

**THIS AGREEMENT** is made between the **CITY OF CHICOPEE**, hereinafter referred to as the **CITY**, and the **CHICOPEE PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION**, hereinafter referred to as the **ASSOCIATION**. The **AGREEMENT** has as its purpose 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, and other conditions of employment to be observed by the parties hereto.

All conditions of employment not specifically covered by the terms of this **AGREEMENT** shall remain in effect in the same manner as existed prior to this **AGREEMENT**.

### **ARTICLE 1 – RECOGNITION**

**Section 1:** To the extent authorized by law, the **ASSOCIATION** is recognized as the sole and exclusive representative of all employees comprising the professional employee's class, excluding all elected officials, in all matters relating to rates of pay and other conditions and benefits of employment. **Exhibit A** listing the positions by title and department is included as part of this **AGREEMENT**.

**Section 2:** The **CITY** will not aid, promote, or finance any group or organization which purports to engage in, or make, any agreement with such group or individual for the purpose of undermining the **ASSOCIATION** or changing any condition in this **AGREEMENT**.

### **ARTICLE 2 – DISCRIMINATION**

**Section 1:** The **CITY** shall not discriminate against any person on any matter because of race, creed, color, sex, age, sexual orientation, gender identity, national origin, disability, military/veteran status, religion, **ASSOCIATION** membership or **ASSOCIATION** activities. All persons covered by this **AGREEMENT** shall receive equal and full protection there under.

### **ARTICLE 3 – PAYROLL DEDUCTION OF ASSOCIATION DUES AND FEES**

**Section 1:** Membership in the **ASSOCIATION** is not compulsory. Employees have the right to join, not-join, maintain, or drop their membership in the **ASSOCIATION** as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee in regards to such matters.

**Section 2:** The **ASSOCIATION** is required under this **AGREEMENT** to represent all of the employees in the **ASSOCIATION** fairly and equally without regard to whether or not the employee is a member of the **ASSOCIATION**. The terms of this **AGREEMENT** have been made for all employees in the **ASSOCIATION**, not only for members in the **ASSOCIATION**.

**ARTICLE 3 – PAYROLL DEDUCTION OF ASSOCIATION DUES AND FEES (cont.)**

**Section 3:** If any provision of this Article is invalid under the laws of the Commonwealth of Massachusetts, such provisions shall be modified to comply with the requirement of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal and/or economic recourse.

**ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1:** A “Grievance” or “Dispute” is hereby defined as a dispute arising from a complaint by an Employee or Employees of the ASSOCIATION 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:** Any aggrieved Employee shall present his/her grievance orally to the employees Appointing Authority who shall attempt to adjust the grievance informally. An employee may be accompanied by an ASSOCIATION Representative. The grievance must be presented within Twenty (20) calendar days of or knowledge of the occurrence of the event giving rise to the grievance.

**Step 2:** If the grievance is not settled at **Step 1**, it shall be presented in writing to the Employers grievance committee which may consist of, but not limited to, the following officials; Appointing Authority of employee involved, the Human Resources Director and official to be named by the Mayor, within Ten (10) calendar days from the date of presentation at **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 **Step 2** level within Ten (10) calendar days from the date of the written presentation, the grievance shall, within Twenty (20) days of presentation at the **Step 2** level, be submitted to the Mayor or his designee.

**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 ASSOCIATION 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

**ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE (cont.)**

herein. Prior to going to formal Arbitration, the parties may seek grievance mediation through Massachusetts Department of Labor Relations.

**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:** Upon such timely request, the arbitration shall proceed as follows: The request shall be made to the American Arbitration Association.

**Section 5:** A grievance not filed or processed within any of the time limits or in accordance with any of the conditions prescribed at **Step 1** through **Step 3**, inclusive shall be deemed waived for all purposes. Grievances not answered by the **CITY** within the 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 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/her findings of fact, reasoning and conclusion.

The Arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or ordinance. It is clearly understood that the Arbitrator may not contradict or modify the terms of this **AGREEMENT** or render a decision which is in conflict with the express provisions of this **AGREEMENT** of any ordinance or law, or any rules or regulations of the Civil Service Commission or of any Retirement Board established by law. 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 amend or conflicts with any term provision or condition of this **AGREEMENT**. In discipline cases the Arbitrator shall be confined to the determination of whether the subject Employee acted or performed or failed to act or perform in the manner for which the action was taken.

**Section 8:** 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 him/her to reach an equitable decision.

**ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE (cont.)**

**Section 9:** The award of the Arbitrator shall be submitted to the Employer and the ASSOCIATION, and subject to law, shall be final and binding upon the Employer, the ASSOCIATION, and the aggrieved Employee.

**Section 10:** The discipline or discharge of an Employee whose office or position is classified under Civil Service Law and Rules shall not be a subject of grievance or arbitration hereunder nor shall any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law be the subject of grievance or arbitration procedure hereunder. If the same subject of any grievance or arbitration being processed herein is initiated or filed in any other legal or administration 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 11:** **MULTIPLE GRIEVANCES** – Two (2) or more separate current grievances otherwise subject to this AGREEMENT which involve the same matters or questions and which affect a group or a class of Employees may be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article.

**Section 12:** **EMPLOYER or ASSOCIATION GRIEVANCES** – The Employer or the ASSOCIATION may initiate grievances at **Step 2** or **Step 3** of the grievance procedure. ASSOCIATION initiated grievances must directly involve an alleged violation of this AGREEMENT that affects two or more Employees covered by this AGREEMENT, or that affects only the ASSOCIATION and not directly any Employee covered by this AGREEMENT provided that said grievance shall be initiated at **Step 2** of the grievance procedure within Twenty (20) days of the alleged violation. The Employer must initiate an alleged violation of this AGREEMENT at **Step 3** within Twenty (20) days of the alleged violation.

**GENERAL PROVISIONS** Wherever days are specified in this Article, they shall be computed by excluding Saturdays, Sundays, and Holidays. It is the intention of the parties to use “working days” in the computation as opposed to “calendar days”.

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

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

**ARTICLE 5 – DISCIPLINE**

**Section 1:** No employees shall be disciplined, discharged, or suspended, except for just cause as provided by law and as provided in Massachusetts General Laws, Chapter 31, Section 43.

**Section 2:** An employee disciplined under the provisions of this Article, or Massachusetts General Laws, Chapter 31, shall have the right to appeal to the Civil Service Commission or to an Arbitrator; but he/she must elect which appeal he/she will follow, which decision is final.

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

**Section 4:** If any person represented shall choose to submit the subject matter of the discipline to Arbitration, that selection shall constitute an “Election of Remedies”. The person so choosing shall have no Civil Service appeal rights; further, if said person chooses to appeal such discipline to Civil Service, said person shall have no right to proceed to Arbitration.

**Section 5:** Employees may be disciplined by their appointing authority, Mayor, or by majority vote of the City Council. In cases where the Mayor or City Council are not the appointing authority, they may not suspend or terminate an employee.

**Section 6:** If, during the life of this agreement, the civil service law is abolished by legislative action or through home rule petition, the pertinent provisions of employee coverage that are no longer applicable by such abolition shall be replaced by the following:

**FOR ALL PERMANENT CIVIL SERVICE MEMBERS AND/OR LABOR SERVICE**

**MEMBERS:** The City will apply M.G.L. c. 31 to all members of the Association who have permanent civil service at the time of the elimination of civil service and/or labor service status, and such grandfathered status under M.G.L. c. 31 will continue to apply throughout the period of the employee’s continuous employment with the City as a member of the Association. In regard to disciplinary actions, such members may choose to file a demand for arbitration or an appeal to the Civil Service Commission. Such determination must be made after receipt of the appointing authority’s decision after hearing. In addition, members separated from positions under M.G.L. c. 31, §39 shall be reinstated after being given written notice by first class mail.

