

CHICOPEE POLICE SUPERVISORS

I.B.P.O. Local 440

Effective July 1, 2014 – June 30, 2017

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AGREEMENT

between

THE CITY OF CHICOPEE, MASSACHUSETTS

and

CHICOPEE POLICE SUPERVISORS BARGAINING UNIT

THIS AGREEMENT made by and between THE CITY OF CHICOPEE, MASSACHUSETTS, hereinafter called the City, and the CHICOPEE POLICE SUPERVISORS BARGAINING UNIT, hereinafter called the Union has as its purpose the promotion of harmonious relations between the City 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.

ARTICLE 1
RECOGNITION

The City recognizes the IBPO Local 440 as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, and other conditions of employment for all supervisor personnel in the ranks of Sergeant, Lieutenant, Captain, and Senior Captain in the Police Department of the City of Chicopee, Massachusetts.

ARTICLE 2
UNION REPRESENTATION

- A. 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 interest of such employees without discrimination and without regard to whether or not said employees are bargaining unit members.
- B. The employer agrees that the Negotiating Committee shall be the group within the Union exclusively responsible for conducting negotiations relative to interpretation of this Agreement and with respect to any successor Agreement except where otherwise expressly stated. The Union agrees that the employer need not acknowledge any communication submitted to it other than by, through and under the Negotiating Committee regarding collective bargaining issues, except as otherwise expressly stated herein. The Union shall submit a written list containing the names and departments of the regular members of the Negotiating Committee and of the alternate members of said Committee. There shall be no more than four (4) regular members nor more than two (2) alternate members of said Committee. The employer shall have the absolute right to require the presence of at least two (2) members or alternate members before entering into any bargaining session with the Negotiating Committee. Written notice of any changes in the composition of the Negotiating Committee shall be submitted promptly to the employer, and until such notice is received, the employer may

refuse to recognize any person whose name does not appear on said list or whose name has not been added to said list as above provided.

ARTICLE 3
NON-DISCRIMINATION

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, age, *sexual orientation*, union membership, or activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the employer, its agents nor any supervisory personnel shall discriminate against or discharge any employee because the employee has filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, laws, or conditions of employment. The City of Chicopee is committed to the concept of equal opportunity employment and will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex or national origin. This commitment will be supported by positive practical efforts to ensure equal employment for females and minorities and employment disadvantages in both securing employment and in promotional opportunities at all job levels.

ARTICLE 4
PAYROLL DEDUCTION OF ASSOCIATION DUES AND FEES

A. **Dues**

The City agrees to deduct monthly union dues from the earned wages from each employee within the Bargaining Unit, such amount as determined by the Union. Said deduction to be made in accordance with the provisions of Chapters 463 of the Acts of 1970 and remitted to the Union monthly.

The Union agrees to indemnify and hold the employer harmless from any and all damages and any and all suits, claims, grievances or actions of any kind that may arise concerning any actions taken by the employer to comply with this article.

B. Agency Service Fee

The City agrees to implement and enforce an agency service fee, as a condition of employment, to be paid by all persons who are not members of the Unit, so long as the parties to this contract comply with provisions of Mass. General Laws, Chapter 150E, Section 12, and the rules and regulations of the State Labor Commission. The Unit, or its successor, shall notify the City of the service fee to be charged and the employee within the Union from whom the fee is to be collected.

ARTICLE 5
DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended, or charged in any manner except for just cause, and at any hearing, attendant thereto, the police officer will have an opportunity to have an attorney present on his behalf, at his own expense.

ARTICLE 6
BEREAVEMENT LEAVE

Each employee covered by this Agreement shall be granted leave without loss of pay in the event of a death in the employee's immediate family. Such leave shall be five (5) days for a spouse and child, plus the day of the death and shall be for purposes of attending the services for the deceased. Such leave shall be three (3) days, plus the day of death and shall be for purposes of attending the services of the deceased for the following immediate family members:

Mother	Mother-in-law	Grandmother
Father	Father-in-law	Grandfather
Brother	Brother-in-law	Grandchild
Sister	Sister-in-law	<i>Step children of current spouse</i>
	Spouse's Grandparents	<i>Present step parents</i>
	<i>Son-in-law</i>	<i>Daughter-in-law</i>

Should a longer period than three (3) working days elapse between the death and funeral because of the intervention of a holiday or weekend or because of some similar situation, then the employee shall be granted additional leave as emergency leave.

ARTICLE 7
UNIFORMS AND EQUIPMENT

A. The Chief of the Police Department, or some person under his supervision and control, shall supply the members of the Bargaining Unit, exclusive of their uniform referred to below, with the following items:

1 Club	1 Flashlight
1 Pair of Handcuffs	1 Traffic Belt
1 Revolver	1 Container of Mace
1 Holster	2 Badges

B. Each member of the Union will be given a uniform allowance in the amount of Seven Hundred Fifty Dollars (\$750) per year, payable in one lump sum installments payable on or about August 1st of each year and contingent on completion of active service during each previous year as follows for the purchase, replacement of such items as reasonably necessary, and cleaning of uniforms; provided, however, members of the Union who work in civilian attire may purchase civilian clothes as well as uniforms. Payment will be made in a separate check from regular pay. (per 4/20/05 MOA).

(a) Payment shall be contingent upon the recipient being in the active service of the department. It is the intention of this provision to provide clothing allowance to those Officers who are actually and actively performing their duty as opposed to those who may be absent from duty for such reasons such as extended sick leave, injured on duty pay or pending retirement.

- (b) Payment will be made as follows:
- At least three (3) months - 50%
 - Three (3) to Six (6) months - 100%
- (c) If members of the Union suffer damage to personal property in the performance of their duties, the department shall reimburse such members for the reasonable cost of replacement of such items used in the ordinary course of duty and subject to the officer's full cooperation with the Court process.
- (d) It is agreed that as long as Chapter 180 of the Acts of 1998 (an act relative to Gun Control in the Commonwealth of Massachusetts) remains as written without amendments as per licensing fees collected, the City agrees to waive the City's portion of said fee for pistol permit applications for police officers who reside within the City. It is further agreed that any changes in the law regarding fees collected for pistol permits shall deem this section null and void. This waiver shall only apply to pistol permits (not F.I.D. cards).
- (e) It is agreed that any new uniform requirement that is not covered in the current uniform regulations shall not be required of any police officer if it is in excess of Fifty dollars (\$50).

