

AGREEMENT BETWEEN
THE CITY OF CHICOPEE, MASSACHUSETTS

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1710 CHICOPEE FIREFIGHTERS, AFL-CIO

DATE SIGNED

EFFECTIVE DATES:

July 1, 2017 -June 30, 2020

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Preamble:

This **AGREEMENT** is entered into by and between the City of Chicopee referred to as the “City,” and the Chicopee Firefighters IAFF Local 1710, hereafter referred to as the “Union.” This agreement hereby modifies the collective bargaining agreement that expired on June 30, 2017, as follows. Except as modified herein, all terms and conditions of the contract that expired on June 30, 2017 shall continue in full force and effect and incorporated in the successor July 1, 2017 to June 30, 2020 collective bargaining agreement.

ARTICLE 1

GOVERNING LEGISLATION

1.01 Legislative authority for the said Collective Bargaining Agreement is to be found in Massachusetts General Laws, Chapter 150E (Chapter 1078 of the Acts of 1973) as amended as said statute exists on the date above mentioned and nothing herein contained shall be construed in any way so as to be in conflict with or exceed the authority granted to the parties under the said statutory provisions.

ARTICLE 2

DEFINITIONS

2.01 As used herein the following words shall have the meaning delineated below unless the circumstances or the context in which they appear clearly require that they be given a different meaning:

CHIEF — The Chief of the Chicopee Fire Department.

CLERK — The Clerk of the Chicopee Fire Department.

WORKING TOUR — A day in the week when an Employee is scheduled to be on duty for a Day Tour, a Night Tour or a Regular Tour; provided, however, that the working day for Employees who are scheduled for a Night Tour shall be considered to be the day on which such Night Tour commenced.

DAY TOUR — The period of duty for Employees which begins at 7:30 a.m. and terminates at 5:30 p.m.

NIGHT TOUR — The period of duty for Employees which begins at 5:30 p.m. of one day and terminates at 7:30 a.m. of the day next following.

REGULAR TOUR — The period of duty regularly required of Employees.

DEPARTMENT — The Fire Department of the City of Chicopee.

EMPLOYEES — All members of the Chicopee Fire Department, including Fire Medics, except the Chief of the Department and the Clerks of the Department; whether or not Union members. FIRE

APPARATUS — Any pump truck, ladder truck or other vehicle except ambulances, operated by the Department including the vehicle regularly used by the Deputy Chief.

FIRE MEDICS A firefighter who is qualified as an emergency medical technician.

GRIEVANCE COMMITTEE — A committee formed by the Local of not more than six (6) member for the purposes of hearing and resolving Employee's grievances, all as more fully described in ARTICLE 5 of this Agreement.

HOLDOVER — Those occasions when an Employee is required to remain on duty beyond the scheduled termination time of his tour of duty.

LOCAL — Local No. 1710, International Association for Firefighters, AFL-CIO.

MAYOR — The Chief Executive Officer of the City of Chicopee.

NEGOTIATING COMMITTEE — The committee selected by the Local to represent the Local in all negotiations with the Employer relative to the terms of this Agreement, interpretation thereof, and any subsequent agreements. No more than five (5) members of the Negotiating Committee or their designated alternates may attend any Bargaining Session.

OFFICER — An Employee having a rank of Lieutenant, Captain, Deputy Chief.

PAID DETAIL — An assignment of an Employee to duty at the direction of the Employer and upon the request of a third party, which third party is responsible for the payment to the Employee of additional compensation for completing such assignment.

RECALLED — An Employee shall be deemed to have been recalled if at any time subsequent to being relieved from duty, whether or not by incident commander, and at any time before such Employee is next scheduled to go on duty, he shall be called to return to duty by the Chief of the Department or by someone acting as Chief of the Department or acting on behalf of the Chief of the Department, and does so return to duty.

SAFETY AND HEALTH COMMITTEE — A committee of Employees designated by the Local and whose responsibility shall be as set forth in ARTICLE 7.

UNION — Local No. 1710, International Association of Fire Fighters, AFL-CIO.

UNIT — The bargaining unit which is composed of all Employees in the Department except the Chief of the Department.

WORKING OUT OF GRADE — An Employee shall be deemed to be Working Out of Grade and entitled to additional compensation when, for any working tour or more than one working tour, he assumes the duties and responsibilities normally assigned to and performed by an Employee associated with a fire fighting company having a higher compensation grade than that of the Employee so assuming; provided, however, that no one hereunder shall be so entitled unless a person of greater authority has directed that he do so either by order or by any use of words of command.

ARTICLE 3

UNION RECOGNITION AND RETENTION OF RIGHTS

3.01 The Employer hereby recognizes Local 1710, International Association of Fire Fighters, AFL-CIO, as the sole and exclusive bargaining agent for all Employees of the Department except the Chief of the Department, the Mechanic, and the Clerk of the Department for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment. The Employer agrees that the Negotiating Committee shall be the group within the Local exclusively responsible for conducting negotiations relative to interpretation of this agreement and with respect to any successor agreement except where otherwise expressly stated. The Local agrees that the Employer need not acknowledge any communication submitted to it other than by, through and under the Negotiating Committee except as otherwise expressly stated herein. The Local shall submit a written list containing the names and addresses of the regular members of the Negotiating Committee and of the alternate members of said committee. There shall be no more than five (5) regular members nor more than two (2) alternate members of the said committee. The Employer shall have the absolute right to require the presence of at least three (3) regular 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.

3.02 Except as may be expressly abridged by specific provisions of this agreement and applicable law of the Commonwealth, the City of Chicopee retains all management powers granted to it by law, specifically but not limited to the right to hire, discipline or discharge for cause, layoff, promote, transfer, and assign its employees; to promulgate 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 management functions of the City. The foregoing listing is not to be construed as expressing or implying any decreasing order of importance.

3.03 Subject to any decision of the United States Supreme Court to the contrary, the parties acknowledge an obligation to deal with affirmative action requirements in both hiring and layoff policies, and agree that whenever such instances arise, they will deal with such matters on a case by case basis, consistent with the requirements of the law and this agreement.

ARTICLE 4

BARGAINING SESSIONS

4.01 Bargaining sessions shall be conducted at a site mutually agreed upon by the Employer and the Local.

4.02 The absolute right to legal representation at any and all bargaining sessions is hereby reserved to both the Employer and the Local and no notice need be given as a condition precedent to the presence of legal representation. The names of chosen counsel shall be submitted to Employer by the Local and vice versa.

4.03 Upon receipt of a written request from either, the Employer, the Local, or the authorized representative of either, that a bargaining session be conducted, said session shall be scheduled at a mutually convenient time within ten (10) calendar days from said receipt. Subsequent sessions shall be scheduled at mutually convenient intervals provided that, in no event, shall the interval between any two (2) sessions exceed fourteen (14) calendar days unless the Employer and the Negotiating Committee mutually agree to the contrary.

4.04 Members of the Negotiating Committee of the Local shall be excused from duty, without loss of compensation, for purposes of attending bargaining sessions scheduled when such members are on duty or are scheduled to be on duty.

4.05 All bargaining sessions shall be treated as confidential and no information relative to discussions at said sessions shall be released by either the Employer or the Local or any representative thereof in public or private communication without prior notice to the other.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 A grievance shall constitute a complaint as to the meaning, application or interpretation of this Agreement relating to wages, hours, standards of productivity or performance or other terms and conditions of employment. It shall not include any individual attempts to amend or modify any provision of this Agreement. An employee with a grievance shall reduce the matter to writing, setting forth all details and any relevant article or articles of this Agreement or rules or regulations or other basis for such grievance and shall submit his statement to his Station Director with copies to his Local Secretary and Immediate Supervisor.

A grievance shall be submitted within seventy-five (75) days of when the Employee was aware of the occurrence or failure of occurrence on which the grievance is based.

5.02 It shall be the duty of said immediate Station Director to meet with the aggrieved Employee within five (5) calendar days after receiving said statement for the purpose of reviewing the substance of said grievance. The Station Director shall attempt to resolve said grievance promptly and in a manner which is equitable, bearing in mind that the best interests of the Department must be protected and so long as such resolution is consistent with the terms of this Agreement

5.03 If, within three (3) calendar days of the meeting referred to in Paragraph 5.02, immediately above, the grievance has not been resolved to the satisfaction of the aggrieved Employee, his immediate Station Director shall submit said statement of grievance and a written report of his findings to a representative of the Local Grievance Committee. The Grievance Committee shall meet with the aggrieved Employee within five (5) calendar days of receipt of the statement of grievance and report of the aggrieved Employee's immediate Station Director for purposes of reviewing the grievance complained of.

5.04 If, within five (5) calendar days subsequent to said meeting a resolution satisfactory to the aggrieved Employee has not been attained, the Grievance Committee shall submit its report to the Chief together with a recommended disposition. Within five (5) calendar days of receipt of the

report of the Grievance Committee, the Chief shall meet with the Grievance Committee and the aggrieved Employee.

5.05 If, within five (5) calendar days of the meeting referred to in Paragraph 5.04 immediately above, a resolution satisfactory to the aggrieved Employee has not been attained, the Chief shall submit to the Mayor a written report of his findings and recommended disposition. The Mayor shall, if he deems it necessary, meet with the aggrieved Employee and, in any event, shall take up the matter and reach a decision within thirty (30) calendar days after receiving such report and shall notify the aggrieved Employee of such decision in writing forthwith with a copy of such decision sent to the Grievance Committee of the Local.

5.06 The decision of the Mayor shall be final, unless there is a right of appeal under any statute, Civil Service regulation or City ordinance, or unless the employee or Local request arbitration within ten (10) calendar days from receipt of the Mayor's decision. If the employee elects a right of appeal under Civil Service statute or regulation, such election shall constitute a choice of remedies and neither he nor the Local will be entitled to arbitrate the grievance. In similar fashion, election of arbitration shall constitute a choice of remedies and neither the employee nor the Local may choose to proceed to appeal to Civil Service. Any arbitration shall be conducted by an arbitrator mutually acceptable to the parties, and if the parties cannot mutually agree upon such an arbitrator within fifteen (15) days of the demand for arbitration, then by a designee of the American Arbitration Association (AAA) in accordance with its rules. Costs shall be borne equally by the parties. The decision of the arbitrator shall be final and binding upon the parties, provided, however, that the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor require any violation of State law applicable to the parties.

5.07 The Grievance Committee may, if it deems it necessary or desirable, on its own motion, file a written statement of grievance pertaining to any matters related to the Employee—Employer relationship, including, but not limited to, discriminatory practices and matters related to the health, safety, efficiency or morale of the Department. Said statement shall be submitted directly to the Chief and the procedure set forth in Paragraphs 5.04, 5.05 and 5.06 of this ARTICLE 5 shall be applicable. This section will not be utilized in an attempt to collectively bargain over wages, hours and conditions of employment unless mutually agreeable to the parties.

