departments will be paid to the end of that regular scheduled workday. (Their departmental regularly scheduled workday.)

B. Bargaining Unit Members who are required to work during the emergency will be granted time off on a personal day basis equivalent to the time off that employees in their department have received for the day in question. Comp time will be changed to personal time to ensure overtime payments for work on Saturday.

ARTICLE 26 - VACATIONS

Section 1. The vacation allowance of Employer is subject to the provisions of Mass. General Laws, Chapter 41, Sections 111, and 111G.

Section 2. Any permanent or provisional new Employee who has not actually worked the required thirty (30) weeks prior to June 1st, shall be granted one (1) week of vacation without loss of pay during the calendar year, provided that the Employee shall have worked continuously for a period of not less than thirty (30) weeks. Full-time Employees who have worked continuously from one (1) to five (5) years will be entitled to two (2) weeks and two (2) days or twelve (12) working days vacation and appointing authority's approval. Calculations for this benefit start from the date the Employee started work for the city as a Permanent or Provisional Employee.

Section 3. All full-time Employees who have worked continuously for five (5) years shall be entitled to three (3) weeks and three (3) days (or eighteen (18) working days) vacation, and Appointing Authority approval.

Section 4. All full-time Employees who have worked continuously for ten (10) years, shall be entitled to four (4) weeks and four (4) days (or twenty-four (24) working days) vacation, and Appointing Authority approval.

Section 5. All full-time Employees who have worked continuously for fifteen (15) years shall be entitled to five (5) weeks and one (1) day (or twenty-six (26) working days) vacation, and Appointing Authority approval.

Section 6. All full-time Employees who have worked continuously for twenty (20) years shall be entitled to five (5) weeks and four (4) days (or twenty-nine (29) working days) vacation, and Appointing Authority approval.

Section 7. Vacation leave time may be used by the Employee in addition to or in lieu of sick leave time.

Section 8. Any Employee who has actually started his/her vacation, and who is called back to work by the Appointing Authority or his/her designee, shall be paid at the rate

of double time (2) for the hours worked during his or her vacation period, in addition to his or her regular vacation pay.

Section 9. For the purposes of this Article, each Employee will be allowed to bid up to two (2) weeks during June, July, and August. After each Employee has bid his/her first two (2) weeks, then those Employees with vacation leave remaining may bid the remaining available weeks by seniority. An Employee may use his/her vacation time by single days with seventy-two (72) hours of advance written notice and approved by Appointing Authority.

Section 10. Time lost due to a compensable injury wherein the Employee is paid compensation will be construed as time worked for vacation purposes in the year in which the injury occurred only. It is understood that an Employee will not receive pay in a fiscal period in excess of the number of weeks in such period, (i.e. in excess of fifty-two (52) weeks).

Section 11. Upon voluntary termination, Employees will be paid for unused personal days provided they give a two (2) week working notice unless on excused absence.

ARTICLE 27 - CHECKOFF

Section 1. The Employer agrees that it will deduct from the wages of the Employees the initiation fees and dues and arrears uniformly required by the Union provided it has a written authorization in a form authorized by law from the Employee. Monies will be deducted on a weekly basis and forwarded to the Union by the tenth (10th) of the month together with a list of the Employees from whom such deductions were made, itemized Union deductions and the social security number.

Section 2. The Employer agrees to forward to the Union a copy of a completed checkoff authorization form for each new hire at the end of each month.

Section 3. The Employer agrees to notify the Union in writing on a monthly basis of all newly hired Employees, their shift, classification, date of hire and also dates of termination.

Section 4. The Employer agrees to deduct Union dues from the earned wages from each Employee within the Bargaining Unit, such amount as determined by the Union. This shall be implemented in accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12.

Section 5. The Union shall indemnify and save the Employer harmless from any form of liability or damages that may arise out of complying with any of the provisions of this Article.

ARTICLE 28 - LONGEVITY

Section 1. Each person whose position is in the labor service of the City, and who is classified in any of the grades provided for in the aforesaid schedule, Sections 1 and 3, as well as each person whose position is included in Section 2 and who receives a single rate of annual compensation for services, and for those Employees whose positions are included in Section 2 and who receive a single rate of annual compensation for

services, and for those Employees whose positions are included in Sections 5, 6, 6A, and 6B, shall receive additional annual compensation as follows:

A. Effective upon the signing of this Agreement, the following appropriate amount shall be added to the basic annual rate of compensation of each Employee who has completed the corresponding years of service:

5 years	\$225	10 years.....	\$350
15 years	\$400	20 years.....	\$600
25 years	\$1,000	30 years.....	\$1,250
35 years	\$1,500	Retroactive to July 1, 2012	

B. Payments under this Section shall be made semiannually, in a lump sum, to Employees eligible for benefits. Upon verification of the service by the City Auditor, all eligible Employees whose anniversary date falls between January 1st and June 30th, shall be paid the amount due them on a payroll in July, and all Employees whose anniversary date falls between July 1st and December 31st, shall be paid the amount due them with the final payroll of the year. Any Employee who has reached his/her anniversary date and whose service is terminated due to retirement, death or voluntary termination, shall be paid the full amount of longevity compensation due for that year with the final pay for said Employee, if eligible.

C. Employment shall be counted from the first day of the most recent employment, whether the appointment is made on emergency, temporary, provisional or permanent basis, provided that such employment is continuous and full time. Employees whose term of employment is other than full time shall have counted only such actual service as rendered, and the computation of the anniversary date of said Employee shall reflect only such actual service as previously determined. Leaves of absence due to personal injury, or personal illness and maternity leaves shall constitute a change in the original employment date and the time lost through such leave shall not be included in the computation of the total time employed.

D. Interruption of continuous employment for the purpose of performing military service shall not be deemed to break the continuity of service with the City in calculating benefits payable under this Section, provided that no employment other than military service is entered into by the Employee during the period of said interruption.

E. The provisions of this Section shall not apply to members of the Police, Fire, School or Electric Light Departments, except such positions included in Section 1 of Chapter 33 of the Revised Ordinances, as amended. Upon the effective date of the within ordinance, each Appointing Authority shall annually post a list showing each departmental Employee by name, date of entry into municipal service, and years of service accumulated.

Section 2. All existing salary ordinances not listed herein shall remain in force until further amended.

ARTICLE 29 - WAGES

Section 1. In this Agreement, and made a part of it as "Appendix A" shall be a Classification and Pay Plan. It shall list all positions covered by this Agreement by title,

along with the wages for each position.

Section 2. Employees will receive first step increases for new hires and promotions after six (6) months of service; thereafter on July 1st each year, provided that they have at least twelve (12) months of service in their new positions.

Section 3. It is understood and agreed to between the undersigned parties that it is the intent, but not a binding agreement of the parties, that if any other Collective Bargaining Agreement bargained with and by the Mayor's negotiating committee, is finalized with a greater wage increase, that the undersigned parties meet to further discuss wages. The Agreement herein finalized is to remain intact, and the parties would attempt to resolve any disagreements for implementation in some future agreement.

Section 4. A. Addendum A pay rates shall be increased:

FY 2018 means July 1, 2017 to June 30, 2018;

FY 2019 means July 1, 2018 to June 30, 2019.

Effective upon ratification amend the step schedule as follows:

1. 2.0% wage increase. In addition, all bargaining unit members employed upon ratification shall receive a one-time payment in the gross amount of Three Hundred and Fifty Dollars (\$350); and

Effective July 1, 2018

2. 2.0% wage increase.

B. The retroactive payments will be paid after the tax rate is set.

C. Increases to be effective for employees on the payroll on the date of ratification by the Union and funding approved by the Board of Aldermen.

D. In the event the City proposes substantive changes in a current Employee's job description after the effective date of this Agreement, it shall propose a grade and step for said position. For the purposes of this section, a substantive change is one which adds qualitatively new duties to the job description. The parties shall promptly bargain in good faith regarding both the proposed changes and the pay grade and step assigned to said position. The Union shall have the right to appeal the grade and step assigned to the modified position in accordance with the grievance and arbitration procedure. Any such grievance shall be filed within twenty (20) calendar days of the conclusion of the bargaining described above. In any event, as set forth above, the arbitrator shall only have the authority to establish the appropriate grade and step for the current Employee's new job description position.

E. If the position is vacant, that is no current Employee is in the position at the time the substantive changes are made, the City may establish the new job description and fill the same without bargaining with the Union as to any of the above matters, but it shall notify the Union, in writing, of the changes to the job description and the pay grade and step, if any, prior to the effective date of the changes and the Union may grieve and arbitrate only the Grade assigned to the new description.