ARTICLE 8
EXTRA PAID DETAILS

The following provisions shall govern the assignment of extra paid details to police officers where the detail is to be paid for by an outside individual, group, corporation or organization:

The parties agree that the outside detail language providing for a ten percent (10%) service fee and direct payment by the City as it exists in the current patrolmen's contract shall be applicable to this Unit.

- (a) All extra details will be offered to regular officers first, and assignments shall be made by the Chief or his representative on a voluntary basis, distributed as evenly as possible among said regulars on a rotating basis. A record of all such assignments shall be kept and contained therein will be a record of acceptances and refusals by the members of the department. Such record shall be made available upon request to representatives of the Union.
- (b) All officers shall be on the paid detail list unless they advise the chief or officer in charge of the list that they want their names removed from same.
- (c) Any officer who cannot fulfill his work assignment will notify the head of the paid detail list within seventy-two (72) hours prior thereto so that the next available officer can be assigned to the job. In any event, no person shall accept an assignment unless the same is made by the Chief or the head of the paid detail list, or designee.
- (d) It is agreed that those officers who work paid details, do so on their off-duty time or on a time when they are not specifically scheduled to work on the Police Department.
- (e) No such assignment shall be made until the persons or organizations requesting same have agreed to pay the rates which will be continued to be set and established as is the present practice.

- (f) The number of officers required shall be at the sound discretion of the Chief of Police or officer assigned to distributing said paid details, but no less than two officers shall be assigned to extra paid details where alcoholic beverages are served.
- (g) Any detail requiring more than three officers will have a supervisor assigned, who will be paid an additional dollar per hour. If a superior officer is not available for said detail, the senior patrolman working the detail shall be paid the additional dollar per hour. Employees who are in charge of these details shall make a notation on their report for the detail officer's records. This provision shall not apply to road construction work.
- (h) Officers working extra paid details shall be allowed to have with them portable police radios, if available.
- (i) The City of Chicopee shall appropriate Ten Thousand Dollars (\$10,000) to establish a revolving fund pursuant to G.L. Chapter 44, Section 53C, and shall pay police officers compensation for working outside details at the same time regular compensation is paid for the date the outside detail is worked.
- (j) The City of Chicopee may charge to those who hire police officers for outside details, an administrative fee of ten percent (10%) of the outside detail rate, which shall be added to the outside detail rate.
- (k) The "Work List" comprised of all outside jobs, will always be posted and will carry a continuous listing of all outside jobs.
- (l) All assignments will be made according to the list on an availability basis, alphabetically.

- (m) Assignments, posted in advance on the list, are the responsibility of the assigned officer, if the assigned officer gives the assignment to another, the assigned officer will file the appropriate paperwork. The replacement officer will put on the officer's report a notation as to who as replaced.
- (n) Assignment of a last minute nature is defined as any assignment with less than twenty-four (24) hours notice. The on-duty commander, in absence of the detail staff, will follow the list in making calls to the next available officer. Acceptance of and/or working of three last minute assignments will constitute one entry on the regular work list.
- (o) Only those people actually on the list will be given outside work assignments.
- (p) Penalties:
- No Show** - Failing to report to an assignment either as replacement or a primary.
- First No Show** - Three (3) consecutive passes on the work list during this period, the individual will not be allowed to work any outside jobs.
- Second No Show** - If occurring within six (6) months of previous **No Show**, will result in six (6) consecutive passes on the work list during this period the individual will not be allowed to work any outside details.
- (q) All outside details will be paid at a minimum of four (4) hours per assignment.

- (a) Any part of an hour over four (4) hours will be considered as full hour for pay purposes.
- (r) The individual in charge of the work list, or a representative, will notify each person immediately upon posting a job assignment if the assignee is on vacation.
- (s) All individuals on the work list will notify the head of the work list if they WILL NOT be available during their vacation for outside work.
- (t) A member of the union shall assist the Chief or his designees on the paid detail list.

ARTICLE 9
HOURS OF DUTY & OVERTIME

Section 1 — Scheduled Work Shifts, Work Week, etc.

The regular work week for employees shall consist of not more than forty-two and one-half (42.5) hours, the work day shall not exceed eight and one-half (8.5) hours, inclusive of lunch. (See Appendix A- Six-Week Schedule.) Employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have the following regular starting and quitting time. Work schedules shall be posted on department bulletin boards and a copy shall be given to the Unit.

- (a) The scheduled work shifts (tours of duty) and hours of work of the Uniformed Division, Days and Nights, are as follows:

Day Shift (Shift 1)	- 7:30 a.m. to 4:00 p.m.
Early Night Shift (Shift 2)	- 3:30 p.m. to 12 Midnight
Late Night Shift (Shift 3)	- 11:30 p.m. to 8:00 a.m.
- (b) In addition to the above major tours of duty, there are the following other shifts
or tours of duty, applicable to certain assignment as follows:

- (i) Detective Bureau:
 - Day Shift - 7:30 a.m. to 4:00 p.m.
 - 8:30 a.m. to 5:00 p.m.
 - Night Shift - 3:30 p.m. to 12:00 a.m.
 - 4:30 p.m. to 1:00 a.m.
- (ii) Traffic Bureau:
 - Day Shift - 7:30 a.m. to 4:00 p.m.
 - 8:30 a.m. to 5:00 p.m.
 - Night Shift - 3:30 p.m. to 12:00 a.m.
 - 4:30 p.m. to 1:00 a.m.

(c) The work schedules, day-off squad schedules of employees are as follows: The work schedule of the Police Department shall consist of a so-called four (4) and two (2) work schedule, whereby members of the Union will work four (4) consecutive days and be off two (2) consecutive days in a continuous rotating schedule. Any major change in the hours of duty or tours of duty other than those presently set up will be presented to the Association for its perusal prior to the implementation thereof.