ARTICLE 6

CONDITIONS OF EMPLOYMENT

6.01 Except where specifically referred to in this Agreement and altered by it, all existing rules and regulations contained in any statute, or ordinance of the City of Chicopee not in conflict with the express terms of this Agreement and the Rules and Regulations of the Chicopee Fire Department, as amended, or as may be from time to time amended subsequent to the execution of this Agreement, shall remain in and be in full force and the said Rules and Regulations of the Chicopee Fire Department, as amended, are hereby incorporated by reference into this Agreement unless such modification or abridgment is prohibited under M.G.L. Chapter 150E. The Employer reserves and retains the right to issue rules and regulations governing the operation of the Department and the duties of Employees; provided, however, that no such rules or regulations shall be in violation of the express provisions of this Agreement and that, in the event any question arises between any such rule or regulation (whether preexisting or issued subsequent to the signing of this Agreement) and the provisions of this Agreement, the provisions of this Agreement shall prevail and such rule or regulation shall be void and without force or effect as shall be the case in the event such rule or regulation is in derogation of any benefit or privilege enjoyed by Employees at the date of the execution of this Agreement, whether or not the same is expressly set forth herein.

ARTICLE 7

HEALTH AND SAFETY

7.01 The Employer, the Union and all Employees shall cooperate in all matters of safety, health and sanitation.

7.02 In furtherance of SECTION 1 of this ARTICLE, a Committee, known as the Safety and Health Committee and composed of no more than four (4) Employees, shall meet with the Chief periodically to discuss and resolve problems relating to safety, health and sanitation.

7.03 Nothing contained in this ARTICLE 7 shall limit or shall be construed so as to limit the Grievance Procedure set forth in ARTICLE 5 and grievances relating to safety, health and sanitation may be presented in accordance with the procedure set forth in said ARTICLE 5.

7.04 The Employer shall continue to provide efficient and safe equipment to and for the use of Employees.

7.05 An Employee who is incapacitated for duty because of injury or illness sustained in the performance of his duty, while on special duty assigned by his superior (whether or not he is paid for such special duty by the City) and while going to or from work or while on duty, whether or not at the scene of a fire, shall be granted leave without loss of pay for the full period of such incapacity; provided that no such benefit hereunder will be available, but leave in accordance with ARTICLE 25 will be available, if it is finally determined that the employee was not acting within the scope of his employment as a member of the City's Fire Department or if it is so determined that the employee was guilty of contributory negligence at the time of the event or events giving rise to such incapacity. All amounts payable hereunder shall be paid at the same time and in the same manner as, and for all purposes shall be considered to be, the regular compensation of the Employee.

7.06 Effective upon ratification, if a member files a claim or complaint against any third party, including any insurance company, for injuries arising out of any incident for which the member was paid wages under c. 41, Section 111F, the member will notify the Chief and the City Solicitor in writing of the name and address of his or her attorney in advance of filing such claim.

ARTICLE 8

VACATIONS

8.01 Employees having ten (10) or more years of service with employer, whether or not such service has been entirely within the Department, shall be granted thirty-two (32) working tours of paid vacation annually commencing in the calendar year in which such ten (10) years of service is attained.

8.02 Employees having less than ten (10) years but five (5) or more years of service with the employer, shall be granted twenty-four (24) working tours of paid vacation annually. All Employees attaining five (5) years of such service shall be granted twenty-four (24) working tours of paid vacation annually commencing with the calendar year in which said five (5) years of service is attained.

8.03 Employees who, on June 1 of any year, have thirty (30) or more weeks of service with Employer, whether or not such service has been entirely within the Department, but less than five (5) years of such service, shall be granted sixteen (16) working tours of paid vacation annually.

8.04 Administration of vacations with the Department, except as altered by anyone or more of the Paragraphs of this article, shall be in accordance with past practices, insofar as

members per group and per station who may be simultaneously on vacation is concerned and no vacation shall be assigned.

8.05 Without prior approval of the Chief of the Department, no more than fifty (50%) percent of the officers of any group shall take vacations simultaneously.

8.06 The following allocation of available manpower by station is intended to incorporate into this agreement the existing practice of the Department with regard to the scheduling of Employees of the bargaining unit for vacation and is not to be considered or construed as a minimum-manning clause by station:

STATION	NORMAL COMPLEMEN	RESTRICTED PERIOD	AT OTHER TIMES	MINIMUM COMPLEMEN
#1	14 Men Inc. Amb.	2 Men Vacation 1 Deputy Chief	2-Vacation 1 Deputy Chief	11-Men Inc. Amb.
#3	4 Men	1 Man Vacation	1 Vacation	3 Men
#4	3 Men	1 Man Vacation	1 Vacation	3 Men
#5	6 Men	1 Man Vacation	1 Vacation	5 Men
#7	4 Men	1 Man Vacation	1 Vacation	3 Men
#8	4 Men	1 Man Vacation	1 Vacation	3 Men
Total:	35 Men			28 Men

8.07 In the event the Chief has reasonable cause to believe the primary mission of the Department has been impaired by vacation schedules, he shall have the right to discuss solutions with the union.

8.08 A vacation schedule shall be prepared and posted in all department buildings annually on or before November 1, of the preceding year. In selecting vacations, conflicts between employees shall be determined by rank first, department seniority second. Every firefighter will be entitled to two (2) week summer vacation. For the purpose hereof, the "summer vacation period" shall be the ten (10) weeks beginning with the fourth (4th) Sunday of June of each year.

8.09 If a member is suspended for 30 or more consecutive days he/she does not accrue vacation time during that period.

ARTICLE 9

OVERTIME

9.01 Firefighting Employees, Emergency Medical Technicians and personnel assigned to ambulances, and Fire Alarm Dispatchers working in excess of their regularly scheduled working tours shall be considered to be working overtime. All other Employees working in excess of eight (8) hours on any Regular Tour shall be considered to be working overtime. All Employees so working shall be paid at the applicable overtime rate set forth in Paragraph 9.04.

9.02 All Employees required to work overtime within the meaning of Paragraph 9.01 or on a HOLDOVER shall receive pay at the overtime rate set forth in Paragraph 9.04; and Employees shall be compensated at overtime rates for the number of hours worked, with any portion of a half-hour being considered a full half-hour for purposes of computing overtime compensation.

9.03 All Employees recalled to duty and who actually report pursuant to such recall shall be paid at overtime rates and shall receive a minimum of six (6) hours of pay. All recalled Employees shall be dismissed from duty upon completion of six (6) hours of duty or as soon thereafter as the emergency prompting their recall shall have abated and may, in the discretion of the Deputy Chief, be dismissed prior to the completion of said six (6) hours if such emergency shall have sooner abated. For all hours worked in excess of six (6), recalled Employees shall be compensated at overtime rates for the number of hours worked, with any portion of an hour being considered a full hour for purposes of computing overtime compensation.

9.04 The hourly rate of overtime pay for Employees working as firefighters, Emergency Medical Technicians, ambulance attendants and dispatchers shall be determined by dividing the then effective weekly rate of pay of the Employee so working by the number forty-two (42) and then multiplying the resulting figure by one and five tenths (1.5). Effective January 1, 2007, the hourly rate of overtime pay for each other Employee shall be determined by dividing the then effective weekly rate of pay of the Employee so working by forty-two (42) and then multiplying the resulting figure by one and five tenths (1.5).

9.05 Effective upon ratification, the parties recognize that the Department is comprised of ranks, i.e., Deputy Chief, Captain, Lieutenant and Firefighter, and that overtime opportunities will vary within the various ranks and job functions.

When an overtime opportunity arises, it shall be equitably distributed among eligible employees in each rank as listed above.

The parties agree that members being offered a minimum of five (5) overtime tours per calendar year shall be considered to be equitable distribution provided that the tours are offered exclusive of Christmas Eve, Christmas Day, and/or Thanksgiving and with 24 hours notice to the employee. In the event such tours are not offered, the parties agree that the City shall pay the minimum amount for overtime tours (10 hour tour) not offered to each member.

In the event of an overtime opportunity, the member with the least overtime in each rank will be called first. Once all members in each rank are offered equal amounts of overtime, members will then be called by seniority.

9.06 All Bargaining Unit Employees shall receive an Equity Adjustment. Such Equity Adjustment shall be in the amounts set forth in the applicable sections of Article 14, and the amounts in effect thereafter for each individual shall reflect the negotiated percentage increases in the base pay as provided in the applicable wage schedules set forth in article 14.

ARTICLE 10

PAID HOLIDAYS

10.01 The following shall be considered paid holidays by the Employer with the period of the holiday to be that recognized by the Commonwealth of Massachusetts:

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

Effective on January 1, 2012, the foregoing holidays shall be rolled into base wages and Sections 10.01 through 10.04 shall cease to be in effect and part of this Agreement.

10.02 For all of the days listed in Paragraph 10.01, every Employee, whether or not incapacitated due to illness or injury, shall be entitled to additional compensation, determined in accordance with Paragraph 10.03, regardless of whether such Employee was required to be on duty for any or all of said days.

10.03 Effective January 1, 2007 the rate of holiday compensation for each holiday period so recognized by the Commonwealth of Massachusetts shall be computed by dividing the Employee's then effective weekly rate of compensation by forty-two (42) as to those assigned to rotating tours and by forty-two (42) as to other employees and multiplying the result thereof by ten (10). In the event any one or more of each holidays is recognized by the Commonwealth for a period in excess of twenty-four (24) hours, then said excess shall be considered an additional holiday.

10.04 In addition to the identified holidays appearing in Paragraph 10.01, above, any other days which may be declared legal holidays by the Commonwealth during the term hereof shall be considered paid holidays under the provisions of this article for all members of the bargaining unit represented by Local 1710.

ARTICLE 11

UNION SECURITY AND BUSINESS LEAVE

11.01 The City of Chicopee agrees not to discharge or discriminate in any way against Employees for Union membership or lawful Union activities not inconsistent with provisions of the Constitution of the United States of America or of any State, Municipal or Departmental law or regulation.

11.02 Employees shall be excused from duty without loss of pay or benefits, and without the requirement to make up said loss of time while in attendance as official delegates to any regular or special meeting of the Professional Fire Fighters of Massachusetts, any regular or special meeting of Local 1710, or as official delegates to any one or more of the following conventions and conferences; provided further that the total number of working tours actually not worked by any employee so serving and attending shall not exceed thirty (30) working tours in any one calendar year:

- a. International Association of Fire Fighters AFL-CIO
- b. Professional Fire Fighters of Massachusetts AFL-CIO
- c. Massachusetts State Labor Council, AFL-CIO
- d. Professional Fire Fighters of Massachusetts Conference
- e. Pioneer Valley Labor Conference, AFL-CIO

11.03 The Employer agrees that it will not enter into any Agreement with any Employee covered by this Agreement which is contrary to this Agreement.