F. Where a position is newly created, as opposed to a modification of a current Employee's position, the City shall only be required to notify the Union in writing of the establishment of the position not less than fifteen (15) working days before the creation of the position. The Union may submit written suggested modifications during the said fifteen (15) day period and the Director of Human Resources shall consider any suggested modifications by the Union, and may meet with the Union to discuss them, if the said Director feels a meeting would be useful. All suggestions shall be submitted to the Director of Human Resources, in writing, within said fifteen (15) working days of the notification to the Union. At the end of the above time frame the City may establish the position, with or without any or all of the suggestions submitted by the Union. The Union shall have no right to appeal the grade and step assigned to the newly created position under the grievance and arbitration procedure.

G. All positions in Grade 4 which require a CDL will move to Grade 5. Movement from Grade 4 to Grade 5 does not count as a step increase.

H. Twenty cents per hour will be added to the hourly wage of each Employee who has been continuously employed by the City for over ten years. The anniversary date will be determined utilizing the same formula as is used to determine an Employee's longevity date. Employees whose tenth anniversary falls between July 1 and December 31 will receive the increase on the July 1st before their anniversary. Employees whose anniversary falls between January 1 and June 30 will receive the increase on the July 1st following their anniversary. This benefit will continue, indefinitely, for all eligible Employees, until negotiated otherwise.

I. The parties agree that the next collective bargaining agreement shall be for a one year duration (i.e., July 1, 2019 through June 30, 2020).

ARTICLE 30-SICKLEAVE

Section 1. Payment to Employees for disability not resulting from performance of duty:

A. All fulltime Employees covered under this Agreement shall continue to receive their regular compensation during the period of their absence from duty because of total disability resulting from personal injuries, sickness or illness not arising out of and in the course of their employment. Compensation for such disability shall be limited to one (1) day for each one hundred thirty five (135) hours of service in the preceding twelve (12) months, but not more or not less than fifteen (15) days in any twelve (12) month period.

B. Any unused portion of any sick leave allowed hereunder may be unlimitedly accumulated.

C. Upon normal retirement or death while a member of the Unit, the Employee or his/her legal representative will be paid for unused sick leave credited to his/her account as follows: persons with ten (10) or more years of service, two (2) days for every five (5) days accumulated.

D. All accumulated sick leave shall be canceled upon separation from service of any Employee for cause, except that upon reinstatement, an Employee separated from service for cause shall be entitled to the unused portion of the accumulated sick leave.

E. In the event of the transfer of an Employee from one department to another, the Employee shall be entitled to all sick leave he/she may have accumulated prior to such transfer.

F. The Employer agrees to pay an Employee his/her daily rate of pay times two-fifths (2/5) the number of days as recorded upon voluntary separation of service with ten (10) years of service on the City's records. Said payment shall be capped at \$15,000.00 to all Employees hired after January 1, 1999.

G. Where the appointing authority has reason to suspect that an Employee is abusing his sick leave for reasons including but not limited to a pattern of sick leave usage, activity of the Employee is inconsistent with the reason given for the sick leave usage, the appointing authority may require the Employee to provide a detailed doctor's statement of illness or may require the Employee be examined by a doctor hired by the City, the Employee may provide said doctor's note from his own doctor rather than be examined by the City's doctor.

Section 2. An Employee when disabled by an accident or injury arising out of his or her employment is entitled to file for benefits under Workers Compensation:

- A. Any injury must be reported immediately to his or her Supervisor.
- B. The report of said injury shall be completed in the manner in which it has been done in prior years.

Section 3. Payment to Employees for disability resulting from performance of duty:

- A. In addition to Worker's Compensation benefits, an Employee may, if he/she chooses, be paid his/her weekly salary or wages in full until any vacation which the Employee has to his/her credit has been used, and/or any sick leave allowance which the Employee has to his/her credit has been used.
- B. All reimbursement received by the Employee from the insurance company will be turned over to the City Treasurer's Office.
- C. If the Employer at any time feels that an Employee is taking unfair advantage of the above sections, the Employee will be obligated to present, upon request from the Employer and the Union a doctor's certificate stating the progress of said injury or illness and probable length of disability.

Section 4. Absence of Employees for certain disabilities for which payment will not be allowed. No person shall be entitled to any compensation or benefits under this Agreement for any period of disability resulting in whole or in part from:

- A. Self-inflicted injuries;
- B. The voluntary use of intoxicating liquor, drugs, or narcotics;
- C. Injuries sustained while engaged in or resulting from or arising out of the commission of a felony or a misdemeanor involving moral turpitude;
- D. Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful regulation of the department in which employed;
- E. Injuries sustained while employed for gain or profit elsewhere.

Section 5. Report of Disability - No person shall be entitled to compensation under this Agreement for any period of disability unless such disability and cause of reason therefore is reported forthwith to the Department Supervisor.

Section 6. Verification of Disability - It shall be the duty of the Appointing Authority to take or cause to be taken such reasonable steps as may be necessary to verify the existence and cause of any disability for which compensation is claimed. Each Appointing Authority shall maintain a permanent record of the Employees in his/her department affected by this Agreement, which record shall contain all pertinent data with regard to absence on account of sick leave and payments made on account thereof.

Section 7. There is established "light duty" for employees on worker's compensation or non-work related injuries or illness on a temporary basis, until the employee is able to perform the duties of their normal position. They would be required to perform modified work duties within their department that they are able to perform per their physician's written authorization based on a written statement of the duties to be performed submitted to the physician by the City. The Employee shall perform such approved duties until they are medically cleared to return to their regular position.

Section 8. An Employee may use up to three (3) accrued sick days per year as "family days" for reasons defined in the Family Medical Leave Act (FMLA) or Small Necessities Act, or to care for an ill family member, as defined in the "Funeral Leave" article of this document. If the Employer feels that an Employee is taking unfair advantage of this section, the Employer may, but is not required to, request proof of sickness, relationship, and/or qualifying event. The Parties agree that the City will provide paid-time in those instances where the Employee takes leave under the SNLA, related to sick visit appointments, extended care issues, and specifically articulated education appointments such as parent teacher conferences and visiting perspective educational institutions. Any other leave authorized by law pursuant to the SNLA shall not be paid by the City.

ARTICLE 31 - MEDICAL INSURANCE

Section 1. The Employer agrees that it will pay fifty percent (50%) of the cost of medical insurance including a master medical program.

Section 2. The parties agree that the present medical insurance coverage and premium participation rate shall remain in force and effect until June 30, 2000.

Section 3. The City agrees to call a meeting of the 32B Committee to look at insurance alternatives.

ARTICLE 32 - LABOR AND MANAGEMENT MEETINGS

The Union shall designate in writing a standing committee of Employees whose rates and conditions of employment are covered by this Agreement, which committee may meet with the Mayor from time to time at the request of either party, for the purpose of discussing matters coming within, or out of, the scope of this Agreement. Such

meetings shall be held at the Mayor's Office at the convenience of both parties, within seven (7) days from the date upon such a request is received. There shall be no deduction in pay for Union personnel attending approved meetings with department officials while settling personnel matters. The Department Supervisor shall notify or cause notice to be given to all affected Supervisors of such scheduled meeting. Failure to do so shall in no way affect the pay of the Employee or his/her right to attend such meeting. This is not to be construed as a Contract reopener.

ARTICLE 33 -MILITARY STATUS

Military Status: Seventeen (17) days maximum. If, at any time, an Employee is required to be absent from work due to Military Reserve Training, he/she will be authorized seventeen (17) days of paid military leave as per Chapter 33, MGL. Any additional time in any one calendar year must be taken as vacation time or authorized leave without pay.

ARTICLE 34 - MANDATORY EDUCATION BENEFITS

The Employer will pay the cost to maintain specialized licenses. The Employer will pay the documented fees of these licenses:

WATER DEPARTMENT:

License Type

CDL-A

CDL-B

Hoisting Operators License (Backhoe)

Water Supply- Certified Operators License (Treatment)

Water Supply-Certified Operators License (Distribution)

Cross Connection Testing/Survey License

DEPARTMENT OF PUBLIC WORKS

CDL License

Hoisting License

WATER POLLUTION CONTROL

Operator License

Collection System License

Laboratory Tech. License

Class A Drivers License

Class B Drivers License

Backhoe License

Hoisting License

Journeyman Electrician License

PARKS AND RECREATION DEPARTMENT

Class II License

Hoist License

Pesticide License (fee to take exam)
(study guides)
(exam fee)

CENTRAL MAINTENANCE GARAGE

CDL License

ARTICLE 35 - HEAVY EQUIPMENT

To the extent reasonably possible, the Employer agrees that heavy equipment will be operated by persons properly classified and experienced to do so. In the winter time, such persons will be given first right of refusal for call backs and overtime.

ARTICLE 36- TOOL ALLOWANCE

All mechanics at the Central Maintenance Garage who have served a probation period and actually are at work will receive an increase in the tool allowance to five hundred dollars (\$500.00). Effective July 1, 2012 it will be increased to six hundred and fifty dollars (\$650.00) (retroactive to July 1,2012).