**FOR ALL NON-CIVIL SERVICE MEMBERS (NOTE: LABOR SERVICE POSITIONS SHALL CONTINUE TO BE COVERED BY THE LABOR SERVICE RULES AND THE FOLLOWING PROVISIONS SHALL NOT APPLY):**

**Just cause, notice, hearing, decision, appeal:** After the completion of a six-month probationary period, no member shall be discharged, removed, suspended, laid off, involuntarily transferred, reduced in rank or compensation, nor his/her position be abolished except for just cause.

**Probationary period:** Each employee will serve a six-month probationary period, during which demotions, suspensions, and/or discharges are not subject to the grievance and arbitration procedure.

**ARTICLE 6 – HOLIDAYS**

**Section 1:** All Employees whose wages and conditions of employment are covered by this **AGREEMENT** shall continue to receive their regular pay for each of the Holidays celebrated during the year as follows

New Year's Day	Columbus Day
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Day After Thanksgiving
Half Day Good Friday	Half Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	Half Day New Year's Eve
Labor Day	

**Section 2:** In addition to the foregoing holidays, all such additional holidays as may be established by the President of the United States, the Congress, the Governor or the Legislature of the Commonwealth of Massachusetts shall be celebrated in the same manner, except for a holiday scheduled as a singular event.

**ARTICLE 7 – VACATIONS**

**Section 1:** The vacation allowance of the **CITY** is subject to the provisions of Massachusetts General Laws, Chapter 41, Section 111 and Section 111G.

**Section 2:** All new **ASSOCIATION** members shall receive a minimum of Three (3) weeks plus three (3) days vacation annually.

**Section 3:** All new **ASSOCIATION** members, without any continuous City service, shall receive a pro-rated amount of vacation during the calendar year in which they are hired. Vacation leave may not be taken during the first Sixty (60) days of employment. Employees hired after September 15 will not earn any vacation leave during that calendar year.

**Section 4:** All **ASSOCIATION** members who have worked continuously for Ten (10) years shall be entitled to Four (4) weeks plus Four (4) days vacation annually.

**Section 5:** All **ASSOCIATION** members who have worked continuously for Twenty (20) years shall be entitled to Five (5) weeks plus Four (4) days vacation annually.

**Section 6:** Vacation time may be used by the Employee in addition to or in lieu of sick time.

**ARTICLE 7 – VACATIONS (cont.)**

**Section 7:** Any employee who has actually started his/her vacation and is called back to work by the CITY, shall be paid at the rate of regular time for the hours worked during the employee's vacation, in addition to the employee's vacation pay.

**Section 8:** An employee who has started his/her vacation and is called back to work shall be compensated for such reasonable costs incurred by the employee who is called back to work, for example, plane fare, hotel costs, and such reasonably related expenses. Time utilized to attend professional conferences and other related meetings will not be charged to vacation or sick leave time.

**Section 9:** An employee who, for operational reasons, is unable to take scheduled vacation time during the month of December, may request that up to Ten (10) days may be carried over to the next calendar year. The employee's hiring authority and Mayor must approve of the request. The time must be used before the last day of March.

**Section 10:** Notwithstanding the above, any employee hired on or after July 1, 2017 shall receive the following vacation benefit effective retroactive to January 1, 2018:

Up to ten (10) continuous years of employment – fifteen (15) vacation days

Ten (10) continuous years of employment, but less than twenty (20) years - twenty (20) days of vacation

Twenty (20) or more continuous years of employment - twenty-five (25) days of vacation

1. **Section 11:** Employees must provide a minimum of fourteen (14) calendar days written notice to the Mayor or his/her designee in order to take vacation time, except in the event two (2) consecutive days or less are being taken by the employee in which case a minimum of forty-eight (48) hours written notice to the Mayor or his/her designee is required. The Mayor or his/her designee may grant exceptions to the notice requirement upon advance request by the employee, and such requests shall not be unreasonably withheld without specific articulable reasons noted."

Said employees will be placed on salary schedule II. In addition, any employee hired prior to July 1, 2017 may request in writing in any given year that he/she receive the vacation benefit contained in this section instead of the vacation listed in the sections above. Said written notice must be provided to the Human Resources Director no later than December 1st, and said employee shall be placed on salary schedule II effective the following July 1<sup>st</sup>. Said determination is irrevocable (i.e., employees may not return to the prior vacation benefit/salary schedule I).