ARTICLE 12

HOURS

12.01 The following 24-hour shift schedule is being implemented for the term of this agreement subject to the following conditions:

a. The 24- hour per day shifts shall be implemented as of Sunday January 6, 2008 as a 2- year pilot program with quarterly reviews by a committee of 6 persons with 3 appointed by the Mayor and 3 by the union. The parties agree to submit any disputes over implementation to binding arbitration within 14 days of the Mayor being notified of the dispute.

b. The regular work week for the firefighting members and for Fire Medics shall be forty-two (42) hours. The forty-two (42) hour work week shall be in accordance with the chart in below consisting of the following pattern of work days for the 24-hour shift schedule: 24 hours on, 24 hours off, 24 hours on, and five 24 hour periods off, with "W" representing working and "O" representing a day off:

WOWOOOO
OWOWOOO
OOWOWOO
OOOWOWO
OOOOOWW
OOOOOWO
WOOOOOW
OWOOOOO

c. The 24-hour shift schedule shall begin at 0730 hours on Sunday, January 6, 2008. The Union agrees, notwithstanding that the introduction of the 24-hour shift on this date will result in Group A working an additional ten hour day shift on January 5, 2008, that no Group A employee shall be entitled to any extra overtime for such shift. To the extent any Group A employee objects to this provision, the Union will ensure that sufficient volunteers are available to work the January 5 day shift on this basis on a shift swap basis. In accordance with this starting date, the groups assigned to each 24- hour shift for the first cycle beginning on January 6, 2008 shall be as follows:

ABAB CDC
DABABCD
Etc. etc. etc.

d. There will be no change in benefits accruing to either the City or the Union by the introduction of the revised 24-hour shift scheduling. Each 24-hour period shall consist of two working tours, a ten (10) hour day tour followed by a fourteen (14) hour night tour stacked on top of each other to create the 24-hour shift. If there are any additional benefits not identified in this Collective Bargaining Agreement that are inadvertently increased or expanded as a result of the introduction of the new schedule, then they will be of no force and effect. By way of example, all existing methods applicable to sick, vacation, tour swaps, bereavement, and overtime will remain unchanged. The Chief will monitor leave usage and such usage will be discussed during the quarterly meetings.

e. No employee shall work more than 14 consecutive hours on ambulance duty nor shall any employee work more than 38 consecutive hours (except at the discretion of the Chief or Deputy Chief).

An eight (8) week cycle shall be employed and the fire fighting members of the Department shall be broken into four (4) groups.

12.02 The regular work week for Executive Officer, members of the Fire Prevention, Maintenance and Training Divisions and Fire Alarm Division shall be forty (40) hours. The regular work week for Fire Alarm Dispatchers (Telephone Dispatchers) shall be forty-two (42) hours.

12.03 For those working rotating shifts, the day tour will begin at 7:30 a.m. and end at 5:30 p.m. and the night tour will begin at 5:30 p.m. and end at 7:30 a.m. on the day next following. With the approval of all groups and the Chief and the Deputy Chief regularly assigned to each group, the relief times for any particular station may be adjusted to the mutual satisfaction of all so long as no official relief time regarding a day tour occurs earlier than 7:00 a.m. or later than 7:30 a.m. and so long as no official relief time for a night tour occurs earlier than 5:00 p.m. or later than 5:30 p.m.

12.04 For those not working rotating shifts the regular work week shall be a forty (40) hour a week work schedule that is approved by the Chief of the Department. Provided however, that starting times for any day, week or greater period may be changed by the chief based on operational needs.

12.05 The Executive Officer, Training and Safety Officer, Fire Prevention Officer, and any other Fire Department employee working in a staff position shall work a 40 hour per week schedule

that is acceptable to the Chief of the Department. None of the Employees whose positions are set forth in this Paragraph 12.05, shall be required to work on any holiday recognized in article 10 hereof except under emergency circumstances and, if so required by reasons of such circumstances, they shall, in addition to regular compensation and holiday compensation, be entitled to overtime compensation as elsewhere provided for herein.

12.06 Up to ten (10) shift swaps or tour of duty exchanges shall be allowed, and there shall be no time limit for their repayment.

12.07 Beginning July 1, 2006, a firefighters' work period strictly for wage and hour purposes is twenty-eight (28) days.

ARTICLE 13

CLOTHING ALLOWANCE

13.01 A clothing allowance shall be paid to each member of the Fire Department on a yearly basis. Said cash payment shall be the sum of Seven Hundred and Fifty Dollars. The payment of the clothing allowance shall be made on an annual basis and be received on the next payday that occurs after August 1. The City agrees to appropriate the agreed to annual payment per fiscal year per authorized bargaining unit position for a clothing allowance.

It is further understood that any protective clothing, such as helmets, gloves, rubber or canvas coats, eye shields, night hitch's, boots and rubbers shall be furnished, replaced and/or repaired at the City's expense. No item will be replaced or repaired at the expense of the City unless specifically so authorized by the Chief or his designee and unless the original item is turned in for repair or replacement. Individuals who lose or misplace or have equipment taken or stolen will be required to replace such items at their own expense. Every effort shall be made to update such protective clothing and equipment as improved clothing equipment becomes available and to provide new protective clothing to each new Employee.

13.02 Employees initially hired into the bargaining unit shall be entitled to a partial clothing allowance predicated upon the application of the following formula: The number of full months or parts thereof remaining between the date of hire and the next succeeding July 1 x appropriate clothing allowance divided by 12.

Beginning with the July 1 next succeeding, each of such employees shall be entitled to a full clothing allowance under the provisions of Paragraph 13.01, above.

13.03 The Chief shall have the right to require members of the bargaining unit to maintain proper clothing, dress and work, and, in the event of failure to do so, Employees shall be subject to written reprimands or other appropriate discipline.

ARTICLE 14

WAGES

New Hires 80%; after 14 weeks 85% for the next two (2) years; after 2 years 90% for (1) year; and 100% pay of current one (1) year Firefighter after the third (3rd) full year after completion of the initial 14 week training.

Existing Firefighters:

June 30, 2018 at 11:59 p.m. – 2% increase to base wages. In addition, the following gross lump sum payments minus all usual withholdings and deductions shall be issued to bargaining unit members who are still employed as of the date of ratification:

- i. \$975 for Fire Fighters
- ii. \$1,200 for Lieutenants
- iii. \$1,425 for Captains
- iv. \$1,700 for Deputy Chiefs

July 1, 2018 – 2% increase to base wages.

July 1, 2019 – 2% increase to base wages.

In exchange for the addition of the random drug policy attached to this agreement as an Addendum, the City agrees to the following additional wage increases:

June 30, 2018 at 11:59 p.m. – 0.5% increase to base wages.

July 1, 2018 – 0.5% increase to base wages.

July 1, 2019 – 0.5% increase to base wages.

14.01 Effective July 1, 2014, the following wage schedule shall be in effect:

See "Exhibit A" for new wage schedules.

Badge #1 will be paid 12% higher than their individual normal pay, Lieutenants will be paid 25% more than a Firefighter, Captains, Fire Prevention Officer and Training & Safety Officer will be paid 12% more than Lt's, Deputy Chiefs will be paid 12% more than Captains. The Badge #1 twelve percent (12%) amount shall be eliminated upon the retirement of the individual who holds Badge #1 as of June 8, 2018, and instead provide four percent (4%) to each of the top three Badge holders.

14.02 Effective July 1, 2004, all employees hired before January 1, 1998, will receive an additional 3% increase, upon completion of eight years of service with the Chicopee Fire Dept. Employees hired after January 1, 1998, will receive the additional 3% only if they have completed eight years of service with the C.F.D, and have completed their medic obligation and continue to be certified as an EMT. The increase will be effective on January 1st following the fulfillment of these conditions. If EMT certification is allowed to lapse, the 3% increase will cease. The employee will be responsible for re-paying the City any funds that were erroneously paid.

*(The after 8 yr. step, and Officer pays will be based on the pay of a C.F.D Firefighter after the third full year and 14 weeks after the firefighter's date of hire).

14.03 All employees shall receive a three and one-half percent (3.5%) night shift differential for twenty-eight (28) hours each week, such additional compensation to be included in each week's pay. Such pay shall be included in weekly pay for all purposes and at all times and shall be treated as regular compensation for retirement purposes.

14.04 All Members of the bargaining unit shall receive one dollar (\$1.00) per course per week from any course offered by the Massachusetts State Fire Academy. Said courses shall be the responsibility of the employee and on the employee's time and shall be capped at twenty (20) classes. To be eligible, a class must be scheduled to last more than two and one half hours (2 1/2). Effective July 1, 2012, this class cap shall be increased to thirty (30) classes.

14.05 Members of the Chicopee Fire Department represented by Local 1710, I.A.F.F., who successfully complete the ten (10) required meetings for Hazardous Material Certification shall receive a Thousand (\$1,000.00) Dollars upon completion of the initial certification. Annually thereafter, a member who successfully maintains said certification shall receive an additional One Thousand (\$1,000.00) Dollars per year.

14.06 Support staff to the chief (fire prevention and training officer) who are working a forty (40) hour work week, shall be compensated at the same weekly amount as an officer of equal rank who works a rotating shift. Support staff members shall receive all benefits enjoyed by members working the rotating shift for this and all future agreements between the city and local -- 1710.

ARTICLE 15

LONGEVITY PAY

15.01 The City of Chicopee shall pay Employees for longevity at the rate of Two Hundred Twenty Five (\$225.00) Dollars for Ten (10) years of service; Four Hundred (\$400.00) Dollars for Fifteen (15) years of service; Six Hundred (\$600.00) Dollars for Twenty (20) years of service, Eight Hundred (\$800.00) Dollars for Twenty-five (25) years of service and Eight Hundred Fifty (\$850.00) for Thirty years of service. In all such cases said sums shall be paid to those Employees whose anniversary date precedes July 1 on the first payroll of July and to those Employees whose anniversary date is July 1 or subsequent on the last payroll of December. Effective July 1, 2012, the Eight Hundred Dollar (\$800.00) and Eight Hundred Fifty Dollar (\$850.00) longevity payment will be eliminated and employees with twenty-five (25) and thirty (30) years of service shall receive a one-time increase of 4% to base.