(d) All employees shall receive not less than one hundred twenty-one and one-third (121 1/3) regular days off annually, and not less than two (2) consecutive regular days off weekly, in accordance with and characteristic of the four-on, two-off work scheduled so-called, or the modified four-and-two work schedule set forth in sub-paragraph (f) of this Section.

(e) All employees under such four-on, two-off work schedule, the "four and two" work week so-called, shall receive fourteen (14) regular days off in each six (6) week period; within each six (6) week period, the work cycle for the four and two work week shall be completed. An employee's days-off drop back one (1) day every week, except as hereinafter provided in sub-

paragraph (f) of this Section, All employees, except those referred to in sub-paragraph (f) of this Section, shall work four (4) consecutive days on and shall have two (2) consecutive regular days off thereafter.

- (f) Excepted from the regular four and two work schedule so-called set forth in _____ sub-paragraph (c) above shall be employees assigned as follows, each of whom shall work five (5) consecutive days on, Monday through Friday of each week, and shall receive two (2) consecutive regular days off weekly:

- (i) Employees attending in-service training/schooling;
- (ii) Bureau Commanding Officers or Shift Commanding Officers;
- (iii) Safety Officer.

Such employees so assigned shall be entitled to and shall receive, in addition to the two (2) consecutive regular days off weekly, each shall receive under the five (5) day work week above mentioned, seventeen and one-third ($17 \frac{1}{3}$) additional days off annually, so that each employee so assigned shall receive the same number of regulars days off annually as will employees working the regular four and two work schedule described in sub-paragraph (c) of this Section. These seventeen and one-third ($17 \frac{1}{3}$) additional days off shall be taken one (1) each three weeks, or in accordance with a schedule that shall be determined by the Chief of Police and the Union; provided, however, employees attending in-service training/schooling shall accumulate their additional clays off until they have completed their training/schooling and shall receive same upon return to regular duty.

- (g) The City agrees that all work shifts, work week and day off schedules specified in or referred to by this Article shall remain in force and effect during the term of this Agreement and during the period of negotiations for a new agreement if a new agreement has not been executed prior to

the termination date of this Agreement, unless changed by mutual agreement of the parties.

- (h) All assigned, authorized or approved service outside or out-of-turn of an employee's scheduled tour of duty (other than paying police details), including service on an employee's scheduled day off, or during his vacation, and service performed prior to the scheduled starting time for his regular tour of duty and service performed subsequent to the scheduled time for conclusion of his regular tour of duty or work shift, and including Court time, shall be deemed overtime service, and paid for as such.

Section 2

A. Overtime service shall not include:

- (1) An out-of-turn work shift or tour of duty which is substituted for a regularly scheduled work shift or tour of duty at the request of an employee (subject to department approval); or
- (2) Swapped tour(s) of duty or work shift(s) between individual employees, subject to the approval of the commanding officer of the shift/bureau involved, which approval shall not unreasonably be withheld, and on reasonable notice;
- (3) A change in the schedule of an employee who is shifted from one tour of duty or work shift to another tour of duty or work shift for a period of twenty-eight (28) or more consecutive calendar days, or for a period of less than twenty-eight (28) consecutive calendar days, if for the purpose of in-service training/schooling or courses or to bring prisoners back into the City's jurisdiction.

- B. If an employee who has left his last place of employment or last duty assignment, after having completed work on his regular work shift or tour of duty or his assigned such shift or tour is recalled to Police Headquarters or to any other place, if an employee is so recalled on a scheduled day off or during his vacation, he shall be paid on an overtime service basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay therefore. It is understood that the four (4) hour guaranty does not apply when an employee is called in early to work prior to the normal starting time of his scheduled tour of duty and works continuously from the time he reports in to his normal scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour.
- C. The scheduled work shifts or tours of duty and day off or work schedules of individual employees or groups of employees will not be altered or changed if a purpose is to avoid the payment of overtime.

Section 3 — Scheduling of Overtime

As the needs of the service require, employees may be required to perform overtime work. All employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees other than those required to work beyond their normal work shift or tour of duty due to the exigencies of their work day (such as a late ambulance run, an accident, an investigation, etc.) shall have the option of declining offered overtime; but, in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work on an assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis.

Section 4 — Overtime Compensation, Method of

An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, time and one-half his straight time hourly rate of pay for each hour or fraction thereof of overtime service. The straight-time hourly rate shall be computed as one fortieth of an employee's regular weekly compensation.

- A. Overtime will be paid to the next half hour.
- B. Employees shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.
- C. Pay for overtime service shall be in addition to and not in lieu of vacation pay or holiday pay, and shall be remitted to employees on bi-weekly basis.
- D. An employee who is not scheduled to work on a holiday but who is called in to work on such holiday shall receive double his straight-time hourly rate of pay for each hour of such service in lieu of the time and one-half rate as specified in Section 4 of this Article (but not in lieu of holiday pay). An employee who is called in for overtime service (including Court time) during his vacation or on a regularly scheduled day off which falls in between scheduled vacation days shall receive, in addition to the overtime compensation otherwise provided under this Section, a compensatory day and one-half off for each such day of vacation on which he performs overtime service. This section applies to originally scheduled vacation week picks.

Section 5 — Overtime Opportunities

Overtime service opportunities shall be offered to employees on a first refusal basis; in the event that insufficient employees are available for overtime assignments, regular officers will be used first in instances of overtime.

ARTICLE 10
SICK LEAVE PROGRAM

- A. Sick leave shall be defined as absence from work by reason of illness which incapacitates the unit member from doing the usual duties of his job. On the effective date of this contract, each active unit member will be credited with a Sick Leave Account and an annual accumulation rate as follows: Sick leave will accumulate at the rate of one and one-third (1 1/3) days for each full month worked per a six (6) day payment schedule.
- B. The parties agree that sick leave is to be used for illness only. Sick days are, for example, not to be used to extend weekends, vacations, holiday periods, or other off-duty periods. While the City maintains the right to investigate unwarranted or flagrant abuses of sick leave, it agrees that no employee will be checked for the first five (5) periods of illness during the current calendar year (January 1st — December 31st). A period of illness shall be defined as any day or consecutive days of work on which the members calls in sick. This provision will not apply where the Chief has reasonable cause to believe sick leave is being used improperly.