ARTICLE 37- FIRST AID KITS

Section 1. The Employer agrees to furnish and install medium sized first aid kits in all vehicles and to keep it supplied annually.

Section 2. The Employer agrees to provide a CPR course to Foremen, Working Foremen, and Operators once a year on Employer time. The above persons will be required to hold an up-to-date card.

ARTICLE 38 -SEPARABILITY

Section 1. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or an unfair labor practice by final decision of a labor relations commission of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administration decrees or decisions.

Section 2. In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal. It is understood and agreed to that all other provisions of the Collective Bargaining Agreement remain in full force and effect.

ARTICLE 39 -MANAGEMENT RIGHTS CLAUSE

Except as may be expressly abridged by specific provisions of this Agreement and applicable law of the Commonwealth, the City of Chicopee retains all management

powers granted to it by law, specifically but not limited to the right to hire, discipline, or discharge for cause, lay off, promote, transfer, and assign its Employees; to promulgate rules and regulations; to assign duties to the work force; to implement GPS in City-owned equipment and/or vehicles; to organize, enlarge, discontinue or reduce the work force or any of its subdivisions; to introduce new or improved facilities, and to otherwise carry out and execute the ordinary and customary management functions of the City. The foregoing listing is not to be construed as expressing or implying any decreasing order of importance and is not all-inclusive.

ARTICLE 40 - NO STRIKE CLAUSE

Section 1. The Union and the Employer agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union and the Employees within the Bargaining Unit, both individually and collectively, in consideration of the value of this Agreement and its terms and conditions will not strike during the term of this Agreement or during the negotiation of a successor agreement. The Employer, on its part, agrees not to conduct a lockout during the term of this Agreement or during the negotiation of a successor agreement.

Section 2. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other Employers or Unions) who are not signatory parties to this Agreement.

Section 3. Any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under this Agreement.

ARTICLE 41 - UNION BUSINESS

Section 1. The Employer agrees that upon written request, any pertinent information necessary to administer the terms of this Agreement will be provided within a reasonable period of time.

Section 2. One (1) Steward per Department shall be granted one (1) day off per year with pay to attend the Union's Annual Stewards Seminar. Any others may utilize their personal days.

Section 3. An authorized Union Representative will be allowed on the Employers premises for purposes of investigating grievance complaints. The Union agrees that in doing so it will endeavor to cause as little interruption of the Employee's work time as possible. Whenever possible this may be conducted during working hours.

Section 4. Time off without loss of wages, benefits or other privileges shall be granted to the Union Negotiating Committee members not to exceed five (5) members and two (2) alternate members to participate in negotiation sessions. The Union agrees to notify the Employer as to the appointment of these negotiation committee members. Negotiations are to be scheduled at mutually agreeable reasonable times.

Section 5. Union officers and members of the Bargaining Unit Grievance Committee (Stewards) shall be granted time off from duty with no loss of pay or benefits for all meetings between the Employer and the Bargaining Unit, and for the purpose of processing grievances, when such activity takes place at a time during which such Employee is scheduled to be on duty.

ARTICLE 42 - SAFETY

Section 1. It is the Employer's intent to provide a safe and reasonably comfortable work environment for all Employees.

Section 2. The Employer shall endeavor to conduct monthly departmental safety meetings with a member appointed by the Union.

ARTICLE 43 - WORKLOAD DISTRIBUTION

It is the intent of the Employer, subject to the Grievance Procedure section of this Agreement, to distribute workloads equitably among Employees within their departments and classifications.

ARTICLE 44 - MINIMUM STANDARDS

No Employees shall, as a result of this Agreement, suffer any reduction in wages, nor lose any hours, working conditions or existing privileges previously granted by the Employer. Further, this Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits on a unilateral basis throughout the Bargaining Unit so long as such granting is not otherwise violative of this Agreement or state or federal law. Both parties agree that this Article is not intended for abuses nor will it be used to perpetuate abuses.

ARTICLE 45 - INTERPRETATION OF AGREEMENTS

Section 1. The only persons qualified to interpret this Agreement on behalf of the Union shall be officers of the Union who participated in the negotiations or their successors.

Section 2. The Union shall be responsible for the actions of its officers, agents and Stewards, and the Employer shall be responsible for the distribution of Union contracts to their appointing authorities and department heads and shall be responsible for Supervisor's actions who are not members of the Bargaining Unit.

ARTICLE 46 - NO INDIVIDUAL AGREEMENTS

Section 1. The Employer agrees that it will not enter into any individual Agreement with any Employee covered by this Agreement which is contrary to the terms of this Agreement, and will cancel all such Agreements now in existence.

Section 2. The waiver by either party of any provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

ARTICLE 47-TRAVEL

Effective upon signing of this Agreement, Employees who are required to use their personal vehicle in the performance of their job duties, shall be compensated at the rate established by the Internal Revenue Code as of July 1 of the respective calendar year.

ARTICLE 48 - SUBSTANCE ABUSE PROGRAM

Random Drug and Alcohol Testing: The Random Drug and Alcohol Policy established between the City and Police Unions (Appendix E) is made a part hereof and incorporated herein and is to be part of this Collective Bargaining Agreement.

Section 1. The purpose of this program is to establish the fact that the City of Chicopee and its Employees have the right to expect a drug free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency.

Section 2. No initial drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing shall only be permitted when there is both reason to suspect drug and alcohol use and evidence that this suspected use is affecting job performance. It is recognized that drug and alcohol testing constitutes an investigation, and therefore, the Employee's Weingarten rights apply with regard to all drug and alcohol testing issues. Alcohol testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate alcohol testing shall be permitted and the results of such testing shall be held in confidence, subject to the Review Committee's decision as hereinafter provided.

Section 3. The Mayor, Appointing Authority, or designee in the Appointing Authority's absence shall provide a suspected Employee and the Union, if applicable, with a written report evidencing their reasonable suspicion within a reasonable time in advance of the proposed test.

Section 4. The Employee may initiate a review of the directive to submit a test sample. The directive shall be reviewed by a committee of four (4), comprised of two (2) full time paid Union officials, a member of the City Law Department; and an individual with training in drug/alcohol agreed upon by both Union and management.

Section 5. The committee will review evidence brought against the suspected Employee, and only after a majority of members of the committee vote to uphold the evidence shall testing be required. Three (3) or more members shall constitute a quorum.

Section 6. The Employee shall be provided with a test sample at the time the testing is conducted. Testing to be performed is to be the more expensive, highly accurate nature, so as not to subject the Employee to more stress and embarrassment of a false positive result of the less expensive test.

Section 7. The parties shall ensure the confidentiality of testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and Union officials with a compelling need for this information.

Section 16. If drug testing is warranted, an Employee may voluntarily participate in a rehabilitation program as a substitute for the said permitted three (3) month random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Section 17. Except as to a grievance that the review committee has not followed the procedures outlined in this Article, the decision of the review committee to require alcohol and drug testing shall be final and binding and not subject to the grievance and arbitration procedure. The test sample taken from the Employee shall be secured by the City Physician, the nurse practitioner or a testing laboratory designated (and) by the City and the Union. Failure to provide the test sample as directed will result in disciplinary action.

Section 18. In the event that the test proves negative, the Employee will be paid double time for all time used in this process.

Section 19. Rehabilitation programs shall be mandatory to Employees with confirmed positive results or to any Employee admitting to drug usage. Employees who successfully complete a rehabilitation program shall be guaranteed no disciplinary action and the right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

Section 20. It is the intention of this Article that an Employee who is found to test positive on the drug screening shall be treated as an Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the City to be reviewed by the physician designated by the City for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an outpatient or inpatient basis. The Employee may utilize sick days for such inpatient programs. Leaves of absence without pay for reasonable such periods will be allowed. The Employee shall be expected to comply with all requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

Section 21. The Employee agrees to submit to random urinalysis testing at the discretion of the City for a period of one (1) year after returning to work after commencing said program. If any test during this period yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

Section 22. The City shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

Section 23. It is agreed that the parties will make every effort to protect privacy and confidentiality. The parties will develop a specific plan to protect privacy.

Section 24. City will not implement a testing program until an Employee Assistance Program is in place.

Section 25. Employees' rights under this program are subject to applicable Federal and State Laws.