15.02 In the event that an Employee eligible for longevity as set forth in any of the provisions of Paragraph 15.01, above, shall have his employment terminated by reason of death, whether or not incurred in the line of duty, mandatory retirement upon attaining the age of mandatory retirement, which may be in effect from time to time, disability retirement or who voluntary retires while a member in good standing in the employment of the City, he shall be entitled to the following in addition to other benefits payable to him with his last payroll: The greater of One Hundred (\$100.00) Dollars or the annual longevity payment multiplied by one of the following fractions; whichever may be applicable:

- a. Number of days elapsed between July 1 of the year preceding the year of retirement or death and the effective date of retirement or date of death if the Employee's anniversary date and effective date of his retirement or the date of his death are both prior to July 1 of any year. 365
- b. Number of days elapsed between January 1 of year of retirement or death and the effective date of retirement or date of death if the Employee's anniversary date and the effective date of his retirement or the date of his death are both subsequent to July 1 of any year. 365
- c. Number of days elapsed between January 1 of the year of retirement or year of death and the effective date of retirement or date of death if the Employee's anniversary date is subsequent to July 1 and the effective date of his retirement or the date of death is prior to July 1. 365
- d. Number of days elapsed between July 1 of the retirement year or year of death and the effective date of retirement or date of death if the Employee's anniversary date is prior to July 1 and the effective date of retirement or date of death is subsequent to July 1. 365

ARTICLE 16

WORKING OUT OF GRADE

16.01 Effective July 1, 2012, the following out of grade rates shall be in effect for the duration of the agreement:

Day Tour:

Fire Fighter acting as a Dispatcher	\$42.00
Fire Fighter acting as a Lieutenant	\$25.00
Lieutenant acting as a Captain	\$25.00
Captain acting as a Deputy	\$25.00

Night Tour:

Fire Fighter acting as a Dispatcher	\$53.00
Fire Fighter acting as a Lieutenant	\$30.00
Lieutenant acting as a Captain	\$30.00
Captain acting as a Deputy	\$30.00

16.02 The Chief may assign, from time to time, an Employee of the bargaining unit to work with the non-bargaining unit mechanic. While any employee is so assigned he shall receive additional compensation equal to one compensation grade above that which he otherwise would earn.

16.03 The most senior employee in the working group who is assigned to the station in which the vacancy occurs who has taken a Civil Service examination for such position and whose attained score thereon was of an amount sufficient to qualify him as having received a passing score shall be first requested to accept the out-of-grade assignment. If, for any reason, that employee refuses or is unable to accept the out-of-grade assignment, it shall be offered to other employees in the working group and assigned to the station in which the vacancy occurs who have taken and passed said examination in accordance with their seniority and, if all of those employees refuse or are unable to accept the out-of-grade assignment, the deputy in charge and on duty shall designate the most senior employee then on duty in the station and who is regularly assigned to the then working group to accept the out-of-grade assignment.

16.04 Reasonable effort shall be made to offer any provisional or other interim promotion which may be authorized under the provisions of Chapter 31 of the General Laws first to that person in the next lowest rank who has accumulated the most seniority in such rank and, if that person is unwilling or unable to accept the provisional or other interim promotional opportunity, to offer it next to the second most senior person in such rank. For the purposes hereof seniority shall mean the total

amount of time served by the person in such lower rank; i.e., if a provisional promotion to Captain is to be made, reasonable effort shall be made to offer it first to that Lieutenant who has accumulated the most seniority as a Lieutenant even though that person may not be the person with the most seniority as a member of the City's Fire Department.

16.05 Vacancies in a position shall be offered to firefighters based on examination scores. If such vacancy shall remain unfilled the temporary vacancy shall be offered to firefighters based on seniority.

16.06 Notwithstanding any other provision of this Article above, compensation for working out of grade shall be in accordance with the provisions of Article 16 of this Agreement on and after the 46th calendar day from the Chiefs receipt of notice from any member of the bargaining unit holding any officer rank advising the Chief of a contemplated resignation or retirement provided such notice, unless the vacancy created by such resignation or retirement is filled on or before such 46th day by the promotion of another member of the bargaining unit to such position. It is the understanding of the parties to this Agreement that all vacancies in the officer ranks of the Department are to be filled at the earliest possible time following the creation of each such vacancy; however, the parties recognize that the process of obtaining certified lists from which to make appointments to fill vacant positions from the Personnel Administrator of the Commonwealth requires time to complete. Employees contemplating resignation or retirement shall be encouraged to provide the Chief with notice of the same at least 45 days in advance so as to enable the City to plan for the filling of the vacancy caused by such resignation or retirement in an orderly and timely manner.

16.07 No later than the forty-sixth (46th) day following a vacancy in the officer ranks, the City shall provisionally promote a member of the bargaining unit to fill the vacancy and shall pay such employee the full pay of the officers position to which he has so been promoted.

16.08 Notwithstanding any other provision of this Article above, and effective upon ratification, in the event of the absence of the House Captain in Stations 3, 4 and 8 of more than thirty (30) consecutive days, the most senior Lieutenant at the affected station will receive the out of grade assignment.

ARTICLE 17

EXAMINATION TIME

17.01 Employees shall be granted time off from duty without loss of compensation equal to the scheduled length of such examination plus ninety (90) minutes for the purpose of taking any Civil Service Examination conducted by the Civil Service Commission for which Employees are eligible if such examination or any part thereof is scheduled to be held at a time when the Employees are scheduled for duty. Employees who desire Examination Time as provided for herein shall file requests there for not later than seven (7) calendar days in advance of the date established for such examination.

17.02 Civil Service Examination: Effective upon ratification, the City agrees to reimburse members the cost of an examination for passing one civil service examination per member per rank. City agrees to request a civil service examination every two years if there are less than three eligible candidates on the civil service list for a particular rank.

ARTICLE 18

BEREAVEMENT LEAVE

18.01 Effective upon ratification, employees shall be eligible for a maximum of four (4) working tours of bereavement leave with pay in the event of the death of a spouse, brother, step brother, sister, step-sister, mother, step mother, father, step father, son, step son, daughter, step daughter, grandchild, grandparent, brother-in-law and sister-in-law of either the Employee or his spouse or any relative of the Employee or his spouse or other person who was actually and lawfully living in the immediate household of the Employee at the time of death or at the commencement of the terminal illness. When an Employee must travel in excess of One Hundred (100) miles to be in attendance at the funeral services or burial services of a person entitling the Employee to Bereavement Leave under the provisions hereof, the Employee shall be granted one (1) day of travel time to reach said site and one (1) day of travel time to return from said site in addition to the said Bereavement Leave.

18.02 Other than those instances in which an Employee must travel, as aforesaid, in excess of one hundred (100) mile to be in attendance at the funeral or burial service, no such bereavement leave shall extend beyond 5:30 p.m. of the day following the date of the funeral of the deceased. In those instances where travel, as aforesaid is required, no such bereavement leave shall extend beyond 5:30 p.m. of the second day following the date of the funeral of the deceased. Bereavement leave shall be

separate from and not charged to any other form of leave.

18.03 If the funeral services or burial services of a person entitling the Employee to Bereavement Leave under the provisions hereof take place on a working tour on which the Employee has a scheduled tour of duty, whether the tour is a day or night tour, then the Employee's Bereavement leave with pay shall extend until the end of said working tour, and the Employee shall not be required to return to duty until his next scheduled tour.

ARTICLE 19

MEDICAL INSURANCE

19.01 For each Employee, the City agrees to pay not less than fifty percent (50%) of any premium assessed by any carrier having a contract with the City covering municipal employees for accident and health benefits (Blue Cross-Blue Shield or equivalent and master medical coverage) and not less than fifty percent (50%) of any group life insurance plan in effect for City employees. The City further agrees that any replacement plans and coverage's shall be at least equal to those now in effect.

19.02 During the term of this Agreement the City will contribute its required share to all group insurance plans in which employees are participants, including, but not limited to, contributions of life insurance premiums on behalf of employees insofar as coverage now in effect with Boston Mutual Life Insurance Company (or any successor thereto) is concerned.

ARTICLE 20

SENIORITY

20.01 The Chief shall cause to be established a seniority list within thirty (30) days of the execution hereof. Once such list is established, it shall be posted in all stations of the Department for a period of not less than thirty (30) calendar days. At the time of posting, a copy of said list shall be mailed or delivered to the President of the Union. It shall be the responsibility of each Employee to review the posted seniority list and initial the same if such Employee has no objections to his position on such list. In the event an Employee has an objection to his position on such list, he shall, within twenty (20) days of first posting, inform the President of the Union and the Chief in writing of his objection and the reasons therefore. The President of the Union, the Chief and the Employee or Employees so objecting shall, at a mutually convenient time not later than forty (40) days from the date of first posting, meet and confer regarding the objections so

noted. The Chief shall make such revisions as he may deem appropriate predicated upon dates of hire as they appear on Civil Service records only and in accordance with Section 33D of M.G.L. Chapter 31, and, once such revisions have been made, such list shall be re-posted, shall remain re-posted for an additional thirty (30) days and each Employee shall again be responsible for reviewing his position on such re-posted list and for noting and processing such objections as aforesaid. Re-posting shall continue to occur until such time as twenty (20) days having elapsed from date of last re-posting, no objections shall have been filed. At such time, such seniority list shall be deemed approved and not subject to later challenge by any Employee whose name appears thereon. After the final establishment of the initial seniority list, the seniority list will be updated and posted not less frequently than annually. The final seniority list shall apply only to layoffs, rehiring, and, within groups assigned to the same station, for working out of grade opportunities and priority of vacation selection.

20.02 Seniority in the Department shall, additionally, be by rank and consist of the length of the accumulated service of each Employee in his respective rank.

20.03 An Employee's length of service shall not be reduced by time lost due to any authorized leave, be it sick leave, injured leave, military leave or other.

20.04 Accumulation of seniority shall be suspended in the event an Employee is suspended for just cause for the duration of any such suspension in excess of thirty (30) calendar days upon the expiration of any and all appeals by the Employee or upon the expiration of time set for such appeals.

20.05 All seniority shall be lost in the event of retirement, discharge or resignation and, in the event of layoff, when the Employee has been in the status of laid off for an amount of time equal to the amount of accumulated service to the date of layoff which, in no event, shall exceed two (2) years.

20.06 Where two (2) or more Employees have the same initial date of service, their names shall be entered on the seniority roster in the same order as their names appeared on the eligible list as promulgated by the Division of Civil Service of the Commonwealth of Massachusetts.

20.07 In the event of an authorized reduction in personnel, the Employee with the least seniority, regardless of rank, shall be the first to be laid off. No new Employee shall be hired until all Employees carried as laid off shall have been given an opportunity to return as Employees.

20.08 In the event of a station closing, every effort will be made to relocate Employees to other stations.

20.09 In the event that a reorganization of the Department results in a reduced number of officer positions, officers shall be entitled to accept demotions to lower ranks in accordance with their respective seniority in officer rank.