Note: Any employee hired on or after July 1, 2017 shall have their vacation which was credited on January 1, 2018 reduced by three (3) days upon ratification of this Agreement.

**ARTICLE 8 – LONGEVITY**

**Section 1:** Each employee shall receive additional compensation as follows:

A.

10 years \$225.00	25 years \$800.00	40 years \$1,150.00
15 years \$400.00	30 years \$850.00	45 years \$1,275.00
20 years \$600.00	35 years \$1,000.00	50 years \$1,425.00

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

**ARTICLE 9 – PERSONAL DAYS**

**Section 1:** Each member of the ASSOCIATION shall be eligible for Three (3) personal days per calendar year, cumulative to Five (5) days.

**Section 2:** To qualify, members of the ASSOCIATION must have worked Thirty (30) weeks or more during the Twelve (12) months preceding the first day of June.

**Section 3:** Personal Days off shall be granted as per existing CITY policy.

**Section 4:** Employees must provide a minimum of forty-eight (48) hours written notice to their supervisor in order to take personal time, except in the case of a documented emergency. The Mayor or his/her designee may grant exceptions to the notice requirement upon advance request by the employee, and such requests shall not be unreasonably withheld without specific attributable reasons noted.

**ARTICLE 10 – WAGES**

Exhibit B-1 listing the salary schedule is included as part of this Agreement.

Pursuant to Massachusetts General Laws, all wages in this Agreement are subject to appropriation. A reduction in the appropriation would result in a decrease in annual wages. The wages listed in the scale are for employees working a full-time schedule.

ARTICLE 10 – WAGES (cont.)

A second salary schedule labeled Schedule II shall be created, which shall be \$1,200 higher than the regular salary schedule. All employees hired on or after July 1, 2017, and all current employees who agree to the reduction in vacation leave time, shall be placed on the new schedule.

ARTICLE 11 – SICK LEAVE AND LEAVE OF ABSENCE

**Section 1:** All employees covered under this **AGREEMENT** shall continue to receive their regular compensation during the period of their absence from duty because of total disability resulting from personal injuries, sickness, or illness not arising out of and in the course of their employment. Compensation for such disability shall be limited to one (1) day for each month of service in the preceding twelve (12) months, but not more than twelve (12) days in any twelve (12) month period.

**Section 2:** Any unused portion of any sick leave earned hereunder may be accumulated without limit.

**Section 3:** The **CITY** agrees to pay an employee upon retirement, death or discontinuance of his/her service, (which shall not include dismissal for disciplinary reasons), his/her daily rate of pay for Two (2) for every Five (5) days as recorded at the date of final separation provided, however, that in no case shall the maximum amount payable under this section exceed fifteen thousand (\$15,000.00) dollars. In regard to employees holding the following positions which were increased to forty (40) hours per week effective upon ratification of the 2017-2018 collective bargaining agreement (i.e., City Librarian, City Engineer, Building Commissioner, Executive Director – Council on Aging, D.P.W. Financial Administrator, and City Planner), the maximum amount payable under this section shall not exceed Twelve Thousand Dollars (\$12,000). In the event of death, said benefit shall be paid to the employee's estate.

**Section 4:** Payment to employees for disability resulting from performance of duty:

**A.** All employees covered under this **AGREEMENT** shall receive compensation to be determined as follows:

Employees will be paid sick leave pay if eligible, for the first Five (5) days while out because of a work related injury. After the employee is out beyond Five (5) days, he/she will be paid by Worker's Compensation Insurance starting with the first day of the injury (M.G.L. Chapter 152).

**B.** In the event that the full weekly salary is paid to the employee due to lateness in payment by the Worker's Compensation Insurance, the employee will turn over to the City Treasurer any such applicable reimbursement settlement such as sick time buy-back.

**ARTICLE 11 – SICK LEAVE AND LEAVE OF ABSENCE (cont.)**

**Section 5:** The CITY agrees to reasonable consideration to request for unpaid leaves of absence of up to One (1) year for sickness, accident or any other valid cause after completion of the employee's initial probationary period, if applicable, subject to Civil Service Law. It is understood that any employee may be laid off or dismissed during said leave if such layoffs or dismissals are in process.

