

COPY

Memorandum of Agreement

between

the City of Chicopee

and

United Food and Commercial Workers Union Local 1459 CHICOPEE MUNICIPAL
LABORERS

1. Add to the CBA the following language: There is established "light duty" for employees on workman'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.

2. Drug and Alcohol Testing: The Random Drug and Alcohol Testing Policy established between the City and Police Unions for Chicopee Police Officers is made a part hereof and incorporated herein and is to be a part of the Collective Bargaining Agreement.

3. Article 5 – Grievance Procedure: Change Step 1 from "Supervisor" to "Department Head".

4. b) ~~(Delete)~~ Sections 9A.4 and 9B.4: Delete "first three (3) months" and insert in place thereof "thirty (30) days"

5. Article 29 – Wages: Delete Section 4D language and insert in place thereof

A) 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.

B) 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.

C) 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 15 working days before the creation of the position. The Union may submit written suggested modifications during the said 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 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.

6. Article 30 – Sick Leave: Add a new paragraph: “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.”
7. 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.
8. Establish a Citywide Building and Maintenance Division to maintain and clean City and school buildings and grounds to be supervised as determined by the Mayor. Union may bargain over the impact. Informational only not to be part of CBA
9. The City proposes a 3 -year agreement beginning July 1, 2014 and ending June 30, 2017.

- 10.. Wage Proposal: FY 2015 a two (2.00%) percent increase in the base
January 1, 2015 if the agreement is ratified on or before March, 23,
2015 or if later then when an agreement is ratified by the body,
FY 2016 a two (2.00%) percent increase July 2015;
FY 2017 a two (2.00%) percent July 1, 2016.

[FY 2015 means (July 1, 2014- June 30, 2015);

FY 2016 means (July 1, 2015- June 30, 2016);

FY 2017 means (July 1, 2016- June 30, 2017)].

----- 10 A. Effective upon ratification amend the step schedule as follows: -----

a) add two (2) new steps to the beginning of the existing step schedule and each new step will be 2.00% less than the current first step; for example a new hire on May 1, 2015 will start at 4.00% below the current (present) first step; and

Effective July 1, 2015

b) add a new top step to the existing step schedule which is two (2%) percent more than the current top step; and

Effective July 1, 2016

c) add a new top step to the existing step schedule which is two (2%) percent more than the existing top step.

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

12. The city may require the direct deposit of all employment checks for each employee after not less than ten days notice.

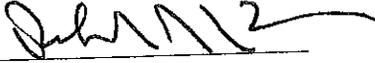
13. Working Foremen shall be re-graded to Grade 11 July 1, 2015.

Subject to appropriation by the City Council.

[NEXT PAGE FOR SIGNATURE ONLY]

Executed as sealed instrument this 27 day of April 2015.

The City of Chicopee



By Richard Kos, Mayor

United Food and Commercial Workers Union Local 1459 CHICOPEE MUNICIPAL
LABORERS



By its ~~President~~

Sec. Treas.



4/30/15
Christina M. Pineda
Law Dept. Approved as to Form