Each unit member will be entitled to six (6) days annually (on a calendar basis) to be used for routine illnesses, such as colds, headaches, mild flue and the like. Unused days in this category may be unlimitedly accumulated, or may be surrendered for payment in accordance with the schedule set forth hereinafter. A member may not split his choice; he must allow all unused days to accumulate or receive compensation therefore. Normally, these days may be utilized without need for physician's certificate. In addition to the above, each unit member will be entitled to ten (10) days annually of long-term illness leave, which may only be utilized for extended illnesses or hospitalization as certified to be required by a physician of the City's choice after notification by the member or someone on his behalf. The unused portion of these days may be accumulated from year to year

without limit. The City acknowledges that it will give reasonable consideration to any individual situation involving legitimate illness which might require reasonable variation from the above limitations and conditions.

The City agrees to compensate any unit member whose use of the six (6) day type of sick leave is less than full usage (provided the member elects not to allow said days to accumulate) by paying for such unused days according to the following formula:

DAYS NOT USED	PAYMENT FOR EACH UNUSED DAY
6	55%
5	47%
4	38%
3	30%
2	22%
1	NONE

The above payment will not exceed three (3) days.

- C. Upon normal retirement, separation except for cause, and approval of the Mayor, or death while a member of this unit, the employee, or his/her estate upon his/her death, will be paid for accumulated, unused sick leave credited to his/her account. The maximum a member shall receive is in accordance with the following schedule:
- a. The maximum that a Sergeant shall receive is \$16,000.00;
 - b. The maximum that a Lieutenant shall receive is \$17,000.00;
 - c. The maximum that a Captain shall receive is \$18,000.00.

Members of the Union who are not incapacitated from performing any one of the duties to which the officer may be legally assigned, shall be required to perform that duty or forfeit the officer's right to be paid accidental disability leave under

General Laws, Chapter 41, section 111F, or sick leave pursuant to this Agreement. It is the intention of the parties that an officer perform light duty with their job descriptions if possible and such reasonable determination shall be made by the City Physician or such qualified physician as shall be designated by the City.

- D. Not more than a total of three (3) paid sick days may be used by an employee for reasons

defined under the Massachusetts Small Necessities Leave Act, its regulations and interpretations. For the purpose of this section, "family member" will be defined in accordance with the appropriate statutes, regulations or interpretations. "Family members" not covered under the FMLA or SNLA can be extended to include those persons identified in accordance with the Bereavement Leave section of this Agreement. 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. (Per 2/5/07 MOA)

- E. Employees who become a member of the bargaining unit on or after July 1, 2016 and current members, who wish to participate in the following sick leave plan, shall earn sick leave at the rate of one (1) full day each month.

Further, the calendar shall be divided into two (2) six (6) month periods, i.e., January 1 – June 30, and July 1 – December 31 for the following purpose:

If an officer does not use any sick leave during the six (6)-month periods, the officer may opt to return three (3) sick days to the City for one hundred percent (100%) of the employee's daily rate. If an officer uses one day or less of sick leave during the six (6) month periods, the officer may opt to return two (2) days to the City for eighty percent (80%) of the employee's daily rate.

If an officer uses any portion of sick leave greater than one (1) day but not to exceed two (2) days, the officer may opt to return one (1) day to the City for sixty

percent (60%) of the employee's daily rate.

ARTICLE 11
PAID HOLIDAYS

All members of the Union shall be granted eleven (11) paid full-day holidays and two (2) paid half-day holidays as follows:

½ day New Year's Eve	Labor Day
New Year's Day	2 nd Monday in October
Martin Luther King's Birthday	Veteran's Day
3 rd Monday in February	Thanks giving Day
3 rd Monday in April	½ day Christmas Eve
Last Monday in May	Christmas Day
Independence Day	

and any other legal holiday as may be added by the State Legislature of the Commonwealth of Massachusetts. For the purposes of this Agreement, holiday pay shall be computed on the basis of forty (40) hours, or the base weekly rate of a police officer shall be divided by forty(40) and multiplied by eight and one-half (8.5).

ARTICLE 12
UNION BUSINESS LEAVE

- A. The members of the Union Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings scheduled by the City with notice and approval by the Chief, 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.
- B. Officers and members of the Union, as they may be designated by the Chicopee Police Union and, as their leave may be approved by the Chief, may be granted leave to attend meetings of the Massachusetts Police Association as provided by the Massachusetts General Laws, but in no event for a period of more than two (2) days.

- C. Members of the Union will be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union as their leave may be approved by the Chief.
- D. In the event that a meeting of the Union is scheduled when a member of said Committee is on duty, he may be released with the permission of his Commanding Officer, which permission shall not unreasonably be withheld.
- E. Any member of the unit who is elected a director of the Massachusetts Police Association will be allowed to attend meetings of the Board of Directors of the Association without loss of pay for not more than five (5) days per year. This provision is limited to only one director from the Union.
- F. Elected officers of Local 440, I.B.P.O. shall be granted leave without loss of compensation for official functions of the Local or International Union, not to exceed ten (10) total tours of duty per year, with seven (7) days advance notice to the Department.

ARTICLE 13
ITEMIZED DEDUCTIONS (PAYROLL)

Payroll checks will be accompanied by an itemized voucher listing deductions on these occasions when there is a change in compensations.

ARTICLE 14
VACATIONS

The vacation allowance shall be in compliance with the provisions of the following State statutes: Chapter 41, Sections 111A, as amended, and 111D; and Chapter 147, Section 16C and 17. The implementation of these vacation allowances will be on the basis that each member will obtain seven (7) days vacation for each week that he is entitled to in accordance to his length of service. Vacation will be granted by order of

rank and seniority in each shift of the uniformed branch and in each shift of the bureaus and will be picked as follows:

- A. Each member of the Union will have an opportunity to pick his first two (2) weeks of vacation for any time in the calendar year. After each member of the Union has had his first pick of vacation, then each member will be afforded a second pick of vacation for second two (2) weeks, then those have further vacation will pick the remaining time.
- B. Captains will pick their vacations outside of the vacation schedule for other superior officers and will not be considered when determining other employees vacation schedules.