ARTICLE 21

PAID DETAILS

21.01 The City of Chicopee shall appropriate Three Thousand (\$3,000.00) Dollars to establish a revolving fund pursuant to M.G.L. Chapter 44, section 53C and shall pay personnel compensation for working outside details at the same time regular compensation is paid for the date the outside detail is worked.

a). Such assignment shall be made by the Chief or his designated representative to qualified off-duty firefighters and shall be distributed among the qualified Employees who volunteer therefore as equitably as possible giving preference among such volunteers according to seniority without regard to rank. The Chief shall cause to be maintained a record of all such assignments, which may be examined by a representative of the Union at reasonable times and upon reasonable notice.

b. All employees covered by this Agreement shall comply with the orders of superior officers while performing such outside details.

c. The City agrees that during the term of this Agreement the rates for outside details shall always equate with that payable to Patrolmen of the Chicopee Police Department for similar outside details. The Auditor shall notify the Union President and Fire Chief of any change in the Police Agreement on paid details.

d. Employees performing such outside details shall be guaranteed a minimum of four (4) hours work at the applicable rate and for work in excess of four (4) hours, Employees shall be compensated to the next full hour.

e. The City Law Department shall develop a system, similar to that in effect in the Police Department, to provide for payment to employees on a weekly basis of paid details and to develop procedures so that the City can collect amounts due it.

f. The City of Chicopee shall charge to those who hire fire personnel for outside details an administrative fee of ten (10%) percent of the outside detail rate.

21.02 Once any Employee has accepted and performed or refused to accept such an

outside detail, his name shall not be called again for such duty until such time as all other Employees have had one (1) opportunity to accept an outside detail.

21.03 Any Employee required by the Chief or his designee to perform duties for the Department not of any emergency nature during anytime such Employee is not otherwise scheduled to be on duty, as a Department Employee, shall be paid by the Employer at his overtime rate of pay for time spent but in no event shall he be paid less than two (2) hours pay at the applicable overtime rate.

21.04 Any employee who goes to court other than on their regular tour of duty will be paid at a time and one-half rate, with a minimum of two (2) hours pay and a maximum of four (4) hours pay at such time and one-half rate.

ARTICLE 22

FIRE MEDICS

22.01 Personnel assigned to duty as ambulance attendants are members of the Fire Department and hold positions as firefighters within said Department, it is agreed that, for all purposes, said personnel, while serving as ambulance attendants (hereinafter designated as "Fire Medics") shall continue to enjoy the benefits and privileges and have the responsibility of firefighters within said Department.

22.02 Duties of Fire Medics shall be considered additional duties over and above those normally assigned to firefighters with the Department.

22.03 Fire Medics shall be eligible, as in the past, to take any and all promotional examinations subject only to applicable Civil Service requirements.

22.04 All laws of the Commonwealth of Massachusetts, ordinances of the City of Chicopee and regulations of the Chief of the Fire Department of the City of Chicopee which pertain to fire departments generally and specifically to the Fire Department of the City of Chicopee shall be construed to be applicable to Fire Medics while serving as such, including but not limited to provisions under law with respect to vacations, holidays, line of duty injury or illness and presumptive statutes with respect to retirement.

22.05 48 junior privates are obligated to be in the full rotation for ambulance service.

1. These changes will not affect any member who is currently employed as a member of the CFD, however, current members shall be subject to the ambulance rotation obligation as it currently applies to him/her.

- a. Any member who is not obligated to be in the rotation as of the ratification of this agreement will not become obligated.
 - b. The "16 year group" will still be excused from their obligation after 16 years in the rotation even if they fall within the 48 junior privates in the future.
 - c. The age 50 maximum, for ambulance obligation, will continue to remain in place for all current and future members.
2. All medics will be allowed to return to work out of their normally assigned station (per most recent CFD Station Assignment List) for the remaining balance of their 24-hour shift.
- a. If a medic's assigned station is at minimum complement, with members whom are normally assigned to that station, this clause does not take effect.
 - b. In emergencies, or where the needs of the Department require, Deputy's discretion is permitted as to the return, but any deviation must be reported to the Chief in a timely manner.
3. "Pink Slips" (the current method of payment for ambulance runs) will be eliminated, except as set forth below. All members who are EMTs (also referred to as medics) and are in the full 48 member ambulance rotation would receive the hereinafter mentioned % increase to their base pay, except as otherwise set forth herein, and all medics in the full ambulance rotation shall receive six percent (6.00%) increase to their base pay for being a member of the 48 member ambulance rotation (also referred to as the rotation), provided,
- a. A non-obligated medic, meaning anyone who is not part of the 48 junior member group, may volunteer to enter the full 48 member ambulance rotation. If there are already 48 members in the rotation, the most junior firefighter would be removed from the rotation, unless a more senior firefighter in the rotation requests in writing to be excused, in which case the more senior firefighter shall be removed, until the non-obligated medic leaves the 48 rotation or until he is no longer one of the 48 junior firefighters. If there is more than one senior who makes such a request the one with the most seniority will be given preference.
 - i. The non-obligated member will receive the increase to his base salary as set forth above for the 48 member rotation.
 - ii. The member will need to commit in writing for a full calendar year. Permission of the chief is required to break that commitment.
 - b. A non-obligated medic may volunteer to enter the ambulance rotation on a part time

basis. If there are enough members (48) in full rotation, the Chief will have discretion to determine if these part-time members are required:

- i. The said member would receive payments by means of the existing "pink slip" payment. *See Note.
- ii. The said member will need to commit, in writing, for a six (6) month period. Permission of the chief is required to break that commitment. However, the Chief may terminate such part-time commitment, at his sole discretion, and such termination action shall not be subject to either grievance or arbitration, by the Union or the member, under the CBA.
- iii. The said member would be required to work four (4) shifts per month on the ambulance.

* **Note:** Payments shall be made at the same rate as under the prior Collective Bargaining Agreement of \$42.00 for a day tour and \$53.00 for a night tour.

22.06 Emergency medical technicians employees hired on or before the execution date of this Agreement shall be required to maintain their certification for three (3) periods. The parties agree that all new firefighters shall be required to maintain their EMT certification throughout their employment and shall be required to be part of the full yearly ambulance rotation until age 50 or until after 16 years of service, whichever comes first. All firefighters hired after November 2, 2001 and before November 15, 2007 shall be required to work eight years on the full yearly ambulance rotation. A period shall be considered the two-year certification period.

The parties further agree that all firefighters not required to serve in the ambulance rotation as of January, 2008 may voluntarily accept ambulance rotation assignments for periods of 12 months or less in each calendar year and shall indicate their preferences at the time of November vacation selection or such other time as designated by the Chief.

- a. The intention is to allow firefighters to voluntarily accept shifts in order to keep their ambulance and EMT skills professional and proficient. To that end the parties will use their best efforts to ensure that volunteers work a sufficient number of shifts during the period of their service to maintain their skills.

- b. The Chief or Deputy Chiefs shall be responsible for reasonable implementation of the voluntary program. Withdrawals from the full yearly ambulance rotation voluntary program for extraordinary reason shall be allowed by the Chief.
- c. The union agrees to use its best efforts to obtain sufficient volunteers to always ensure a minimum of 40 EMT/Firefighters (or 10 per shift) available to accept ambulance rotation assignments.
- d. The parties agree to meet and review the pilot program on a quarterly basis beginning in April, 2008 and shall recommend such steps as may be necessary to assist the Chief in implementation.
- e. Upon completion of the pilot program, the parties may agree to terminate the program by mutual agreement.

22.07 All continuing education towards EMT, EMT 1 and EMT P recertification will take place off duty. Available Accredited On line education would continue to be provided by the City on duty.

- a. Training would be provided within the City of Chicopee or if a local training facility is established the City may send members to the facility and not offer in City training.
- b. All instruction required for recertification and fulfillment of local requirements will be provided by the City at no cost to the member.
- c. If a member instructs any courses of training provided within the City, at the request of the Chief, while off duty, he/she will be paid at his/her respective OT rate for the period of time spent instructing the class.
- d. Any recertification of members shall be on non-work hours without pay or stipend.
- e. The City may convert to an ALS service provided, however, that if the City institutes an ALS service, it shall provide the Union with at least ninety (90) days notice and the parties shall bargain in good faith with each other over the impact on wages, hours and working conditions, including the impact of additional certifications required of members participating in said service.
- f. City may reopen the CBA to discuss any ambulance operations and/or concerns with the operation of the ambulance service, if it is determined it is in the best interests of the City to do so.

22.08 Beginning January 1, 2001, any current employee hired on or before January 1, 1998 who is not obligated to maintain his Fire Medic certification, but does possess a medic or Intermediate medic certification, shall receive a Five Hundred Dollar (\$500.00) bonus in the last calendar year paycheck in the year after they have maintained said certification for six (6) months. An employee not required to maintain certification or assigned as an ambulance attendant shall not be required to be so assigned. Employees hired after January 1, 1998 will not be eligible for a bonus under this section.

22.09 Once the City of Chicopee's Paramedic Program has been licensed by the Department of Public Health, qualified employees operating as Paramedics for the Chicopee Fire Department will earn an additional amount equal to 3% over the pay of a C.F.D Firefighter after their first year of service, and will be eligible for the daily EMT/Paramedic out-of grade pay.

ARTICLE 23

AGENCY SERVICE FEE, UNION DUES AND CHECKOFF

23.01 Pursuant to authority found in Mass. General Laws, Chapter 150E, Section 12, it shall be a condition of continuing employment that, on and after the thirtieth (30th) day of Employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every Employee in the bargaining unit who is not a member in good standing of the Union which represents the Employees in the bargaining unit, pay to the Union an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee may be deducted by the City periodically from the pay of each such Employee and shall be equal in amount to the sum certified from time to time by Union as being commensurate with such costs; provided, however, that such sum shall not be in excess of the aggregate total of uniform Union dues and those uniform assessments, if any, made by the Union and levied against all Union members. The President of the Union shall advise the City Treasurer, in writing, of the agency service fee schedules in effect from time to time.

23.02 The Union agrees that it will not request the City to discharge or suspend a bargaining unit Employee for any reason other than the failure by such Employee to remit the agency service fee as provided in Paragraph 23.01, above, or the Union dues and uniform assessments levied against all Union members and as set forth in Paragraph 23.03 hereof. The

Union agrees to deliver a notice in writing to the City and to the Employee when an Employee is not in compliance with the provisions of Paragraph 23.01 or 23.03 by reason of his default in the payment of his agency service fee or Union dues or assessments. Any such request by the Union that the City discharge or suspend such Employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such notice to the City and to such Employee. The tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such Employee and the Union shall, upon receipt of such remittance, promptly notify the City thereof. Failure by the Employee to cure such default within such time shall be conclusively presumed to be just cause for his immediate dismissal or suspension as so requested by the Union and the City forthwith shall take all steps necessary to dismiss or suspend said Employee. The Union shall indemnify and save the City harmless from any form of liability or damages that may arise out of complying with any of the provisions of this Article.

23.03 Upon receipt of a form duly executed by an Employee, and acceptable in form to the City Treasurer, the Employer agrees to deduct from the wages of any Employee who is a member of the Union all union membership dues and assessments required of Union Employees. Such deductions shall be made from each weekly pay period in each calendar year. The Employer's responsibility for so deducting shall be limited to the terms of the Authorization Form.

23.04 The written authorization for such deduction shall remain in full force and effect during the period of this Agreement and may be revoked only upon sixty (60) days' written notice from the Employee to the Employer and to the Union. The Union agrees to submit to the Employer a certification that such dues as are in effect from time to time are in accordance with the Constitution and By-laws of the Union.