ARTICLE 49-SICKLEAVE BANK

Section 1. A sick leave bank shall be established for those Employees who elect to participate. It shall be established per the following:

- A. Employees who elect to participate shall donate two (2) sick days each year for the first three (3) consecutive years they participate and one (1) day each year thereafter that they elect to participate.
- B. The amount of hours considered to be in a working day shall be based on their regular work schedule.
- C. Donation shall be calculated on an "hour for hour" basis and shall not include overtime, longevity, clothing, etc.
- D. To be eligible for leave an Employee must provide medical documentation as to the need, such as long-term illness/injury of not less than thirty (30) calendar days. Further, the Employee must be a participant in the bank for not less than ten (10) months. Employee must provide regular updates to the Committee and the City, and/or updates as requested by the Committee and City, on the progress of his/her medical condition and expected date to return to work. Failure to provide detailed and timely information may disqualify the Employee from requesting additional time.
- E. Only participating Laborer's Bargaining Unit Employees may request leave from the bank and may make donations to the bank.
- F. An Employee must first exhaust his/her personal, sick leave, and vacation time before drawing from the bank.
- G. Employees may elect to participate or withdraw only during the month of January.
- H. All medical information must remain confidential at all times. Medical information must be communicated through Human Resources to the Committee and stored by Human Resources.
- I. The Committee will provide all necessary information and conclusions of their determinations as requested by Human Resources.
- J. All donations and expenditures of the bank shall be calculated by the City Auditor. The Auditor will provide Human Resources and the Committee an annual report on donations and expenditures, or upon request.

Section 2. A Committee shall oversee the sick leave bank and approve or disapprove in writing all requests in a fair and equitable manner. The Committee shall be comprised of five (5) participating Laborer's Bargaining Unit Employees who shall be elected every three (3) years. Should a vacancy occur, there shall be an election to fill the vacancy.

Section 3. It is understood that the sick leave bank shall be funded and overseen by the Laborer's Bargaining Unit.

Section 4. An Employee who discontinues his/her participation shall not be eligible for a refund. Should the Employee later decide to participate in the bank, the Employee shall enroll as new and donate days as per Section 1.

Section 5. Said requests shall not be unreasonably denied. Provisions of this Article shall not be subject to the grievance and arbitration provisions of the Agreement.

Section 6. In the cases of any catastrophic/terminal illness for a participating member of the bank, participating Employees may donate an additional two (2) days of sick time up to a total of 180 days for any on participating member, subject to the approval of the Sick Bank Committee.

Section 7. At no point shall a total expenditure from the bank exceed six (6) months in any year to any one Employee. The year shall be calculated from the first use of a sick day from bank.

Section 8. Sick Leave Buy Back - Employees may voluntarily participate in a sick leave buyback program in which, prior to the start of a sick leave computing year, an Employee would indicate in writing his/her intention to participate in the following program:

- A. Up to five (5) sick leave days would be purchased back for said twelve (12) month period if, after said twelve (12) month period, fewer than three (3) sick leave days have been utilized.
- B. If zero (0) sick days used, five (5) days purchased at fifty-five percent (55%).
- C. If one (1) sick day used, two (2) days purchased at forty-five percent (45%).
- D. If two (2) sick days used, one (1) day purchased at thirty-five percent (35%).
- E. If three (3) or more sick days used, no days purchased.

ARTICLE 50 – STATUTORY LEAVES

The City agrees to abide by the provisions of the Domestic Violence Leave Act and the Parental Leave Act. The provisions of said Acts are posted in each City building.

ARTICLE 51 – VEHICLE MONITORING

SECTION I: The Union agrees to the installation and activation of a global positioning system (GPS) in any or all City-owned vehicles and equipment for the purpose of further enhancing efficiency and quality of delivery of services to City residents. The City agrees to notify the Union in advance of said installation and activation.

SECTION II: It is understood that disciplinary actions against and excessive monitoring of City employees is neither the primary purpose, nor the intended result of the implementation of the GPS system. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based upon independent supporting facts, gathered before or after the GPS information, which comport with the just cause standard.

SECTION III: The use of GPS is not intended to result in any reduction in the bargaining unit. The City shall not seek to eliminate positions, specifically as a result of the use of GPS.

SECTION IV: The Union shall have access to any and all GPS reports and/or data that is directly related to a disciplinary action, upon written request. The requests are limited to reports generated within twenty-four (24) hours before and after the date/time of an applicable infraction, unless the City is utilizing a longer time period for purposes of the discipline in which case the Union will be entitled to the reports generated within the

applicable time period.

SECTION V: Attempts by members to mask, disable, or damage the GPS devices and/or equipment will be dealt with in accordance with the just cause standard.

SECTION VI: The City agrees to individually inform all employees within a specific department of the installation of GPS on any or all of its vehicles and/or equipment. Following this notice, both parties agree that no employee shall be allowed to contest an employment action based upon their lack of knowledge of the GPS installation.

ARTICLE 52 – MISCELLANEOUS

The City may reopen the collective bargaining agreement to discuss changes in the health insurance.

The City may require the direct deposit of all employment checks for each Employee after not less than ten (10) days notice.

ARTICLE 53 - DURATION

This Agreement shall be effective July 1, 2017 and shall be in effect until June 30, 2019.

A successor collective bargaining agreement of one year, July 1, 2019 – June 30, 2020. The parties will negotiate over wages and other terms and conditions of employment of the successor agreement following the issuance of the Wage Study but in no event earlier than December 1, 2018.

If negotiations for a successor Agreement are not completed by June 30, 2017 the provisions of this Agreement will remain in force and effect until said successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this _____ day of _____, 2018.

Richard J. Kos, Mayor
CITY OF CHICOPEE

Daniel P. Clifford, President
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1459

APPROVED AS TO FORM:

Marshall T. Moriarty
CITY SOLICITOR
Assoc. Solicitor

APPROVED AS TO FUNDING:

Sharyn Riley
AUDITOR

**ADDENDUM A
HOURLY RATE**

Effective Upon Ratification

2% Increase

Grade	Step 1 Step (00)	Step 2 Step (0)	Step 3 Step 1	Step 4 Step 2	Step 5 Step 3	Step 6 Step 4	Step 7 Step 5	Step 8 Step 6
3L	12.89	13.16	13.69	14.51	15.05	16.69	17.02	17.36
4L	13.40	13.68	14.23	15.06	15.56	17.23	17.57	17.92
5L	13.88	14.17	14.74	15.52	16.10	17.75	18.11	18.47
5L + \$5.00	14.0050	14.2950	14.8650	15.6450	16.2250	17.8750	18.2350	18.5950
6L	15.01	15.32	15.94	16.12	16.63	18.82	19.20	19.58
7L	15.39	15.71	16.34	17.16	17.68	20.00	20.40	20.81
8L	16.39	16.72	17.39	18.22	18.74	20.39	20.80	21.22
9L	16.88	17.22	17.92	18.76	19.27	21.08	21.50	21.93
10L	17.38	17.73	18.45	19.28	19.80	22.22	22.66	23.11
11L	20.85	21.28	22.15	22.46	22.78	23.06	23.52	23.99

Effective July 1, 2018

2% Increase

Grade	Step 1 Step (00)	Step 2 Step (0)	Step 3 Step 1	Step 4 Step 2	Step 5 Step 3	Step 6 Step 4	Step 7 Step 5	Step 8 Step 6
3L	13.15	13.42	13.96	14.80	15.35	17.02	17.36	17.71
4L	13.67	13.95	14.51	15.36	15.87	17.57	17.92	18.28
5L	14.16	14.45	15.03	15.83	16.42	18.11	18.47	18.84
5L + \$5.00	14.2850	14.5750	15.1550	15.9550	16.5450	18.2350	18.5950	18.9650
6L	15.31	15.63	16.26	16.44	16.96	19.20	19.58	19.97
7L	15.70	16.02	16.67	17.50	18.03	20.40	20.81	21.23
8L	16.72	17.05	17.74	18.58	19.11	20.80	21.22	21.64
9L	17.22	17.56	18.28	19.14	19.66	21.50	21.93	22.37
10L	17.73	18.08	18.82	19.67	20.20	22.66	23.11	23.57
11L	21.27	21.71	22.59	22.91	23.24	23.52	23.99	24.47

APPENDIX D - CLASSIFICATIONS

(The Grades for the positions shown may be, in actuality, different due to documented negotiations.)

CENTRAL MAINTENANCE GARAGE

MEO Repairman 11L

CITY HALL MAINTENANCE (MESSENGERS)

Laborer..... 4L
 Junior Building Custodian..... 4L
 Building Maintenance Craftsman..... 4L

COUNCIL ON AGING

Part-time Driver 3L
 Janitor 4L

DPW – FORESTRY

Forestry Foreman/Tree Climber..... 9L
 Public Works Maintenance Man 4L

DPW – HIGHWAY

Building Custodian 4L
 Heavy MEO 10L
 Laborer..... 4L
 Maintenance Man..... 5L
 DPW Maintenance Craftsman..... 6L
 Special MEO..... 8L
 Working Foreman 11L
 Construction Foreman 9L

DPW – PARKS DEPARTMENT

Grounds Maintenance Craftsman..... 6L
 Heavy MEO 9L
 Laborer..... 3L
 Parks Maintenance Craftsman..... 4L/5L
 Maintenance Carpenter/Laborer..... 6L
 MEO/Laborer Without License..... 4L/5L
 MEO/Laborer With License..... 5L
 Public Works Maintenance Craftsman..... 6L
 Working Foreman 11L

DPW – SANITATION & RECYCLING

Laborer..... 3L/4L
 MEO/Laborer..... 5L
 Special MEO/Laborer 6L
 Working Foreman 11L
 Landfill Monitor..... 4L

STEP CHANGES: For future promotional purposes,
 A 5L3 to a 6L2 will increase to a 6L3. A 9L3 to a 10L2
 will increase to a 10L3.