**Section 6:** If the City at any time feels that an employee is taking an unfair advantage of this section, or if the employee is absent for more than three (3) consecutive days, the employee will be obliged to present, upon request from the City, a doctor's certificate stating the purpose of said injury/illness and probable length of disability. Further payments to said employee may be stopped.

In accordance with Chapter 33, Section 59 of the General Laws, the Veteran's Service Agent, during the time of his/her service in the Armed Forces of the Commonwealth or during his/her annual tour of duty of not exceeding Seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, shall be entitled to receive pay therefore, without loss of his/her ordinary remunerations as an Employee, and shall also be entitled to the same leaves of absence or vacation with pay given to other like Employees.

**Section 7:** The City agrees to abide by the provisions of the Domestic Violence Leave Act, Small Necessities Leave Act, Family Medical Leave Act, and the Parental Leave Act. The provisions of said Acts are posted in each City building.

**ARTICLE 12 – MEDICAL INSURANCE/LIFE INSURANCE**

The CITY agrees that it will pay Fifty (50%) percent of the cost of medical insurance for such medical insurance coverage as is currently provided to all municipal employees or such successor medical insurance coverage as may be implemented for said employees.

**ARTICLE 13 – BEREAVEMENT LEAVE**

Each employee in the ASSOCIATION shall be granted leave without loss of pay in the event of death in his/her immediate family. Such leave shall be Three (3) days, excluding the day of the death and shall be for the purposes of attending the services for the deceased. For the purpose of this Article, the term "immediate family" shall mean and include the following:

Mother	Current Mother-In-Law
Father	Current Father-In-Law
Spouse	Current Sister-In-Law
Sister	Current Brother-In-Law

**ARTICLE 13 BEREAVEMENT LEAVE (cont.)**

Brother	Current Son-In-Law
Child	Grandfather
Grandson	Grandmother
Current Daughter-in-law	Granddaughter
Current Step-Father	Current Spouse's Grandparent
Stepchildren	Current Step-Mother

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

**ARTICLE 14 – MATERNITY LEAVE**

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

**Section 2:** The employee will be allowed to return to his/her same working shift and hours. A shift change may only be agreed upon by both the employee and employer.

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

**ARTICLE 15 – SUBSTANCE ABUSE PROGRAM AND FITNESS EXAMINATION**

**Substance Abuse Program**

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

**ARTICLE 15 – SUBSTANCE ABUSE PROGRAM AND FITNESS EXAMINATION**

**(cont.)**

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 and the results of such testing shall be held in confidence subject to the Substance Abuse Professional'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 his/her 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 the City's contracted Substance Abuse Professional who shall make a determination regarding whether testing shall occur. The Association will be notified if the Substance Abuse Professional is going to be changed, and the Association will have the right to provide input regarding the selection of a new Substance Abuse Professional.

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

The parties shall ensure the confidentiality of testing process and result. Access to information about the tests shall be limited to the Employee and only members of the City and ASSOCIATION officials with a compelling need for this information.

The following information shall be provided to the Employee:

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 what 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               |

**ARTICLE 15 – SUBSTANCE ABUSE PROGRAM AND FITNESS EXAMINATION**  
**(cont.)**

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 inferences 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 of corroboration, the results of CITY injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all inclusive examples 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. An Employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. 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 Substance Abuse Professional 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 on 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 said 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 Substance Abuse Professional has not followed the procedure outlined in this Article, the decision of the Substance Abuse Professional 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

**ARTICLE 15 – SUBSTANCE ABUSE PROGRAM AND FITNESS EXAMINATION (cont.)**

Testing Laboratory designated by the **CITY** and the **ASSOCIATION**. 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 the 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 includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The Employee may utilize sick days for such 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 that period 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.

The **CITY** will not implement a testing program until an Employee Assistance Program is in place.

Employees' rights under this program are subject to applicable federal and state law.