23.05 The Employer agrees to provide the aforesaid service without charge to the Union.

23.06 All moneys deducted from the wages of the Employees shall be remitted to the Treasurer of the Union each week.

23.07 The proper form authorizing deduction of Union dues is attached hereto as Exhibit A and incorporated herein provided however, that any form substantially similar in content shall be deemed acceptable.

23.08 Nothing contained herein shall be construed to be contrary to regulations promulgated by the Labor Relations Commission of the Commonwealth on or about June 1, 1976 pertaining to agency service fees. Such regulations are incorporated herein by reference and the provisions of this article are subject thereto.

ARTICLE 24

DEPARTMENT STRENGTH

24.01 As of the date of the signing of this Agreement, the total authorized strength of the Bargaining Unit as established by ordinance is as follows:

List of Ranks	# of employees
Privates	100
Lieutenants	24
Captains	14
Deputy Chiefs	5

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Subject to the provisions of the remaining paragraphs of this Article 24 and to other provisions of this Agreement, nothing herein contained shall, in any way, be construed as requiring the City to have on its payroll at any time or from time to time such numbers of employees as are above set forth either in terms of compensation grade or in the aggregate.

24.02 The City and the Union agree that safety requires at least one (1) Officer and two (2) Privates be assigned and on duty to man each Engine in service and at least one (1) Officer and one (1) Private be assigned and on duty to man each Ladder Truck in service.

24.03 A Private may be called in or reassigned to work for a Lieutenant, a Lieutenant may be called in or reassigned to work for a Captain and a Captain may be called in or reassigned to work for a Deputy Chief. In any such event the provisions of this Agreement pertaining to working out of grade and compensation therefore shall apply.

24.04 The parties agree that reductions in force may become necessary, or that increased efficiency may allow positions within the bargaining unit to be eliminated. The City agrees that it will discuss such matters with the Union prior to any such reduction or elimination of any bargaining unit position or positions, consistent with the premise that it is the initial hope of the parties to allow

such reduction or elimination to occur by reason of attrition attributable to death, retirement or other voluntary separation. Consistent with the foregoing, the following provisions shall apply: Any and all involuntary layoffs shall occur only after each of the following has been satisfied:

1. Written notice of not less than ninety (90) calendar days has been delivered to the President of Local 1710 and to each employee of the bargaining unit who may be subject to such layoff.
2. Full opportunity has been afforded to representatives of Local 1710 to discuss with representatives of the City alternatives to prospective layoffs.
3. Full hearings under applicable provisions of Chapter 31 of the General laws have been scheduled and held for each employee so subject to involuntary layoff.

Except as above provided, the City will make no effort whatsoever to terminate any bargaining unit employees predicated on lack of money, lack of work or abolition of position.

24.05 Subject only to the provisions of 24.04, above, the City shall take all steps necessary, in connection with the formulation of each annual budget for the Department, to insure that there is sufficient money recommended and appropriated to completely fund the provisions of this Agreement.

24.06 So that bargaining unit employees will be on notice as to the City's intentions regarding the filling of vacancies in the bargaining unit which may occur during the term of this agreement, the City will undertake to post notice of its intentions within thirty (30) days of the creation of any vacancy in the bargaining unit regardless of how the vacancy was created. Such notice shall contain a listing of the vacant position and a statement as to whether the City intends to fill the vacancy on a permanent basis, on a provisional basis or on a temporary basis and, if on a permanent basis, when it intends to request examination therefore in the event there is no certified list from which to select a person to fill such vacancy. In the event the City fails to post within said thirty (30) days, the City shall conclusively be presumed to intend to fill the vacancy on a permanent basis and, thereafter, take all steps necessary to do so.

ARTICLE 25

SICK LEAVE

25.01 All Employees of the bargaining unit shall continue to receive full compensation during the period of their absence from duty because of disability resulting from personal injuries, sickness, or illness not arising out of and in the course of their employment subject to the limitations hereinafter set forth.

25.02 New employees hired on and after the execution of the 2017-2020 collective bargaining agreement shall have thirty (30) days of sick leave credited to their sick leave account on a date one (1) year from the first day of employment with the Chicopee Fire Department.

25.03 In addition to family days as defined below, each member will be entitled to six (6) working tours annually (on a calendar year basis) non-accumulative, to be used for routine illnesses such as colds, headaches, mild flu, and the like. An employee may use up to three (3) of these "short term" days per year as "family days" for reasons defined in the Family Medical Leave Act (FMLA) or Small Necessities Act, or to care for an ill family member, as defined in the "Funeral Leave" article of this document. If the Employer feels that an employee is taking unfair advantage of this section, the Employer may, but is not required to, request proof of sickness, relationship, and/or qualifying event. Employees may receive either pay for unused days, each day to be valued at the base pay of the employee, at fifty-five (55%) percent of the value of any such unused days, or, shall be allowed to bank and accumulate such unused days without buyback. Normally, these days may be utilized without need for a physician's certificate. In addition to the above, each employee will be entitled to ten (10) working tours annually of long-term illness leave, which may only be utilized for extended illness or hospitalization as certified to be required by a physician of the City's choice after application by the member or someone on his behalf. The unused portion of these days may be accumulated from year to year without limit with the exception of new employees hired after January 1, 2012 whose total sick days (combined short term and long term) shall be capped at 2,500 hours.

Effective January 1, 2012, the "short-term" sick time buy back cap shall be increased from 55% to 90%. This means that the 90% cap will first apply to short term sick leave buy back payments made in January 2013 for short term sick days accrued during calendar year 2012.

Effective January 1, 2012, the so-called "double dip" rule, whereby employees were considered to have not used any of their "short term" sick leave days if they presented a doctor's note is eliminated.

A member must give a reason for absence, but only the chief may request a sick note if he/she suspects feigning. Also, the Chief must notify the Union President when he requests one and his reasoning.

25.04 At the end of each calendar month, each Employee shall have deducted from his, account that number of working tours that the Employee used in such calendar month as sick leave days until the number of days standing to his credit is exhausted. Subject to Paragraph

25.06, below, he shall then be carried as on sick leave but without pay.

25.05 Upon normal retirement or death, while a fire fighter the Employee or his legal representative will be paid for accumulated unused sick leave credited to their account in accordance with the following formula:

The City agrees to pay an Employee his/her daily rate of pay times two-fifths (2/5) the number of days as recorded upon separation of service with ten (10) years of service on the City's Data Processing records.

Provided however, that in no case will a member with less than ten (10) years of service receive payment and provided further that a member with more than ten (10) years will in no case receive more than \$15,000.00 in such payments. This benefit is for employees retiring after June 1, 2004. Effective January 1, 2012, the total sick days for employees hired after this date shall be capped at 2,500 hours.

25.06 In cases of undue hardship, the Chief, on request made to him by an Employee, may allow an Employee to use compensatory sick leave prior to the crediting date.

25.07 No Employee shall be entitled to compensatory sick leave hereunder for any period of his absence unless the cause or reason therefore is reported to the Chief or his designee in advance or forthwith following his return to duty unless the Employee is physically or mentally incapacitated from reporting.

25.08 Any person, who, after hearings conducted in accordance with procedures provided for in Chapter 31 of the Mass. General Laws, is found to have feigned sickness, injury or disability, or to have knowingly made statements relative thereto which are materially false representations, shall be subject to suspension, not in excess of sixty (60) working days, reprimand or some other proper and lesser form of discipline. The Chief may take or cause to be taken such reasonable steps as may be necessary to determine and verify the existence and cause of any disability for which compensation is claimed under this article; provided however, Employees on sick leave shall not be harassed nor shall any representative of the Employer make effort to enter the absent Employee's home as such. Medical evidence of sickness or injury shall be submitted to the Chief by the Employee on those occasions when the Employee has been treated by a physician and the Chief, when he has reason to do so predicated upon reasonable doubt as to the Employee's fitness to return to duty, to be submitted to him before the employee resumes active duty. In cases of obvious or flagrant abuse of sick leave, the Chief may refuse to authorize them, or any of them, to be treated as compensated sick leave under the provisions hereof.

25.09 Members of the Union who are not incapacitated from performing any one of the duties because of work related injury to which the member of Union may be legally assigned, shall be required to perform that duty or forfeit the member's right to be paid accidental disability leave under Mass. General Law Chapter 41, Section 111F. The assignment to such duty shall occur only after a determination by a City designated physician that a member is capable of performing the assigned duties.

Members may be assigned to light duty if the member has been on injured on duty status more than a reasonable period of time as determined by the Chief and Union President.

Light duty assignment will normally be so arranged to minimize public contact and in any event, no employee will be held responsible for failure to render emergency assistance. Inherent in light duty assignment is the understanding the employee on light duty shall not be required to be part of the fire suppression forces. ,

It is understood and agreed to between the parties that:

1. Light or restricted duty is not to be a permanent assignment.
2. There shall be no expectation of a permanent position or assignment through this light or restricted duty clause.
3. During the interim when the individual has filed with the Local Retirement Board for retirement (papers have been completed and accepted by the Local Retirement Board) and the final vote of the Local Retirement Board regarding the disability retirement of the individual, the individual will not be required to perform light duty. If the Local Retirement Board has denied the individual's application for retirement, then, the individual may be subject to light duty.

If there is a conflict between the attending physician and the City's designated physician, then a third physician to be jointly selected by the treating physician and the City designated physician will be used to determine the employee's medical status.

This process (3rd physician review) is to be completed within a thirty- (30) calendar day period.

25.10 FMLA Leave: During FMLA leave taken for a reason other than the "serious health condition" of the employee, employee is required to use 1 week of accrued vacation time first, prior to using any other accumulated benefits, paid or unpaid, for every 6 weeks FMLA leave used. The employee may choose which of his or her chosen vacation weeks to use during the FMLA period.

ARTICLE 26

STATUTORY LEAVE

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

ARTICLE 27

MAINTENANCE AND SNOW REMOVAL

27.01 All members of the fire fighting force of the Department shall perform all fire fighting duties required of them by their superior officers. Except in case of an emergency impairing the ability of the Department to perform its primary function, members of the fire fighting force shall not be required to perform carpentry, painting, electrical, plumbing or roofing duties or any duties normally performed by tradesmen. Normal house cleaning and maintenance of the grounds is required of all Employees.

27.02 The City shall continue to make provisions to have the ramps in front of the stations plowed when the snowfall is of such depth as to warrant extensive snowplowing equipment being employed to clear the streets of the City and continue to have the Department's plow do the plowing of parking lots at the stations and those ramps not plowed by other City plowing equipment. For purposes of this ARTICLE, the words "ramps" refers to that part of the station immediately in front of the doors where the fire apparatus exit the station to gain access to the public street. Manual shoveling of snow at crosswalks, sidewalks, and footwalks incidental to the grounds of such stations shall continue to be performed by members of the unit who may be required to manually shovel areas of the ramp within five (5) feet of the station doors.