It is agreed that in the event a member of the Union becomes ill before his vacation and continues on an extended sick leave through the time when he would have normally taken his vacation, he will not lose his vacation leave, and will be allowed to use said time during any available week. It is specifically agreed that in the event an officer is allowed to reschedule his vacation, he will not be allowed to bump another officer who has already selected a particular vacation week.

It is agreed that this section shall not apply if there is not enough time left in the calendar year to use the officer's allotted vacation allowance as vacation time cannot be carried over into the next calendar year. In that event, the officer will be carried on vacation time. At the exhaustion of vacation time the officer shall be allowed to resume sick leave if eligible.

VACATION CHART

0 – 5 Years	16 Days
5 – 10 Years	24 Days
10 Years	32 Days

ARTICLE 15
HEALTH AND SAFETY

A Safety Committee of three (3) members of the Union shall meet with the Chief of Police when a matter arises affecting the health and safety of the members and make recommendations for improvements of general health and safety of the employees. The City shall provide efficient and safe equipment and material to protect the health and safety of the employees.

ARTICLE 16
GRIEVANCES

Section 1

A "grievance" or "dispute" is hereby defined as a dispute arising from a complaint by an employee or employees or the Union covered by this Agreement, relating to the meaning, interpretation or application of any of the express terms and provisions of this Agreement.

Section 2

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 - An aggrieved employee shall present his/her grievance orally to the employee's supervisor who shall attempt to adjust the grievance informally. An employee may be accompanied by an employee Union representative. The grievance must be presented within twenty (20) working days of the occurrence 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 Chief of Police 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.

Step 3 - If the grievance is not settled at the Step 2 level within ten (10) calendar days from the date of the written presentation, the grievance shall, within twenty (20) calendar days of presentation at the Step 2 level, be submitted to the Mayor.

Step 4 - If the grievance is not resolved at the Step 3 level within fifteen (15) calendar days from date of presentation at the Step 3 level, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) calendar days after the expiration of the fifteen (15) calendar days referred to herein. 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 Board of Conciliation and Arbitration. (Grievance deadlines may be extended by mutual agreement in writing).

In all of the foregoing steps requiring a written submission, the Grievant shall sign the grievance documentation submitting the grievance, moving it to the next step or submitting the matter to arbitration. (Per 2/5/07 MOA).

Section 3

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.

Section 4

Written submission of grievances shall be on forms to be agreed upon with the City, and shall be signed by the employee or Union 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 herein.

Section 5

Any grievance not filed or processed within any of the time limits prescribed at Steps One through Three, inclusive, shall be deemed waived for all purposes. Grievances not answered by the City 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.

Section 6

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.

Section 7

The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing within thirty (30) days of the hearing and shall set forth his 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, or any rules or regulations of the Civil Service Commission. 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. 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.

Section 8

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 aggrieved employee.

Section 9

The suspension 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.

Section 10

-Multiple Grievance – 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 the Article.

Section 11

Employer or Union Grievance – 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 (2) or more

employees covered by this Agreement, or that affects only the Union and not directly any employee covered by this Agreement, provided that 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.

ARTICLE 17
MANAGEMENT RIGHTS

Except as may be expressly abridged by specific provisions of this Agreement and applicable law of the Commonwealth, the City 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 reasonable rules and regulations; to assign duties to the work force; 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 functions of the City. The foregoing listing is not to be construed as expressing or implying any decreasing order of importance.

Notwithstanding any provision of this Agreement to the contrary, the Union acknowledges the responsibility of the City to comply with such laws, rules and regulations which eliminate, minimize or control its fiscal budgeting process. The Union further agrees that the City shall not be limited in its discretionary judgment as to how in the City's sole judgment it complies with such laws, rules and regulations, including its right to eliminate or decrease staff size; to eliminate or diminish programs or offerings, and in general to respond to such fiscal limitations as may apply to its operations, whether generated by itself or in response to Federal, State or City mandates.

ARTICLE 18
EDUCATION INCENTIVE PROGRAM

All members of the bargaining unit as of September 1, 2011, will continue to enjoy the benefits of M.G.L. chapter 41, Section 108L, even if the Commonwealth of Massachusetts reneges in part or in whole its obligation under the current law, i.e. the

Commonwealth will reimburse the City of Chicopee half of the cost of the total Educational Incentive better known as the Quinn Bill. (per 4/20/05 MOA)

For members joining the bargaining unit after September 1, 2011 who otherwise do not qualify for the benefits of M.G.L. c. 41, section 108L, a new Educational Incentive Program is established.

The new incentive program will provide the following stipends:

Associates	-	\$1,000
Bachelors	-	\$2,000
Masters / J.D.	-	\$5,000

ARTICLE 19
MEDICAL INSURANCE

The City agrees that it will pay fifty percent (50%) of the cost of medical insurance, including Master Medical Program.

ARTICLE 20
PROTECTION OF WORK OPPORTUNITIES

The employer agrees not to employ any person or persons to perform the duties of Department Sergeants, Lieutenants, Captains, or Senior Captain as presently performed by the Chicopee Police Department Sergeants, Lieutenants, Captains or Senior Captains, except with the provisions of Massachusetts General Laws, Chapter 31. This will in no way interfere with the Mutual Aid Compact between cities and towns which is now in effect.

Unless under emergency circumstances and for the duration of the emergency, the parties, for the safety and proper supervision of the Department Personnel, agree that there shall, for each shift, be two (2) uniformed patrol supervisors. Such staffing cannot be accomplished by changing the assignment of other supervisors, including bureau assignments, during the shift involved.

ARTICLE 21
COURT TIME

- A. Any officer who goes to Court, other than on his/her regular tour of duty, days off, or vacation, will be paid at time and one-half rate, with a minimum of two (2) hour pay at such time and one-half.

- B. Any officer who attends as a witness for the Commonwealth in a criminal case pending in Juvenile Court, District Court, the District Attorney's Office, Grand Jury, or Superior Court, while on a day off, vacation, or furlough, shall be granted four (4) hours pay at the rate of time and one-half his/her regular rate of pay for each such appearance.