**PHYSICAL EXAMINATION**

Whereas physical well being is important to an individual and has significance to such individual's employer; the parties hereto seek to establish a confidential program that is

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**PHYSICAL EXAMINATION (cont.)**

workable and does not compromise an employee's individual rights which may be prejudicial to his/her employment relationship.

1. A participating employee will declare his/her participation by stating his/her intention to do so in writing.
2. The employer will establish qualified medical personnel to set up and conduct medically acceptable examining programs as are reasonably appropriate.
3. Such tests will be conducted during the hour of employment at the expense of the employer and an employee will be given reasonable notice of such examination (not less than several weeks).
4. The results of such testing will be retained by the examining physician and only distributed after an employee first examines the results of the testing and gives his/her assent to make the test available to defined specific other persons.
5. The employee's failure to grant assent to a person other than the medical examiner will not be used against him/her, in any manner, so as to affect his/her employment status.
6. Test results pursuant to this program and written or oral reports of any nature pertinent to the program will not be introducible in any disciplinary, retirement, sick leave or workers' compensation proceeding unless the tested employee authorizes the release of such specific information by executing an ascent to that end for that purpose. The employer agrees not to subpoena test data that is not voluntarily supplied by an employee in such proceedings.
7. The employer's stated purposes in establishing this program are the concern and interest that the municipal corporation has in the physical well being of its employees, officers, and agents of it as an employer. This interest may well impact on its health insurance program, the image of the work force to the community, and obviously the level of productivity of employees generally who are physically fit.
8. It is the acknowledged position of the employer to refrain from using any medical dates to affect adversely any employment rights, Civil Service protections, retirement rights or any civil rights which are individual in nature. It is the employer's desire to act in good faith as to an employee in the conduct of this program with the hope that service available under it may insure to an employee's individual wellness situation and present him/her a chance to improve his/her physical condition.

9. The employer shall have the right to accumulate aggregate results and not individual results. Such aggregate results may be utilized for such purposes as stated above.

**CPMEA Agreement: July 1, 2018 to June 30, 2021**

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### **ARTICLE 16 – CONSTRUCTION**

**Section 1:** This **AGREEMENT** shall be construed as a whole, and no provision shall be construed to be paramount to any other provisions hereof which may be claimed to be in conflict with it, but all parts of this **AGREEMENT** shall be construed to be of equal importance.

**Section 2:** This **AGREEMENT** incorporates the entire understanding of the parties all issues which were or could have been the subject of negotiation.

**Section 3:** If any provisions of this **AGREEMENT** should become invalid hereinafter by reason of any change or interpretation of law which is applicable thereto, and provided that such change or interpretation is effective to change this **AGREEMENT** without violation of the obligation of contract, then this **AGREEMENT** shall be modified only to such extent as is required by such law otherwise be and remain in full force and effect.

**Section 4:** By mutual consent of the parties hereto, the provisions of Massachusetts General Laws, Chapter 150E insofar as it may apply, shall be applicable to the terms of this **AGREEMENT**. The terms and conditions contained herein shall continue in effect for the current employees covered by this **AGREEMENT**, until such time as a successor **AGREEMENT** is executed.

### **ARTICLE 17 – DURATION**

Unless otherwise noted, the terms of this **AGREEMENT** shall be effective July 1, 2018, and shall be in effect through June 30, 2021.

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### **ARTICLE 18 – HOURS OF WORK**

**Section 1:** **ASSOCIATION** members agree that their respective offices will be open during the required hours established by the City, unless otherwise set to meet operational needs.

**Section 2:** There is a reasonable expectation that each full-time **ASSOCIATION** member will average a minimum of Thirty-Five (35) hours per week. However, in regard to the following positions, there is a reasonable expectation that each full-time **ASSOCIATION** member will average a minimum of Forty (40) hours per week: City Librarian, City Engineer, Building Commissioner, Executive Director – Council on Aging, D.P.W. Financial Manager, City Planner, and G.I.S. Coordinator. Effective July 1, 2019; the Registrar of Voters, Water

Superintendent, Chief Operator-Water Pollution Control, Public Health Director, Superintendent of Parks, Recreation & Cemeteries, WWTP Project Supervisor, Veteran's Services Agent, Purchasing Agent, City Messenger, and the Drinking Water Deputy Superintendent positions shall be increased to forty (40) hours per week. Note: The applicable

CPMEA Agreement: July 1, 2018 to June 30, 2021

### **ARTICLE 18 HOURS OF WORK (cont.)**

salaries shall be increased by the per diem amount (see attached salary amounts) effective upon the date that employees start working the Forty (40) hour per week schedule.