27.03 In the event of a particular public emergency brought about by a snow storm of severe proportion, or the unavailability of snow clearing equipment due to a strike, withholding of services, or so-called slow-down job action, members of the unit, under such special circumstances, may be required to clear snow from the ramps when the failure to do otherwise would curtail or impair the capacity of the fire apparatus to respond to any calls.

27.04 Bargaining unit employees may volunteer to perform carpentry, painting, electrical, plumbing, roofing and similar tasks normally performed by tradesmen to the extent they individually so determine and the Chief may make individual arrangements with such employees regarding compensatory time off for their having performed such tasks as volunteers. The granting

of compensatory time off pursuant to the provisions hereof by the Chief shall not interfere with the rights of Employees to take floating vacation days as provided in Paragraph 8.04.

ARTICLE 28

STANDING LABOR MANAGEMENT COMMITTEE

28.01 The Union shall designate a Standing Labor Management Committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which Committee shall meet with the Mayor, or his designated representative, or the Chief or his designee, from time to time at the request of either party to discuss problems and matters of mutual concern to the Employer and the Employees. Such meetings shall be held at the convenience of all parties. Meetings will be held within ten (10) days from the date upon which such request is received.

28.02 It shall be the duty of the Labor Management Committee to annually develop recommendations for specifications for clothing for employees to be purchased in accordance with Article 13 hereof and to have necessary approval obtained from the Chief and such approved clothing specifications submitted to the City's purchasing Department on or before August 1st of each year.

ARTICLE 29

RESIDENCY

28.01 Effective upon ratification, no member of the Bargaining unit for which Local 1710 is the duly authorized and exclusive collective bargaining agent shall, during the term of this Agreement, and for so long as his employment continues uninterrupted, except for voluntary termination not caused by lack of work, lack of money or abolition of position, be required to maintain his place of residence at a distance less than ten (10) miles, measured in a straight line, from the City limits of the City of Chicopee.

ARTICLE 30

MERGER

29.01 This Agreement constitutes the full and complete understanding of the parties hereto and, until and including June 30, 2020 and any extended or renewal term. All matters and issues concerning

the hours, wages, standards of productivity and performance and other conditions of employment between the City of Chicopee and the Employees employed in the Chicopee Fire Department and within the bargaining unit represented by Local 1710 are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and by any provisions of the Revised Ordinances of the City of Chicopee of 1956, as amended, enacted pursuant hereto. Except as provided in ARTICLE 30, following, neither party will be required to negotiate with the other party on any subject matter related to wages, hours, standards of productivity or performance, or other terms and conditions of employment during the term hereof except under reopening provisions found in Article 34 and, under such reopening provisions in Article 34, shall be obligated only to negotiate with the other party for changes to become effective following the term hereof.

ARTICLE 31

NEW LEGISLATION

31.01 It is agreed that, if, during the term of this Agreement, there is enacted any statute of the Commonwealth of Massachusetts or any ordinance of the City of Chicopee, which statute or ordinance may or will affect any terms of this Agreement, negotiations will commence, within ten (10) days after receipt of written notice, as to those terms of the Agreement which may or will be affected upon such statute or ordinance becoming effective.

ARTICLE 32

INDEMNITY AND ACCEPTANCE OF CHAPTER 41, SECTION 100G

32.01 Effective upon ratification, the City will pay the reasonable expenses, not exceeding Fifteen Thousand (\$15,000.00) Dollars, associated with the funeral and burial of any Employee who, as the result of an accident while on duty is killed or sustains injuries which result in his death.

32.02 The City assumes all liability imposed on it by Chapter 41, Section 111F as enacted pursuant to the provisions of Chapter 512 of the Acts of 1978. The City agrees that the provisions of the referenced statutes will apply to any bargaining unit employee responding to a callback, general alarm or other emergency.

32.03 For the duration of this Agreement the City agrees to recognize the provisions of Chapter 41, Section 100B, as the same exist on the date of signing hereof, said Chapter and Section being permissive legislation intended for the benefit of police and fire personnel of any municipality

accepting the same and the City of Chicopee having accepted the same on October 6, 1953 and the Mayor having signed the ordinance accepting said legislation on October 15, 1953.

ARTICLE 33

TRANSFER FOR THE CONVENIENCE OF THE EMPLOYER

33.01 WHEREAS the parties have now met and developed guidelines regarding transfers; and WHEREAS the parties acknowledge that the alleged use of transfers for disciplinary and/or retaliatory reasons are adequately addressed in other ways, the parties agree as follows:

1. The City will provide at least one week' written notice of transfer to an employee being transferred unless there is a legitimate reason requiring immediate transfer. Timely verbal communication with a written confirmation on the following business day will also be acceptable. Therefore, it is the responsibility of each employee to ensure that his/her correct mailing address and telephone number is on file in the Fire Chiefs office so that he/she may be reached in a timely manner. The employee shall also provide the Fire Chiefs office with an email address, if he/she has one, for receipt of such written communication. Failure on the employee's part to maintain a correct mailing address and telephone number shall void this section of the agreement as shall the employee's failure to retrieve postmarked mail, telephone messages or e-mail, in the event he/she has e-mail.
2. The needs of the department shall be but one of several criteria considered for the transfer of any fire department employee.
3. The skills and qualifications of the employee requesting a transfer shall be but one of several criteria considered for the transfer of the employee.
4. The seniority of the employee requesting a transfer shall be one of the criteria considered when the employee is requesting a transfer.
5. If an employee is involuntarily transferred from one group to another group, his/her first vacation pick will be honored. In the case of a voluntary transfer, this section shall not apply to the employee requesting a transfer.

ARTICLE 34

SUBSTANCE ABUSE

34.01 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 reasons 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 and the results of such testing shall be held in confidence subject to the Substance Abuse Professional 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 the City's contracted Substance Abuse Professional who shall make a determination regarding whether testing shall occur.

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 result of the less expensive test. The parties shall ensure the confidentiality of testing process and results. Access to information about the test 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 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

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.

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 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. 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 a 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 herein before 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 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 outpatient or in-patient program. 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.

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.

ARTICLE 35

MILITARY LEAVE

Members allowed to use paid military leave days as authorized by law, but capped at no more than ten (10) days a year (for rotating shift personnel, one 24 hour shift equals 2 days) for weekend military service requirements (i.e., drills). This is with the understanding that such paid leave shall only be allowed at times when the employee would otherwise be scheduled to work the period but for taking the military leave. Employee is required to provide sufficient advance notice of the requested leave and may be required to provide documentary proof as a condition for the granting of such leave.

ARTICLE 36

MISCELLANEOUS

City and Union agree, during term of the 2011-2014 Agreement, to discuss and develop a policy regulating tattoos and body piercings.

The Association understands and agrees that the City will be transferring all dispatcher duties, pursuant to Article 36 – Miscellaneous of the collective bargaining agreement, to non-bargaining unit members on or after July 1, 2019. At the time of transfer of the dispatcher duties, a one-time payment in the gross amount of Three Hundred and Fifty Dollars (\$350.00) shall be made to any bargaining unit member who is currently employed at the time of issuance of the payment. The Association agrees that no further monetary payment shall be due any bargaining unit members in exchange for the removal of dispatcher duties from the bargaining unit, and that the City is not required to further bargain the decision to transfer said duties. However, the City agrees that it will meet and negotiate, at least ninety (90) days prior to the anticipated date of implementation, non-monetary issues raised by the Association in regard to the transfer of said duties. At the time of implementation, the City agrees the bargaining unit members who would have normally been assigned to dispatch will be instead assigned to the line apparatus, including ambulances.

The City may require direct deposit of union members paychecks.

ARTICLE 37

TERM

36.01 This contract shall begin retroactive to July 1, 2017 and shall expire June 30, 2020, unless otherwise provided herein. Unless otherwise provided herein all terms are effective on execution.

IN WITNESS WHEREOF, the City of Chicopee has caused these presents to be executed in two or more counterparts by the Honorable Richard J. Kos, MAYOR, its officer duly authorized thereunto and the Union has caused these presents to be executed by its authorized representative, Howard Beaudry, President, on the 3rd day of December, 2018.

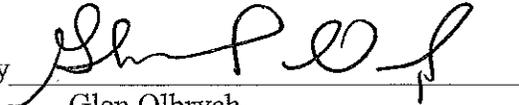
THE CITY OF CHICOPEE

**LOCAL UNION NO. 1710
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO**

By 
Richard J. Kos
Mayor

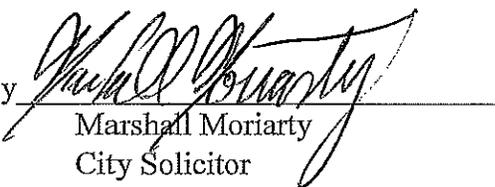

Howard Beaudry
President, Local 1710

By 
Dean Desmarais
Fire Chief

By 
Glen Olbrych
Secretary, Local 1710

Approved as to Form:

Approved as to Appropriation:

By 
Marshall Moriarty
City Solicitor

By  12/19/18
Sharyn Riley
City Auditor

Attachment A

	80% of A	85% of A	(85% of A) + 6%	90% of A	(90% of A) + 6%	A	A + 3%	A + 4%	A + 6%	(A+3%) + 4%	(A+3%) + 6%	((A +3%)+4%) + 6%
	80% FF2/step 1	85% FF2/step 1	<-as FT medic (+6%)	90% FF2/step 1	<-as FT medic (+6%)	FFZ/step 1	FF2/step 1 + 3%	FF2/step 1 + 4% for 25 yrs	FF2/step 1 as FT medic (+6%)	(FF2/step 1 + 3%) + 4% for 25 yrs	(FF2/step 1 + 3%) + 6% medic	((FF2/step1+3%) +4% for 25 yrs) +6% medic)
FY 18 on June 30th at 11:59 PM - HOURLY RATES	new hire after 2014	hire after 2014, after 14 wk-not FT medic	hired after 2014/after 14 wks-FT medic	hired after 2014, at 2 yrs. 14 wks- not FT medic	hired after 2014, at 2 yrs 14 wks-FT medic	hired 1998- 2007, 8-24 yrs- no EMT card; hired 2008- 2012 <16 yrs- not FT Medic; hired after 2014/at 3 yrs 14 wks-not FT medic	hired before 1998 <25 yrs; hired 1998-2007, with EMT card-not FT medic, 8-24 yrs; hired 2008-2012, 16-24 yrs- not FT medic	hired 1998- 2007, 25+ yrs/no EMT card	hired 2008- 2012 <16 yrs FT Medic; hired after 2014/at 3 yrs 14 wks- FT medic	hired before 1998, 25+ yrs; hired 1998- 2007 with EMT card, 25+ years, not FT medic; hired 2008- 2012, 25+ yrs- not FT medic	hired before 1998 <25 yrs- FT medic; hired 1998- 2007, 8-24 yrs, FT medic; hired 2008- 2012, 16-24 yrs-FT Medic	hired before 1998, 25+yrs-FT Medic; hired 1998-2007 with EMT card, 25+ years, FT medic; hired 2008-2012, 25+ yrs, FT medic