- C. Any officer who has been notified by the Chicopee Police Department to attend a Court hearing in Juvenile Court, District Court, the District Attorney's Office, Grand Jury, or Superior Court shall be notified no later than Five o'clock P.M. (5:00 p.m.) of the day previous to the scheduled Court appearance, of any continuance or postponement of the case. If the officer is not notified and he/she appears as scheduled, he/she shall receive the minimum pay for a Court appearance. If an officer is scheduled to appear in Court and through his/her own fault fails to appear at the Court hearing and the case is dismissed because the officer failed to appear, he/she shall receive no pay for his/her next scheduled Court appearance.

- D. Any officer who is served with a subpoena to appear in any Court as a witness in a civil case, or before the License Commission shall be paid in the same manner as in a criminal case, if his involvement resulted from an official assignment by a Superior Officer.

- E. Any employee who appears to answer a show-cause hearing for a criminal complaint against said employee will be paid at a time and one-half rate provided a complaint does not get issued against said employee.

- F. Any employee who must testify at any legal proceeding as a direct result of his duty or responsibility as a police officer shall be paid under the provisions of this Article when the officer is found not guilty or where the City settles the case without first advising the officer and hearing his views.
- G. When members of the Union are required to be out of the City of Chicopee for four (4) hours or more, they shall be paid Ten Dollars (\$10.00) as a meal allowance. This provision shall not apply to appearances at Court.

ARTICLE 22
SENIORITY

- A. Seniority in the Chicopee Police Department shall commence from the day a man is appointed to fill a position on a permanent basis in that particular rank. If more than one officer is appointed on the same day to the same rank, seniority will be determined by marks achieved by the officer on a qualifying examination for that rank.
- B. Seniority shall not be broken by vacation time, sick time, temporary lay off, suspension of less than one hundred and eighty (180) days, or any call to military service for the duration.
- C. If an employee resigns voluntarily or is discharged for just cause, or is reduced in rank for just cause, he shall lose his seniority, except as provided by the rules of Civil Service.
- D. The Chief of Police shall establish the tours of duty for the Superior Officers of the Chicopee Police Department. The hours of said tours shall be consecutive.
- E. Seniority shall be used to determine rosters, vacation picks, shift assignments and other internal policies.
- F. For the purpose of shift assignments and bureau assignments, the City agrees that, effective upon the signing of this Contract, all Superior Officers will be allowed to select their tours of duty (hours of work) by seniority. Once the Superior

Officer is assigned to a tour of duty, the Chief may assign the officer to any bureau or job assignment. Selection of tours shall be made on January 1st of each year, and shall become effective on the second Sunday thereafter.

- G. Notwithstanding any other provisions of this Article to the contrary, the Chief shall have the right to assign officers to bureaus without specific reference to seniority whenever in his judgment the efficiency and needs of the Department so require. Such assignments will not be made arbitrarily, capriciously or without factual basis, and except in emergency, the Chief will give the Union written notice forty-eight (48) hours in advance of the first tour of duty to be served by any officer under this provision, and within that time, he will confer with the Union representative(s) to explain his decision and the basis therefore. Whenever the Chief experiences a shortage of patrolmen sufficient in his judgment to diminish the effectiveness of the Department's street patrols and beats, he may assign members of the Unit, in inverse order of rank, to such street patrols and beats as he deems necessary.
- H. It is agreed that in the event a vacancy shall occur on any shift between January 1st and December 1st of any year, such Superior Officer may select said tour of duty (hours of work) in accordance with the provisions of this Article.
- I. Notwithstanding the above, the Chief shall have the authority to assign one (1) superior officer in the uniformed division to any shift or one (1) superior officer in the bureau to any shift.

ARTICLE 23
SPECIAL LEAVE/SWAP

Any officer desiring to change his/her day off may do so if they can "swap" with another officer or themselves subject to the following:

- A. Such substitution does not impose an additional cost on the City with regard to the payment of salaries or wages or overtime,

- B. The officer in charge of the shift in which the substitution shall take place be notified two (2) days prior to its becoming effective except in the case of an emergency and notification then may be made on a shorter term,
- C. At no time may an officer who swaps with themselves owe the Department more than three (3) days,
- D. The officer requesting to swap has no unallocated floating vacation days or Court vacation day, and
- E. The Commanding Officer shall be responsible to keep a record of swap days taken and owed. The Commanding Officer when deciding to approve or disapprove a swap shall be guided by the operation needs of the Police Department. Once a swap is granted it shall not be withdrawn.

ARTICLE 24
PERSONAL DAYS

Each member of the Union shall be granted three (3) personal days off per year. Said personal leave shall be granted provided the employee gives the Department Head three (3) days written notice. It is further provided that in the event two or more officers request a particular available day, the date of request shall prevail in deciding the employee who will be granted leave. Personal days shall accumulate from fiscal year to fiscal year, not to exceed six (6) days. Nothing herein shall prevent more than one employee from receiving a personal day on the same day and shift.

ARTICLE 25
LONGEVITY PAY

Effective January 1, 2015, longevity payments are eliminated as longevity payments since January 1, 2015, are reflected in the officer wages.

ARTICLE 26
WORKING OUT OF RANK

When an employee is assigned (but not promoted) to higher classes of work for reasons such as illness, 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 the higher classification after five (5) days. If the officer satisfies the above requirement of five (5) days, the officer will receive a retroactive amount for the first five (5) days at the higher rate. The replaced Superior must be on sick, vacation, personal or training leave with the exception of annual in-service training.

ARTICLE 27
WAGES

During the term of this Agreement, the parties agree to respect the percentage differential identified in Article 27, Wages. The salary schedule(s) shall be attached and incorporated herein. Effective January 1, 2015, pay will be above Patrol Officer Step 12.

<u>WAGE SCALE</u>	<u>ABOVE</u>	<u>REGULAR</u>	<u>PATROLMAN'S</u>
<u>MAXIMUM</u>			<u>HOURLY RATE</u>
<u>Weekly/40 hours</u>			
Sergeants	20% above	\$34.3622	\$1,374.49
Senior Sergeant	30% above	\$37.2258	\$1,489.03
Lieutenants	40% above	\$40.0893	\$1,603.57
Senior Lieutenant	50% above	\$42.9528	\$1,718.11
Captains	60% above	\$45.8163	\$1,832.65
Senior Captain	70% above	\$48.6798	\$1,947.19
Effective July 1, 2015.....	2%		
Effective July 1, 2016.....	2%		

1. For the purposes of calculating the pay rate, the base maximum hourly rate of a patrolman will be used. The pay rate of Badge #1 will not be used in this calculation.