**Section 3:** In the event of an appropriation reduction in the annual salary of an employee, the affected employee's work hours will be reduced, accordingly. The employee's "per hour" rate will not be affected. In addition, the sick, personal, vacation, and insurance benefits may also be affected.

### **ARTICLE 19 – MISCELLANEOUS**

**Section 1:** ASSOCIATION members agree to fulfill the reasonable responsibilities assigned during the implementation of a reasonable employee performance review system, as established by the Human Resources Department. Employees shall be evaluated by the Mayor in accordance with the attached evaluation instrument. The Mayor shall solicit input, when appropriate, from Board Chairs and/or Supervisors.

**Section 2:** All members, who are appointed by the Mayor, with definitive dates of appointment, may request a written notice of an intention to re-appoint at least One Hundred Twenty (120) days prior to the expiration of their term. If so requested in a timely manner, the Mayor agrees to give notice of his/her intention no later than Ninety (90) days prior to the expiration. If the employee fails to get a timely response, his/her separation will take place no less than Ninety (90) days from the date of written notification. The Veteran's Service Agent, Superintendent of Parks, Recreation and Cemeteries, and Public Health Director shall receive a monthly travel allowance of \$225.00 per month. The requirement that they must utilize their private vehicles will be added to their positions' job description. They will not receive an allowance for any month in which they are not physically at their jobs for less than Eleven (11) working days. The Department of Public Works Financial Manager shall be compensated for use of a personal vehicle required to be used during the course of employment with the City at the Federal IRS rate per mile upon submission of a mileage log.

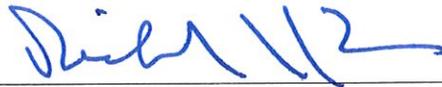
**Section 3:** The City agrees that a member's Thirty-Five (35) hour work week will not be reduced unless the work hours of each and every of their subordinates' are reduced below Thirty-Five (35) hours.

**Section 4:** The ASSOCIATION agrees that the City may implement a GPS system for all City-owned vehicles.

SIGNATURE PAGE

In witness whereof, on this 15<sup>th</sup> day of May, 2019, the **City of Chicopee** has caused its corporate seal to be hereto affixed in its name and behalf by the **Mayor**, and the **Chicopee Professional Municipal Employees Association** by its authorized representatives, and by duly elected officers of said **Association**.

THE CITY OF CHICOPEE

 5-17-19

RICHARD J. KOS  
MAYOR

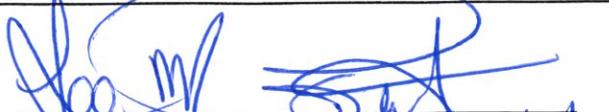
APPROVED AS TO FORM:

  
~~MARSHALL T. MORIARTY~~  
ASSOC. CITY SOLICITOR

APPROVED AS TO FUNDING:

 5/17/19  
SHARYN RILEY  
AUDITOR

CHICOPEE PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION

  
PRESIDENT 5/15/19

  
5/15/19  
, VICE PRESIDENT

**EXHIBIT A**  
**CHICOPEE PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION**  
**MEMBERSHIP ROSTER**

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**POSITION**

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**DEPARTMENT**

REGISTRAR OF VOTERS

REGISTRARS

VETERAN'S SERVICE AGENT

VETERAN'S

EXECUTIVE DIRECTOR-COUNCIL ON AGING

COUNCIL ON AGING

PURCHASING AGENT

PURCHASING

CITY MESSENGER

MESSENGER

BUILDING COMMISSIONER

BUILDING

CITY PLANNER

PLANNING

CITY LIBRARIAN

LIBRARY

PUBLIC HEALTH DIRECTOR

HEALTH

SUPERINTENDENT OF PARKS,  
RECREATION & CEMETERIES

D.P.W. PARKS

CHIEF OPERATOR-WATER POLLUTION CONTROL	D.P.W. WATER POLLUTION CONTROL
CITY ENGINEER	D.P.W. ENGINEERING
DRINKING WATER DEPUTY SUPERINTENDENT	WATER
WATER SUPERINTENDENT	WATER
PROJECT SUPERVISOR	D.P.W. WATER POLLUTION CONTROL
GIS COORDINATOR	PLANNING
DPW FINANCIAL ADMINISTRATOR	D.P.W. WATER POLLUTION CONTROL

**EXHIBIT B-1**

**CHICOPEE PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION  
SALARY SCHEDULE  
EFFECTIVE MARCH 22, 2019**

Position	FY19	FY20	FY21
Registrars of Voters	\$61,665.48	\$70,474.83	\$71,884.33
Veteran's Service Agent	\$62,099.86	\$70,971.27	\$72,390.70
Executive Director –Council On Aging	\$75,125.86	\$76,628.38	\$78,160.95
Purchasing Agent	\$67,143.44	\$76,735.36	\$78,270.07
City Messenger	\$66,317.11	\$75,790.98	\$77,306.80
Building Commissioner	\$80,419.25	\$82,027.64	\$83,668.19
City Planner	\$82,368.47	\$84,015.84	\$85,696.16
City Librarian	\$87,293.23	\$89,039.09	\$90,819.87
Public Health Director	\$71,347.94	\$81,540.50	\$83,171.31
Superintendent of Parks Recreation & Cemeteries	\$76,313.69	\$87,215.65	\$88,959.96

Chief Operator – Water Pollution Control	\$78,450.26	\$89,657.44	\$91,450.59
City Engineer	\$91,740.64	\$93,575.45	\$95,446.96
Drinking Water Deputy Superintendent	\$77,737.13	\$88,842.43	\$90,619.28
Water Superintendent	\$77,737.13	\$88,842.43	\$90,619.28
Project Supervisor	\$77,158.41	\$88,181.40	\$89,945.03
GIS Coordinator	\$63,730.27	\$66,230.27	\$68,730.27
DPW Financial Administrator	\$66,154.14	\$67,477.22	\$68,826.76

**EXHIBIT B-1**

**CHICOPEE PROFESSIONAL MUNICIPAL EMPLOYEES ASSOCIATION  
SALARY SCHEDULE II**

Position	FY19	FY20	FY21
Registrars of Voters	\$62,889.48	\$71,873.69	\$73,311.16
Veteran’s Service Agent	\$63,629.86	\$72,719.84	\$74,174.24
Executive Director –Council On Aging	\$76,523.46	\$78,053.93	\$79,615.01
Purchasing Agent	\$68,367.44	\$78,134.22	\$79,696.90
City Messenger	\$67,541.11	\$77,189.84	\$78,733.64
Building Commissioner	\$81,819.50	\$83,455.89	\$85,125.01
City Planner	\$83,766.07	\$85,441.39	\$87,150.22
City Librarian	\$88,690.84	\$90,464.66	\$92,273.95
Public Health Director	\$72,571.94	\$82,939.36	\$84,598.15
Superintendent of Parks Recreation & Cemeteries	\$77,537.69	\$88,614.50	\$90,386.79

Chief Operator – Water Pollution Control	\$79,674.26	\$91,056.30	\$92,877.43
City Engineer	\$93,488.30	\$95,358.07	\$97,265.23
Drinking Water Deputy Superintendent	\$78,961.13	\$90,241.29	\$92,046.12
Water Superintendent	\$78,961.13	\$90,241.29	\$92,046.12
Project Supervisor	\$78,382.41	\$89,579.90	\$91,371.50
GIS Coordinator	\$64,952.78	\$67,452.78	\$69,952.78
DPW Financial Administrator	\$67,554.40	\$68,905.49	\$70,283.60