FF	20.38	21.65	22.95	22.92	24.30	25.47	26.23	26.49	27.00	27.28	27.80	28.92
BADGE 1						28.53	29.38	29.67	30.24	30.55	31.14	32.39
LIEUTENANT						31.84	32.79	33.11		34.10		
CAPT						35.66	36.72	37.08		38.19		
FPO/TSO						35.66	36.72	37.08		38.19		
DEPUTY						39.94	41.13	41.53		42.77		
DC/XO						39.94	41.13	41.53		42.77		

NIGHT SHIFT: 3.5 % of hourly for 28 hours per week

FF NS/hr.	n/a	0.7578	0.8033	0.8022	0.8505	0.8915	0.9181	0.9272	0.9450	0.9548	0.9730	1.0122
FF NS/wk		21.22	22.49	22.46	23.81	24.96	25.71	25.96	26.46	26.73	27.24	28.34
Badge 1 NS/hr						0.9986	1.0283	1.0385	1.0584	1.0693	1.0899	1.1337
Badge 1 NS/wk						27.96	28.79	29.08	29.64	29.94	30.52	31.74
Lt. NS/hr						1.1144	1.1477	1.1589		1.1935		
Lt. NS/wk						31.20	32.14	32.45		33.42		
Capt. NS/hr						1.2481	1.2852	1.2978		1.3367		
Capt. NS/wk						34.95	35.99	36.34		37.43		
FPO/TSO NS/hr						1.3123	1.3513	1.3646		1.4054		
FPO/TSO NS/wk						36.74	37.84	38.21		39.35		
Dept. NS/hr.						1.3979	1.4396	1.4536		1.4970		
Dept. NS/wk						39.14	40.31	40.70		41.92		
DC/XO NS/hr						1.4698	1.5136	1.5283		1.5739		
DC/XO NS/wk						41.15	42.38	42.79		44.07		

	80% of A	85% of A	(85% of A) + 6%	90% of A	(90% of A) +6%	A	A + 3%	A + 4%	A + 6%	{A+3%} + 4%	(A+3%) +6%	{(A +3%)+4%} +6%
	80% FF2/step 1	85% FF2/step 1	<-as FT medic (+6%)	90% FF2/step 1	<-as FT medic (+6%)	FF2/step 1	FF2/step 1 + 3%	FF2/step 1 + 4% for 25 yrs	FF2/step 1 as FT medic {+6%}	{FF2/step 1 + 3%} + 4% for 25 yrs	{FF2/step 1 + 3%} + 6% medic	{(FF2/step1+3%} +4% for 25 yrs} +6% medic)
FY 19 7/1/2018 to 6/30/2019	new hire after 2014	hire after 2014, after 14 wk-not FT medic	hired after 2014/after 14 wks-FT medic	hired after 2014, at 2 yrs. 14 wks- not FT medic	hired after 2014, at 2 yrs 14 wks-FT medic	hired 1998- 2007, 8-24 yrs no EMT card; hired 2008- 2012 <16 yrs- not FT Medic; hired after 2014/at 3 yrs 14 wks-not FT medic	hired before 1998 <25 yrs; hired 1998-2007, with EMT card-not FT medic, 8-24 yrs; hired 2008-2012, 16-24 yrs- not FT medic	hired 1998- 2007, 25+ yrs/no EMT card	hired 2008- 2012 <16 yrs FT Medic; hired after 2014/at 3 yrs 14 wks- FT medic	hired before 1998, 25+ yrs; hired 1998- 2007 with EMT card, 25+ years, not FT medic; hired 2008- 2012, 25+ yrs- not FT medic	hired before 1998 <25 yrs- FT medic; hired 1998- 2007, 8-24 yrs, FT medic; hired 2008- 2012, 16-24 yrs-FT Medic	hired before 1998, 25+yrs-FT Medic; hired 1998-2007 with EMT card, 25+ years, FT medic; hired 2008-2012, 25+ yrs, FT medic
FF	20.89	22.19	23.52	23.50	24.91	26.11	26.89	27.15	27.68	27.97	28.50	29.65
BADGE 1						29.24	30.12	30.41	30.99	31.33	31.93	33.21
LIEUTENANT						32.64	33.61	33.94		34.96		
CAPT						36.56	37.64	38.01		39.16		
FPO/TSO						36.56	37.64	38.01		39.16		
DEPUTY						40.95	42.16	42.57		43.86		
DC/XO						40.95	42.16	42.57		43.86		

NIGHT SHIFT: 3.5 % of hourly for 28 hours per week

FF NS/hr.	n/a	0.7767	0.8232	0.8225	0.8719	0.9139	0.9412	0.9503	0.9688	0.9790	0.9975	1.0378
FF NS/wk		21.75	23.05	23.03	24.41	25.59	26.35	26.61	27.13	27.41	27.93	29.06
Badge 1 NS/hr						1.0234	1.0542	1.0644	1.0847	1.0966	1.1176	1.1624
Badge 1 NS/wk						28.66	29.52	29.80	30.37	30.70	31.29	32.55
Lt. NS/hr						1.1424	1.1764	1.1879		1.2236		
Lt. NS/wk						31.99	32.94	33.26		34.26		
Capt. NS/hr						1.2796	1.3174	1.3304		1.3706		
Capt. NS/wk						35.83	36.89	37.25		38.38		
FPO/TSO NS/hr						1.3454	1.3852	1.3988		1.4411		
FPO/TSO NS/wk						37.67	38.79	39.17		40.35		
Dept. NS/hr.						1.4333	1.4756	1.4900		1.5351		
Dept. NS/wk						40.13	41.32	41.72		42.98		
DC/XO NS/hr						1.5070	1.5515	1.5666		1.6140		
DC/XO NS/wk						42.20	43.44	43.86		45.19		

	80% of A	85% of A	(85% of A) + 6%	90% of A	(90% of A) + 6%	A	A + 3%	A + 4%	A + 6%	(A+3%) + 4%	(A+3%) + 6%	((A +3%)+4%) + 6%
	80% FF2/step 1	85% FF2/step 1	<-as FT medic (+6%)	90% FF2/step 1	<-as FT medic (+6%)	FF2/step 1	FF2/step 1 + 3%	FF2/step 1 + 4% for 25 yrs	FF2/step 1 as FT medic (+6%)	{FF2/step 1 + 3%} + 4% for 25 yrs	{FF2/step 1 + 3%} + 6% medic	{((FF2/step1+3%} +4% for 25 yrs) +6% medic)
FY 20 7/1/2019 to 6/30/2020	new hire after 2014	hire after 2014, after 14 wk-not FT medic	hired after 2014/after 14 wks-FT medic	hired after 2014, at 2 yrs. 14 wks- not FT medic	hired after 2014, at 2 yrs 14 wks-FT medic	hired 1998- 2007, 8-24 yrs- no EMT card; hired 2008- 2012 <16 yrs- not FT Medic; hired after 2014/at 3 yrs 14 wks-not FT medic	hired before 1998 <25 yrs; hired 1998-2007, with EMT card-not FT medic, 8-24 yrs; hired 2008-2012, 16-24 yrs- not FT medic	hired 1998- 2007, 25+ yrs/no EMT card	hired 2008- 2012 <16 yrs FT Medic; hired after 2014/at 3 yrs 14 wks- FT medic	hired before 1998, 25+ yrs; hired 1998- 2007 with EMT card, 25+ years, not FT medic; hired 2008- 2012, 25+ yrs- not FT medic	hired before 1998 <25 yrs- FT medic; hired 1998- 2007, 8-24 yrs, FT medic; hired 2008- 2012, 16-24 yrs-FT Medic	hired before 1998, 25+yrs-FT Medic; hired 1998-2007 with EMT card, 25+ years, FT medic; hired 2008-2012, 25+ yrs, FT medic
FF	21.41	22.75	24.12	24.08	25.52	26.76	27.56	27.83	28.37	28.66	29.21	30.38
BADGE 1						29.97	30.87	31.17	31.77	32.10	32.72	34.03
LIEUTENANT						33.45	34.45	34.79		35.83		
CAPT						37.46	38.58	38.96		40.13		
FPO/TSO						37.46	38.58	38.96		40.13		
DEPUTY						41.96	43.21	43.64		44.95		
DC/XO						41.96	43.21	43.64		44.95		

NIGHT SHIFT: 3.5 % of hourly for 28 hours per week

FF NS/hr.	n/a	0.7963	0.8442	0.8428	0.8932	0.9366	0.9646	0.9741	0.9930	1.0031	1.0224	1.0633
FF NS/wk		22.30	23.64	23.60	25.01	26.22	27.01	27.27	27.80	28.09	28.63	29.77
Badge 1 NS/hr						1.0490	1.0805	1.0910	1.1120	1.1235	1.1452	1.1911
Badge 1 NS/wk						29.37	30.25	30.55	31.14	31.46	32.07	33.35
Lt. NS/hr						1.1708	1.2058	1.2177		1.2541		
Lt. NS/wk						32.78	33.76	34.10		35.11		
Capt. NS/hr						1.3111	1.3503	1.3636		1.4046		
Capt. NS/wk						36.71	37.81	38.18		39.33		
FPO/TSO NS/hr						1.3785	1.4197	1.4337		1.4768		
FPO/TSO NS/wk						38.60	39.75	40.14		41.35		
Dept. NS/hr.						1.4686	1.5124	1.5274		1.5733		
Dept. NS/wk						41.12	42.35	42.77		44.05		
DC/XO NS/hr						1.5441	1.5901	1.6060		1.6542		
DC/XO NS/wk						43.23	44.52	44.97		46.32		

Attachment B

**City of Chicopee and I.A.F.F., Local 1710
Chicopee Firefighters, AFL-CIO**

RANDOM DRUG AND ALCOHOL TESTING

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I. INTRODUCTION

1.1 The City of Chicopee and the I.A.F.F., Local 1710, Chicopee Firefighters, AFL-CIO 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 and the I.A.F.F., Local 1710, Chicopee Firefighters, AFL-CIO 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 and the I.A.F.F., Local 1710, Chicopee Firefighters, AFL-CIO.
- 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 I.A.F.F., Local 1710, Chicopee Firefighters, AFL-CIO 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 and I.A.F.F., Local 1710, Chicopee Firefighters, AFL-CIO

Random Drug and Alcohol Testing Agreement

I, _____ enter into this Rehabilitation Agreement with the Chicopee Fire 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 Fire 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 Fire Department Employee Assistance Program (EAP). Attendance at prescribed rehabilitation programs are not subject to Article IX, 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: _____

Print

Date: _____

Signature