License paid Journeyman Electrician.....\$85

MEO/Repairman 11L

LIBRARY

Junior Building Custodian 4L
 Maintenance Craftsman 6L

WATER DEPARTMENT

Inventory Coordinator 9L
 Foreman/WSMM..... 9L
 Heavy MEO..... 9L
 Special MEO 10L
 Water System Maintenance Man..... 4L
 Water System Maintenance Man..... 5L
 Water System Maintenance Man assigned
 to Hydrant..... 7L
 Water Meter Repairman 9L
 Water Meter Repairman/Foreman 9L
 Water Treatment Plant Operator..... 9L

WATER POLLUTION CONTROL FACILITY

Collection System

Head Operator 10L
 Working Foreman..... 11L
 Special MEO 8L

Flood Control

Chief Pump Station Operator..... 10L
 MEO Repairman..... 8L
 MEO Maintenance Man 5L
 Temporary Laborer..... 3L

WWTP

Chief Pumping Station Operator 10L
 Head Pump Station Operator..... 9L
 Head WWTP Mechanic..... 11L
 Mechanic 10L
 WWTP Repairman 8L
 WWTP Operator..... 10L
 WWTP Repairman 8L
 Maintenance Man 5L
 Attendant 6L
 Mechanical/Electrical 11L

FIRE DEPARTMENT

APPENDIX C
COMMERCIAL DRIVERS LICENSE (CDL) PROGRAM POLICY

City of Chicopee Policy Regarding the Use by Employees of Alcohol, Illegal Drugs, and Prohibited Controlled Substances.

The City of Chicopee has an undeniable obligation to our fellow Employees and to the public at large to provide a safe and healthy workplace and to operate the safest possible vehicle used within the City of Chicopee requiring a CDL designation.

The Personnel Director is designated as the responsible person to answer any questions in matters involving these rules and regulations. As set forth by the Federal Government and Department of Transportation - Part 382 and Part 40, for Fleet Safety Compliance, the use of alcohol or controlled substances is absolutely alien to any reasonable notion of a safe workplace and a safe public service. It is absolutely unacceptable and will not be tolerated on City property or on City time.

Having a workforce which never mixes alcohol, illegal drugs or controlled substances with the operation of any vehicle or with any other safety sensitive occupational activity has always been the policy of the City.

Our fellow Employees, citizens and officials of the City of Chicopee in which we do business, demand we assure them that we regularly and effectively communicate this policy. We must satisfy this demand.

In implementing this policy, the City of Chicopee promulgated a body of rules and procedures which enforces our objective of a DRUG FREE WORKPLACE and which comply with the various federal, state and local statutes and regulations which apply to each of our operations. Subject to differences in these various statutes and regulation, and as a result of the requirements of collective bargaining, these core principles will be enforced throughout the City of Chicopee.

1. No Employee may engage in a sensitive safety occupational activity with alcohol, illegal drugs or any prohibited controlled substance in his or her system.
2. The City will take all necessary and appropriate measures to assure that no individual will be hired who is known to currently abuse alcohol or controlled substances.
3. An Employee who is required to and who refuses to cooperate in a breath alcohol or prohibited controlled substance test will be immediately removed from duty and may be terminated.
4. An Employee who fails to pass an alcohol or prohibited controlled substance test FOR THE FIRST TIME AS A CITY EMPLOYEE will be removed from duty and will not be allowed to return to duty until successfully completing any required rehabilitation program and passing a new test.
5. Where available evidence warrants, the City will bring matters of illegal drug or alcohol use to the attention of appropriate law enforcement authorities.

6. Possession, consumption, sale, purchase or transfer, or negotiation of the sale, purchase or transfer by an Employee of alcohol or a controlled substance while on City time or property will result in termination.

7. Violation by an Employee of any law involving the possession, consumption, sale, purchase, or transfer of alcohol or controlled substances while on City time or property will result in termination.

8. Violation by an Employee of any law involving the possession, consumption, sale, purchase, or transfer of alcohol or controlled substances while off duty may result in discipline, up to and including termination, depending upon the underlying facts.

9. Employees performing any sensitive safety occupation activity on physician prescribed medication must notify a designated Employer official if there is any possibility that such medication could affect job performance and safety.

10. The City will educate and inform its Employees about the health and safety consequences, including the effects on job performance, of alcohol and controlled substances abuse.

DRUG AND ALCOHOL SCREENING

Section 1. Prohibited Substances: The presence, as evidenced by the results of a test performed on an Employee's urine and/or breath analysis of any of the following substances is prohibited. The Employee will be immediately released from duty until seen by a substance abuse professional and treatment is prescribed.

- A. Alcohol (.04% urine alcohol concentration level);
- B. Marijuana (Metabolites);
- C. Cocaine;
- D. Heroin;
- E. Opium or opiates;
- F. Phencyclidine (PCP);
- G. Amphetamines or methamphetamines;
- H. Other controlled substance, or;
- I. A prescription drug for which the Employee does not have a current, valid, personal prescription or which is not authorized or approved for use while operating a motor vehicle.

Section 2. Random Screening: A covered Employee shall be subject to submit to a drug screening on an unannounced and random basis resulting from the selection by a random generation methodology.

Section 3. Reasonable Cause: For the purpose of this Appendix, reasonable cause shall be defined to include:

- A. The involvement by an Employee in a motor vehicle accident while operating a City vehicle when such accident results in property damage or personal injury, except when the Supervisor determines that the Employee could not reasonably have prevented the

accident;

B. The involvement by an Employee in a workplace accident when such workplace accident results in an injury to an Employee, except when the Supervisor can determine that the Employee could not reasonably have prevented the accident, or;

C. The observed conduct of an Employee on Employer time or property which the Supervisor reasonably determines to be suspicious or extraordinary for that Employee (e.g. physical symptoms including but not limited to slurred or other abnormal speech, irregular or unsteady gait, flushed or agitated appearance, bloodshot eyes, dilated pupils, nonsensical or irrational behavior or the smell of alcohol or marijuana).

Section 4. Compliance With Screening Requirement: An Employee required by the Supervisor to submit to a fitness for duty drug and alcohol screening shall immediately comply with such request or be subject to discharge. Failure to proceed directly to the screening facility or to cooperate with personnel at such facility or to complete all required paperwork shall be examples of non compliance and shall subject an Employee to discharge.

Section 5. Specimen: Normal screening methodology will be urinalysis for drug testing and breath for alcohol.

Section 6. Temporary Suspension: An Employee required to submit to a fitness for duty drug and alcohol screening shall be placed on temporary suspension pending receipt by the Employer of the results of that screening, normally within two (2) weeks. An Employee whose fitness for duty drug and alcohol screening produces a negative result for the presence of a prohibited substance shall be immediately returned to work and made whole for wages lost while on suspension. Every effort will be made to expedite testing results for those employed that are being tested for fitness for duty other than random.

Section 7. Witness: An Employee required to submit to a fitness for duty drug and alcohol screening may request that a Steward or other Employee be allowed to accompany him/her throughout the process except when a urine specimen is being provided. Except when no other Employee is available, the Employer shall comply with such request.

Section 8. Employee Privacy vs. Security: No Employee shall be required to fully disrobe at any time during a fitness for duty drug and breath alcohol screening, nor to be observed while providing a urine specimen. An Employee may be required to remove a coat, jacket, sweater, hat or other outer wear and to empty his/her pockets prior to providing a urine specimen, and he/she may be prohibited from having any purse, pouch, bag, backpack, lunch pail, briefcase, or other article in his/her possession while a urine specimen is being provided.

Section 9. Designated Medical Facility: The City shall designate the medical facility to be used for the collection of the breath or urine specimen; provided, however, that the designated facility shall possess all required licenses and permits and shall have a written procedure for ensuring Employee privacy, health and safety and the security and chain of possession of fluid samples. Such written procedures shall be available to an affected Employee, and the City may discontinue use of any facility it determines has materially

violated its written procedures so that an Employee's health is not threatened or the accuracy of a screening compromised.