Effective July 1, 2012, paragraph one (1) above will be replaced with the following language: For purposes of calculating the pay rate, the base hourly maximum rate of patrolman will be used.

2. Any Superior Officer who is designated as a Firearms Instructor shall receive an annual stipend of Two Hundred Dollars (\$200.00).
3. The current Senior Captain is designated "Deputy Chief" and will wear the rank insignia and use the title "Deputy Chief". This designation is for the sole purpose of more efficient dealings with other law enforcement agencies. This provision carries with it no increase of authority, powers, benefits or compensation. This designation shall remain in effect for the duration of the current Senior Captain's employment in such capacity.

ARTICLE 28
RETIREMENT BUY-OUT

The first two (2) superior officers who irrevocably commit to retire by June 30, 2015, shall be entitled to a \$7,000.00 separation bonus in addition to any earned retirement under M.G.L. c. 32 et. Seq.

ARTICLE 29
MISCELLANEOUS

- A. The parties agree that the City of Chicopee at its sole discretion and without further negotiations may implement a mandatory direct deposit system for all employees covered by this agreement.
- B. Civilian Dispatch Reopener: During the term of this agreement, the parties agree that after ninety (90) day notice to the union by the City of Chicopee, the City of Chicopee may implement a program of civilian dispatch where the current system of police dispatchers would be substituted by civilian dispatchers. The parties agree that the forementioned ninety (90) day period would be available for negotiations over the impact of the implementation of a civilian dispatch system in the City of Chicopee. Negotiations would commence within seven (7) days of the request by the union to negotiate over the impact of the implementation of the civil dispatch system.

ARTICLE 30
VOIDABLE WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any future waiver of any breach or condition.

ARTICLE 31
STRIKES AND LOCKOUTS

No Strikes: During the term of this Agreement, neither the Union, nor any of its officers, agents, or representatives, nor any of the employees covered by this Agreement, shall instigate, condone, sponsor or participate in any strike, sympathy strike, slow down, work stoppage, sit-down, walkout, or any other concerted cessation of work.

Discipline for Breach: In the event of any act or omission by any employee or employees covered by this Agreement which constitutes a violation of the provisions of this Article, the City may impose any discipline it deems appropriate, including discharge, upon any one, or several, or all of such employee or employees, and the said employee or employees shall have no recourse against the City under the Grievance and Arbitration provisions, of this Agreement, on account of such discipline, except as to (a) the employee(s) participation in the said violation and (b) whether the discipline imposed by the City was arbitrary, discriminatory, or capricious.

Union Responsibilities: The Union agrees that it will promptly take all reasonable steps to induce any employee or employees covered by this Agreement who engage in any conduct violative of the provisions of this Article to cease such violations forthwith. The City may enforce this Article through the Grievance and Arbitration process.

ARTICLE 32
SUBSTANCE ABUSE

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

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 work place. 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.

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 or 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 results of such testing shall be held in confidence subject to the Review Committee's decision as hereinafter provided.

The Mayor, Department Head, or designee in the Department Head'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.

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 union officials, a member of the City Law Department; and an individual with training in drug/alcohol agreed upon by both union and management.

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.

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

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.

The following information shall be provided to the employees:

1. A copy of the testing program procedures.
2. A description of the sample gathering protocol.
3. A list of the tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of that the results mean.

The basis for the directive to submit a test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance abuse.

Objective facts that shall be used in evaluating an employee's condition are the following:

- | | |
|--------------------|--|
| 1. Balance | sure/unsure/questionable |
| 2. Walking | steady/unsteady/questionable |
| 3. Speech | clear/slurred/questionable |
| 4. Attitude | cooperative/uncooperative/questionable |
| 5. Eyes | clear/bloodshot/questionable |
| 6. Odor of alcohol | none/strong/questionable |

It is required that the observations of these objective facts by two supervisory employees be documented in a form signed by the two (2) supervisors. In addition, there should be a place on the form for the supervisors to document other relevant facts, such as admissions or explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the City and the rational inference which may be drawn from those facts.

The credibility of the sources of information whether by tip or informant, the reliability of the facts of information, the degree or corroborations, the results of City inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are a representative but not all inclusive example of such circumstances.

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents.
3. An employee exhibiting behavior inconsistent with previous performance.
4. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
5. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in rehabilitation program.

If the review committee concludes that the drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis as determined by the City in the City's sole discretion and the City time. If these procedures are not followed, employees may refuse to submit to the test without

being/disciplined. Alcohol testing shall be performed without committee review based upon reasonable suspicion as hereinbefore provided.

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

Except as to a grievance that the Review Committee has not followed the procedure 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.

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

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.

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 include a drug rehabilitation clinic, whether on an out-patient or in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed. The employee shall be expected

to comply with all the 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.

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 yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

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

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.

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

Rehabilitation programs will include follow-up testing for a period of one (1) year, which will be randomly conducted. The guarantees and rights afforded under this article are a one time only opportunity. Any officer failing to complete the Rehabilitation program, or who fails a random or other drug test after having been afforded the procedures and rights identified in this article will be terminated. (Per 2/5/08 MOA).

Employees' rights under this program are subject to applicable Federal and State Law.

ARTICLE 33

1. The July 1, 2006 to June 30, 2007 contract is incorporated into this agreement.
2. The "Half Hour Early" schedule will be implemented at 11:30 p.m. on June 30, 2008.

3. On or about July 1, 2008, vacation and personal day balances will be adjusted to accommodate the longer working shift. The number of hours remaining will be divided by 7.5 and multiplied by 8
4. The vacation time and personal time credited on January 1, 2009, will be based on an entire year worked at the longer shift amount.

DURATION

This agreement shall become effective July 1, 2014, and shall continue in full force and effect until June 30, 2017.

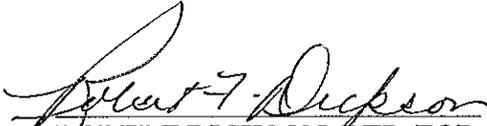
SIGNED THIS 11th DAY OF October 2016.

FOR THE CITY OF CHICOPEE:

FOR THE UNION:



 RICHARD J. KOS, MAYOR

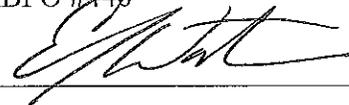


 ROBERT DICKSON, REP. FOR
 IBPO #440

APPROVED AS TO FORM:



 MARSHALL T. MORIARTY, CITY SOLICITOR



APPROVED AS TO FUNDING:

 10/4/16

 SHARYN RILEY, AUDITOR

APPENDIX A

4 + 2 Schedule
8.5 Hour Day

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1 5 x 8.5 = (42.5)	W	W	W	W	Off	Off	W
Week 2 5 x 8.5 = (42.5)	W	W	W	Off	Off	W	W
Week 3 5 x 8.5 = (42.5)	W	W	Off	Off	W	W	W
Week 4 5 x 8.5 = (42.5)	W	Off	Off	W	W	W	W
Week 5 4 x 8.5 =(34)	Off	Off	W	W	W	W	Off
Week 6 4 x 8.5 =(34)	Off	W	W	W	W	Off	Off

Total hours in a six week cycle equals 238 regular hours.

$238 \times 1/6 = 39.66$ regular hours per week.

ADDENDUM A

This Policy shall supersede any conflicting policies or practices within the Police Department 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, Chicopee Police Department, IBPO, and Local 401 and 440

RANDOM DRUG AND ALCOHOL TESTING

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I. INTRODUCTION

1.1 The City of Chicopee, Chicopee Police Department, and IBPO, Local 401 and 440 recognize that illegal drug use and abuse/misuse of alcohol by Members of this Department 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, Chicopee Police Department, IBPO, and Local 401 and 440 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 those with a need to know.

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, Chicopee Police Department, IBPO, and Local 401 and 440.
- 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 Chief of the Department 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 Department property, on Department business, in Department supplied vehicles, or vehicles being used for Department purposes, or during working hours
- 7.2 Use of alcohol at any time while in the Department Uniform, except for special events for which the Chief of the Department has designated an exemption to this rule
- 7.3 Unauthorized storage in a desk, locker, or other repository on Department property of any illegally-used drug, controlled substance, drug paraphernalia, or alcohol
- 7.4 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 Department property
- 7.5 Being under the influence of an unauthorized controlled substance, illegally-used drug or alcohol on Department property, on Department business, in Department supplied vehicles or vehicles being used for Department business or during working hours
- 7.6 Possession, use, manufacture, distribution, dispensation or sale of illegally-used drugs or controlled substances while off duty
- 7.7 Intentionally diluting a urine sample
- 7.8 Refusing consent to testing or refusing to submit a breath or urine sample for testing
- 7.9 Failing to adhere to the terms of any Rehabilitation Agreement (Sample Attached) which the Member has signed
- 7.10 Arrest and conviction under any drug or alcohol statute
- 7.11 Failure to immediately notify the Department of any arrest and conviction under any drug or alcohol statute
- 7.12 Failure to comply with Section 6.1.

7.13 Refusing to sign; a) a receipt for the Department's Substance Abuse Policy, b) the Consent and Release Form, c) the Chain of Custody Form, or d) a Rehabilitation Agreement.

7.14 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 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 Chicopee Police Department, IBPO, Local 401 and 440 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 Department has not yet achieved such goal, the Parties agree that the Department 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 officers 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 Department 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 Department's Medical Practitioner.

X. POLICY ENFORCEMENT

10.1 The following section applies only to those Members of the Department 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 Department 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.

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 Department'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 Chief'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

11.1.1 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 Officer in charge or the Officer in charge of Internal Affairs.
- (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) Officer in charge of Internal Affairs or Officer in charge will transport the employee or employees to and from the test site.
- (h) The testing shall be limited to three officers per month for drugs or alcohol, if the City fails to have three officers 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, the testing facility will use breath 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 or 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 Department 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 Department 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 of Chicopee shall reimburse the officer 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 Department's Medical Practitioner that a Member provided a diluted sample, then the Department'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, Chicopee Police Department, IBPO, and Local 401 and 440 Random Drug and Alcohol Testing Agreement

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

I agree to remain substance free for the duration of this agreement. This Includes refraining from the use of controlled substances, illegally-used or improperly used prescription drugs, or alcohol.

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

I agree that I may be tested for the presence of drugs or alcohol at any time for the duration of this agreement. I understand that this testing is In addition to the regular random drug testing program for all members.

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 Chicopee Police Department Employee Assistance Program (EAP). Attendance at prescribed rehabilitation programs are not subject to Article VII, Hours of Work and Overtime.

I agree that in the event I cannot attend a meeting for emergency reasons only, 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 a Department 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 Department's Medical Examiner 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 Article X of the Department'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: _____

Date: _____

* Part of Article 10, Sick Leave Program was inadvertently omitted.
Section C should read as follows:

C. Upon normal retirement, separation (except for cause), or death while a member of this unit, the employee, or his/her estate upon his/her death, will be paid for accumulated, unused sick leave credited to his/her account in accordance with the following formula:

Minimum 10 years or more service – two (2) days pay for every five (5) accumulated;
The maximum a member shall receive is in accordance with the following schedule:

- a. The maximum that a Sergeant shall receive is \$16,000.00;
- b. The maximum that a Lieutenant shall receive is \$17,000.00;
- c. The maximum that a Captain shall receive is \$18,000.00.

Sick leave does not accumulate while out sick on 111F. Members of the Union who are not incapacitated from performing any one of the duties to which the officer may be legally assigned, shall be required to perform that duty or forfeit the officer's right to be paid accidental disability leave under General Laws, Chapter 41, section 111F, or sick leave pursuant to this Agreement. It is the intention of the parties that an officer perform light duty with their job descriptions if possible and such reasonable determination shall be made by the City physician or such qualified physician as shall be designated by the City.

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