Section 10. Designated Screening Laboratory: The City shall designate the laboratory to which collected fluid samples will be forwarded for drug screening; provided, however, that such designated laboratory shall possess any required relevant licenses and permits and shall have a written procedure for ensuring the security and chain of possession of fluid samples, and for ensuring the quality of its testing equipment procedures and personnel and the accuracy of its work and for the confidentiality of its records and results. Further, such designated screening laboratory shall have the personnel and the equipment and the methodology to perform the following tests for drugs:

- A. Enzyme-immunoassay (EMIT) for drug screening only;
- B. Gas Chromatography/Mass Spectrometry (GC/MS) for drug screening only.

Section 11. Screening Procedure: The designated screening laboratory shall use an immunoassay or other accepted method of initial screening of all fluid samples. All positive results of initial screenings shall be subjected to a GC/MS confirmatory test and reported to the City as positive.

Section 12. Record of Negative Screen: An Employee required to submit to a drug and alcohol screening as provided in this Appendix and whose screening results are negative shall have his/her personnel file documented to reflect this negative result.

Section 13. Positive Screening Results/First Occurrence: The Medical Review Officer (MRO) shall follow the guidelines set forth in Fleet Safety Compliance, section 40.33, article C and D. An Employee whose fitness for duty drug and alcohol screening produces a positive result for alcohol or a prohibited substance as defined in Section 1 of this Appendix, and who has no prior positive screening result on his/her record shall be subject to the following:

A. If the substance found to have produced the positive result is marijuana (metabolites), the Employee will be placed on an unpaid rehabilitation suspension until:

1. he/she presents evidence of his/her attendance at a substance abuse counseling session conducted by a licensed physician or by a counselor at a licensed substance abuse rehabilitation facility, and;
2. he/she submits to a second fitness for duty drug and alcohol screening at the City's expense which produces a negative result, and;
3. he/she signs the City's Post-Rehabilitation Return to Work Agreement which is attached to and expressly made a part of this Agreement.

B. An Employee placed on unpaid rehabilitation suspension as provided in paragraph A of this Section must satisfy the provisions of subparagraphs 1, 2, and 3 of that paragraph within ninety (90) days from the commencement of his/her rehabilitation suspension. This time period may be extended by mutual agreement with the Union and the City of Chicopee for justifiable reasons. An Employee failing to do so shall be deemed to have abandoned his/her job and he/she shall be terminated.

C. If the prohibited substance is anything other than marijuana (metabolites) or prescription drugs as provided in Section 1 of this Appendix, the Employee shall be placed on an unpaid rehabilitation suspension until:

1. he/she presents evidence of his/her having enrolled in and successfully completed at his/her expense a rehabilitation program approved by the Employer and Substance Abuse Professional, and;
2. he/she submits to a second fitness for duty drug and alcohol screening at his/her own expense which produces a negative result, and;
3. he/she signs the Employer's Post-Rehabilitation Return to Work Agreement which is attached to and expressly made a part of this Agreement.

D. An Employee placed on unpaid rehabilitation suspension as provided in paragraph C of this Section must satisfy the provisions of subparagraphs 1, 2, and 3 of that paragraph not later than ninety (90) days from the commencement of his/her rehabilitation suspension. This time period may be extended by mutual agreement with the Union and the City of Chicopee for justifiable reasons. An Employee failing to do so shall be deemed to have abandoned his/her job and he/she shall be terminated.

Section 14. Prohibited Prescription Drugs: An Employee who is found to be using prohibited substances as described in Section 1 of this Appendix shall be placed on thirty (30) days unpaid disciplinary suspension following the first (1st) offense and shall be returned to work only upon signing the Employer's Post-Rehabilitation-Return to Work Agreement. Such Employee shall be discharged following any subsequent offense or for failure to comply with any of the terms of this Post-Rehabilitation-Return to Work Agreement.

Section 15. Return-To-Work Agreement: An Employee who is returned to work as provided in Section 13 of this Article and who fails to comply with any of the terms of this Post-Rehabilitation Return To Work Agreement shall be subject to discharge.

Section 16. Positive Drug Screen/Second Occurrence: An Employee who is required to undergo a return to duty drug and alcohol screening and whose screening produces a positive result for prohibited substance as defined in Section 1 of this Appendix and who has a prior positive screening result on his/her record shall be discharged.

RICHARD J. ABDOW, PRESIDENT
UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1459 AFL-CIO

RICHARD KOS, MAYOR
CITY OF CHICOPEE
DATE: JUNE 1999

APPROVED AS TO FORM:
SUSAN PHILLIPS, CITY SOLICITOR

POST REHABILITATION RETURN TO WORK AGREEMENT

1. I understand that my previous job performance warrants close supervision for an extended period of time upon my return to work and I will accept such supervision as a constructive part of my recovery.
2. I understand that upon return to work I must meet all established standards of conduct and job performance and that I will be subject to discharge as the Employer's disciplinary procedures for any failure to meet those standards.
3. For a period of one (1) calendar year, or any other time as determined by the Employer and the Union, after the date of reinstatement to my position will be subject to random drug tests at the sole discretion of the Substance Abuse Professional. The Employer shall pay the cost of such tests as well as all time spent by me in submitting to such examinations.
4. I agree that I shall cooperate fully with any and all that the Employer requires to submit to any random drug or alcohol tests. I further acknowledge and understand that if I fail to cooperate fully or to submit to such drug or alcohol tests when requested, such failure will be cause for immediate termination.
5. I understand that I will be subject to the stated rules and conditions for twelve (12) calendar months or any further period as determined by the Employer and the Union. Upon completion of the twelve (12) calendar months or more, the provisions of paragraphs 3, 4 and 5 of this Post Rehabilitation Return To Work Agreement shall become null and void.
6. If after this Post Rehabilitation Return To Work Agreement has lapsed a second incident arises involving a positive reading from a drug/alcohol screen, will be terminated.

I understand and agree that my reinstatement and continued employment are contingent upon my satisfying all of the above rules and conditions of employment and that my failure to do so subjects me to immediate termination of my employment.

Signature: _____

Date: _____

Supervisor/Division Manager

Appendix E

This Policy shall supersede any conflicting policies or practices within the UFCW Local 1459 Laborers Union relative to Random Drug and Alcohol Testing and shall, however, be construed and applied in a manner consistent with the Collective Bargaining Agreement.

City of Chicopee, UFCW Local 1459, Laborers Union

RANDOM DRUG AND ALCOHOL TESTING

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I. INTRODUCTION

1.1 The City of Chicopee, UFCW Local 1459, and Laborers Union, recognize that illegal drug use and abuse/misuse of alcohol by Members of the City pose a real and immediate threat to the public welfare and to employees of the department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is to detect and prevent illegal drug use, controlled substance and alcohol misuse and abuse and to assist in the rehabilitation of Members whenever possible. Wherefore, the parties recognize that drug and alcohol testing, including random drug and alcohol testing, as a condition of employment, are reasonable measures to assure that the work place force is free of all illegal drug use and abuse/ misuse of alcohol by Members and to maintain and continue the public confidence in its police department and its personnel. The following procedures provide the department with reasonable measures to ensure drug and alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

II. EDUCATION

2.1 Reserved

III. EMPLOYEE ASSISTANCE PROGRAM

3.1 The City of Chicopee, UFCW Local 1459, and Laborers Union participate in an Employee Assistance Program (EAP) which is available twenty-four (24) hours a day, seven (7) days a week. This program is for the benefit of all Members. Voluntary participation, which is participation because a Member believes he or she may benefit by attending meetings at the EAP, is confidential and is optional for the Member.

IV. CONFIDENTIALITY

4.1 The City through the Human Resource Department shall advise all participants in the collection, testing, and reporting process of their responsibility to protect Member privacy and to maintain the confidentiality of all drug and alcohol test results. The Human Resource Department shall maintain all correspondence, notes, reports, testing records and other documents pertaining to substance abuse testing in a locked, secure location, and limit access to those records to Department Heads.

4.2 Except as required by law, all information concerning a Member's drug and alcohol tests shall remain confidential for all purposes

other than determining and defending disciplinary action.

- 4.3 With the exception of determining and defending disciplinary action or as required by law, all City personnel shall maintain Member privacy and confidentiality concerning all alcohol and drug test results.
- 4.4 No Department personnel shall have access to information about the identity of Members selected for testing and the designated test date and time.
- 4.5 Notwithstanding the foregoing, upon request by the Member or the Member's union representative with written authorization from the Member, the Human Resource Department shall provide copies of all laboratory reports, test results, forensic opinions, laboratory work sheets, procedure sheets, and/or laboratory procedures.

V. DEFINITIONS

- 5.1 Controlled Substance - any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of "Controlled substance" in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids). The term does not include the use of prescribed drugs, which have been legally obtained and are being used by the individual for whom they were prescribed in accordance with the prescription and for the purpose for which they were prescribed.
- 5.2 Illegally-Used or Improperly Used Drugs - any prescribed drug which is legally obtainable but has not been legally obtained or is not being used as originally prescribed, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA, fentanyl), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue), being used for other than their intended purpose.
- 5.3 Alcohol - colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
- 5.4 Department Property - includes buildings, offices, facilities,

equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the Department. It also includes any other site at which business of the Department is transacted whether on or away from Department owned, loaned, or leased property.

- 5.5 Drug Paraphernalia - any item that is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a controlled substance.
- 5.6 Under the Influence of an Unauthorized Controlled Substance. Illegally-used drug and/or Alcohol - The presence of a .04 alcohol content or greater, or a verified positive drug test, at levels specified by the Substance Abuse and Mental Health Services Administration (SAMHSA), for an unauthorized controlled substance or an illegally-used drug.
- 5.7 Medical Review Officer (MRO) - The City's Medical Practitioner, or his properly certified designee, shall serve as the Medical Review Officer under this policy.
- 5.8 Member - Any and all individuals represented by the City of Chicopee, UFCW Local 1459 and the Administration and Labor Unions.
- 5.9 The Contractor(s) - A third party contractor(s) that is responsible for administering the departments Alcohol and Drug Testing Program, or any portion thereof. Duties of a contractor may include randomly selecting the Testing groups, collecting specimen at testing sites or other collection locations designated by the Department, storing specimens, and/or performing testing of specimens.

VI. AUTHORIZED USE OF PRESCRIPTION MEDICINE

- 6.1 Members undergoing prescribed medical treatment with any drug must inquire of their medical provider whether such drug can potentially affect the member's ability to perform the job safely. If advised that such drug can potentially affect the member's ability to perform the job safely, or if the medical provider is uncertain about the drug's potential impact on the member's ability to perform the job safely, the member must immediately report the drug prescribed to the Department Head and a determination will be made as to the Member's ability to perform his duty.

VII. PROHIBITED CONDUCT

The following conduct by Members is prohibited:

- 7.1 Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally-used drug, drug paraphernalia, or alcohol on City property, on City business, in City supplied vehicles, or vehicles being used for City purposes, or during working hours
- 7.2 Unauthorized storage in a desk, locker, or other repository on City property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol
- 7.3 Possession of any illegally-used drug, controlled substance, drug paraphernalia, or an open container of alcohol in a vehicle used by a Member when such vehicle is located on City property
- 7.4 Being under the influence of an unauthorized controlled substance, illegally-used drug or alcohol on City property, on City business, in City supplied vehicles or vehicles being used for City business or during working hours
- 7.5 Possession, use, manufacture, distribution, dispensation or sale of illegally-used drugs or controlled substances while off duty
- 7.6 Intentionally diluting a urine sample
- 7.7 Refusing consent to testing or refusing to submit a breath or urine sample for testing
- 7.8 Failing to adhere to the terms of any Rehabilitation Agreement (Sample Attached) which the Member has signed
- 7.9 Arrest and conviction under any drug or alcohol statute
- 7.10 Failure to immediately notify the City of any arrest and conviction under any drug or alcohol statute
- 7.11 Failure to comply with Section 6.1.
- 7.12 Refusing to sign; a) a receipt for the City's Substance Abuse Policy, b) the Consent and Release Form, c) the Chain of Custody Form, or d) a Rehabilitation Agreement.
- 7.13 Failing a drug or alcohol test.

VIII. REHABILITATION

(See Appendix A) The emphasis of rehabilitation is to deal with the use/abuse and/or addiction and is not designed to preclude discipline for the possession or use of illegal drugs which may be subject to the Chapter 31, section 41-45.

IX. Random Drug Testing

- 9.1 Drug tests will consist of determinations of the presence of controlled substances, illegally used drugs and alcohol as

defined in Section V. Members of the UFCW Local 1459 and the Administration and Labor Unions will be tested for drugs and/or alcohol under the following circumstances:

- (a) Random Testing - In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free and in further recognition that the City has not yet achieved such goal, the Parties agree that the City will implement and maintain a random drug and alcohol testing program. This program will include urinalysis and breath alcohol testing.
- (b) Follow-up Testing - Any Member who has tested positive for alcohol or drugs in violation of this policy will be subject to unannounced follow-up testing for thirty-six months following the date of return to duty.
- (c) Probation Period Testing - All probationary personnel are subject to drug and alcohol testing during their probation period without prior warning and at random intervals. Members who test positive for drugs or alcohol during their probationary period may be subject to termination.
- (d) Condition of Permanent Promotion/Appointment - Any Members who are to be considered for a promotion shall be required to submit to an alcohol and drug test. A negative test result shall be a condition to be considered for a permanent promotion. An employee can decline to be tested and, upon employee's exercising such option, the employee shall forego the permanent promotion in issue.
- (e) Return from Suspension - Members, who have been suspended for a violation of this Policy, will be required to submit to City administered drug and alcohol testing, and must test negative for drugs and alcohol in accordance with the standards in this Policy, prior to his/her return to the Department. Additionally, prior to returning to work the Member must be cleared to return to duty by the City Medical Practitioner.

X. POLICY ENFORCEMENT

10.1 The following section applies only to those Members of the City who have not tested positive for drugs or alcohol in violation of this policy at any point in his or her career and who are participating in the Department's Rehabilitation Program ("the Program") either on a mandatory basis or as a matter of self-referral:

- (a) A Member who has self-referred to the Program but has not violated any provision of the Policy shall not be subject to disciplinary action and his/her participation shall be entirely confidential and not subject to Departments records.

- (b) A Member who has been directed by the City to participate in the Program and voluntarily enters the Program shall not initially be subject to any disciplinary action.
- (c) A Member who has been directed to enter the Program shall be subjected to the following standards and disciplinary actions:
 - 1.) If a Member, who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program he or she shall be suspended for a period of five (5) days for the first offense. Additionally, the Member will be required to participate in the Program for one (1) year from the date of his return from the five (5) day suspension.
 - 2.) If a Member, who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program, he or she shall be suspended for a period of ten (10) days without pay for the second offense. Additionally, the Member will be required to participate in the Program for one-year from the date of his return from the ten (10) day suspension.
 - 3.) If a Member who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program, he or she shall be suspended for a period of twenty (20) days without pay for the third offense. Additionally, the Member will be required to participate in the Program for one-year from the date of his/her return from the twenty (20) day suspension.
 - 4.) If a Member, who is participating in the Program and was directed to do so fails to follow the directives of his/her Rehabilitation Program for a fourth time, the Member shall be terminated for the fourth offense.

10.2 If a Member tests positive for drug or alcohol for the first time or has been deemed to have tested positive under this policy, the Member shall be subject to the following guidelines for

his/her participation in the Rehabilitation Program:

- a) If a Member tests positive for drugs or alcohol for the first time, but has not violated any other provision of this policy, the Members shall be suspended for a period of thirty (30) days except that the thirty (30) day suspension shall be held in abeyance and will be imposed, if at all in accordance with Section 10 (2) (a) (b) and (c) and the Member shall be subject to 10.2 (d) and 10.2(e).
- b) If a Member tests positive for drugs and alcohol for the first time, he or she shall be required to participate in the City's Rehabilitation Program.
- c) If a Member has violated other provisions of this policy in addition to testing positive for drug and alcohol, he or she may be subject to disciplinary action in excess of the thirty (30) day suspension without pay and which may, depending upon the violation or multiple violations include termination.*
- d) If a Member tests positive for drugs or alcohol a second time regardless whether the second time was for the same substance drugs or alcohol, random or reasonable suspicion or failure to comply with the testing protocol which is deemed to be a positive test under this policy, the Member shall be terminated.*
- (e) If a Member, who has tested positive for drugs or alcohol, fails to follow the terms and conditions of his or her rehabilitation agreement the Member may be terminated. *
- (f) If a Member, who has tested positive for drugs or alcohol in violation of this Policy, tests positive for either drugs and alcohol a second time, regardless of whether the second positive test corresponds to the substance that gave rise to the first positive test, the Member shall be terminated.*

*subject to appeal rights as granted by Chapter 31.

- 10.3 If a Member switches or adulterates a urine or breath sample during the testing process or fails to participate, the Member shall be treated as if she or he tested positive.
- 10.4 If a Member is working and has been selected for testing and the Member fails to comply with the testing and its protocol and the testing requirements, the Member shall be treated as if she or he tested positive.
- 10.5 Nothing in this Policy will limit the department head's authority to impose discipline for violation of the Rules and Regulations of the Department not included and covered by this Policy.

XI. Procedures for Drug and Alcohol Testing

11.1 Procedures for Random Testing

- (a) Random on-duty testing will be conducted throughout the year, although the days of the week and the times of the day when testing is conducted and the number of Members tested in any given week will vary.
- (b) The Human Resource Department shall create a list of employees to be tested. The Human Resource Department with notice to the union may change the list of employees to be tested based upon the employees work schedule.
- (c) The Human Resource Department will give the Union thirty (30) days' notice of when the City intends to commence random drug testing.
- (d) The Human Resource Department shall use an established Independent third-party contractor(s) which has clients subject to USDOT regulated testing ("Contractor") to select the employees subject to random testing and administer the testing process. The Human Resource Department shall provide the Contractor a list of employees to be subject to random testing and a schedule indicating when the employees are scheduled to be on duty. The contractor shall independently determine the dates and times of testing. The Contractor shall design the testing program such that the number of drug and alcohol tests each year is at least equal to a total number not greater than thirty-six (36) employees eligible to be random tested from July 1 to June 30 of each year or three (3) per month. The Contractor shall generate a list ("list") of employees to be tested, using a scientifically valid, tamper- resistant, and computer - generated random *number* selection method. This list will be in effect for a seven (7) day period from Monday through Sunday. During the week for which it is generated, the Contractor shall not provide the Department with a copy of the list; but a copy at the end of the seven (7) day test period shall be available to both the Human Resource Department and the Union.

- (e) The following process shall be repeated on each day in which the Human Resource Department conducts random testing:

The Contractor shall advise the Director of Human Resources of the employees selected for testing. Subject to the operating needs of the Department, all of the employees shall be tested. If an employee is not on duty on a particular day, the employee will remain on the list for the duration of the seven (7) day period that the list is effective, and may be tested the next time the employee is on duty. The Director of Human Resources shall contact the employee subject to Random Testing who shall be transported to the testing site by the department head or his/her designee.

- (f) The Director of Human Resources shall maintain as confidential as is reasonable and only notifying those Members in the Department that have a need to know.
- (g) Department Head or his/hers designee will transport the employee or employees to and from the test site.
- (h) The testing shall be limited to three members per month for drugs or alcohol; if the City fails to have three Members tested in a month there shall not be any catch-up provision in the following month(s).

11.2 Collection, Testing and Storage of Specimen

- (a) When conducting testing for prohibited drugs the testing facility will use urine screening. When conducting testing for alcohol use the testing facility will use breath alcohol testing. The designated collector shall collect one urine sample from the Member at the time he collects the breath sample for alcohol testing. A blood sample may be used only in cases when the breathalyzer is challenged by an officer (a suitable specimen must be provided within 30 minutes) and at his/her own expense. The designated collector shall take reasonable measures to provide the Member with privacy while maintaining the integrity of the testing.
- (b) The designated collector shall divide the urine sample into two (2) containers, one for testing and the other for potential re-testing. The Member will place a signed and dated seal over the cap of the specimen containers, place the sealed containers in an envelope, seal the envelope and then sign across the seal. In

the event the Member cannot produce sufficient urine for a split sample (a total of 45 milliliters, 30 for the tested sample, 15 for the untested sample) the specimen collector shall document the inability to produce a sufficient sample. An attempt should be made to have the Member produce a sufficient specimen in accordance with procedures defined by the Contractor. A Member who has not produced a sufficient specimen after three hours shall be referred to the Department's Medical Practitioner for evaluation in accordance with Section 115.

- (c) The designated collector shall retain the samples to ensure chain of custody from the collection site to the location where the Contractor will conduct the actual test.
- (d) In Random Drug Testing, the Contractor shall test the sample for the presence of these five drugs, bases of drugs, or their metabolites: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. In the course of testing for Reasonable Suspicion of Drug and/or Alcohol Use, other drugs or their metabolites may be tested for if their particular use is suspected. The Contractor shall conduct an initial test on the urine sample, as well as a confirmatory test on each urine sample that yields a positive result.
- (e) The City will direct the Contractor to store all confirmatory positive urine samples in an appropriate, properly secured location.
- (f) Breath Alcohol tests will be conducted by a properly qualified test operator using an Evidential Breath Testing device (EBT). A positive test will be followed by a second confirmatory EBT test. The City will direct the Contractor to store breath alcohol results at a level of .04 or greater, in an appropriate, properly secured location.

11.3 Testing of Divided Sample

- (a) A Member who tested positive for a controlled substance(s)/Illegal drug(s) may, within seventy-two (72) hours of being informed of the test result, make a written request to have the untested sample submitted for testing. The Member may have the untested sample tested by the same laboratory as the initial sample, or the Member may select an alternative laboratory. The alternative laboratory must be certified by SAMHSA and must apply the same

testing levels. The untested specimen must be transported directly from the Contractor to the alternative laboratory and the Member must pay any associated costs for this additional test. The Member must authorize the alternative laboratory to provide the test results directly to the Department's Medical Practitioner. If the split sample is tested and results in a negative finding, the City shall reimburse the member for the cost of the re-test.

11.4 Diluted Sample or Inability to provide a Sample

- (a) In the event that a Member does not provide a sufficient breath sample for alcohol testing, or a sufficient urine sample for drug testing, the designated collector will refer the Member to the Department's Medical Practitioner. If the Department's Medical Practitioner determines the Member has a valid reason for inability to provide a sufficient sample, then the Medical Review Officer shall have the discretion to order additional testing to secure a valid sample. If, after consulting with the Member's medical care provider, the Medical Review Officer finds no valid reason for the Member's inability to provide a sufficient sample, then the Member shall be treated as if he tested positive.
- (b) If the Contractor informs the City's Medical Practitioner that a Member provided a diluted sample, then the City's Medical Practitioner shall have the discretion to order additional testing to secure a valid sample.

11.5 Procedure upon a Positive Test Result

Upon a final positive test result, after either reasonable suspicion or random testing, the Department's Medical Practitioner shall meet with the involved member. Such meeting shall provide the member with the opportunity to discuss alternative causes for the positive test. The final decision about the test result shall be made by the Department's Medical Practitioner.

XII. UNION REPRESENTATION

- 12.1 Any Member ordered to undergo alcohol and drug tests under this Policy may request the presence of a union representative during

the test. However, the inability to secure a union representative shall not unduly delay administration of the test, and the union representative shall not interfere with the privacy and integrity of the testing process as prescribed by the Contractor.

12.2 At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results, so long as such inspection and observation do not interfere with the drug and alcohol testing program. The Union may inspect individual test results if the release of this information is authorized by the member involved.

APPENDIX A

City of Chicopee, UFCW Local 1459 Random Drug and Alcohol Testing Agreement

I, _____, enter into this Rehabilitation Agreement with the City of Chicopee and agree to comply with the terms and conditions listed herein:

I agree to remain substance free. This Includes refraining from the use of controlled substances, Illegally-used or improperly used prescription drugs.

I agree that I will comply with all of the terms of the City of Chicopee Drug and Alcohol Free Workplace Policy (The Policy).

I agree that if I have ever tested positive, or if I ever do test positive, for the presence of drugs or alcohol in violation of the Policy, I will be subject to unannounced drug and alcohol testing for thirty-six months from the date of my return to duty.

I understand that I must attend meetings, as administered by the Employee Assistance Program (EAP). Attendance at prescribed rehabilitation programs are not subject to Article 7, Hours of Work and Article 8, Overtime.

I agree that in the event I cannot attend a meeting, I will contact the EAP by telephone at (800) 252-4555 or (800) 225-2527. If I attend any rehabilitation meetings other than those at the EAP quarters, I will get prior approval from the EAP program coordinator. I will maintain a catalog of all substance abuse meetings that I attend, including the name of the group conducting the meeting and the meeting place. I will provide this information to the EAP Program Coordinator.

I understand that if I have been granted a leave of absence for the purpose of participating in a rehabilitation program, then prior to my return I must submit to an administered drug and alcohol test, and test negative for drugs or alcohol in accordance with the standards in this policy. Additionally, I must be cleared by the City of Chicopee to return to duty.

I understand that if I am suspended for any reason during the length of this agreement (separate from any initial thirty day suspension if I have tested positive for drugs or alcohol for the first time), a new twelve (12) month rehabilitation agreement will start upon my return from the suspension.

I understand that failure to follow the terms and conditions of this Rehabilitation Agreement will result in disciplinary action In accordance with the City of Chicopee's Drug and Alcohol Free Workplace Policy.

By affixing my signature below, I hereby agree to the terms of this Agreement and state that I have freely, knowingly, intelligently, and voluntarily entered into this Agreement. I also acknowledge that I was given and exercised a full opportunity to consult with my Union representatives, to review the terms and conditions of this Agreement, and was fairly represented by the Union at all times during the negotiation of this Agreement and its terms.

_____ Date: _____
Print Name of Member

_____ Date: _____
Signature of Member