



LOCAL 1459

AGREEMENT

BETWEEN

**CITY OF CHICOPEE
(ADMINISTRATION)**

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1459**

JULY 1, 2014 TO JUNE 30, 2017

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THIS AGREEMENT, made by and between the CITY OF CHICOPEE, hereinafter called the City, and the UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1459, hereinafter called the Bargaining Unit, has as its purpose the promotion of harmonious relations between the City and the Bargaining Unit, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement; and to set forth herein the basic Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to positions, salaries, wages, hours, and other conditions of employment for all administrative, clerical and certain technical (addition of technical is done for accuracy in description of present Union membership of said Union) personnel in the employment of the City included in Section II of the wage ordinance of the City of Chicopee. (See Appendix A for a list of positions by Department, Title, Grade and Step.)

Section 2. The following positions will be recognized as confidential and/or managerial positions and not appropriate for membership in the current Bargaining Unit and as a result, will no longer be recognized by the parties as part of the Bargaining Unit for those positions which are currently vacant, upon vacancy, or if the current Employee indicates his or her desire to no longer be in the Bargaining Unit. If the Employee in the current position desires to remain in the Bargaining Unit, the parties agree that said Employee may remain for such time as the Employee desires to remain in the Bargaining Unit and the above described conditions would apply for the removal of this position from the Bargaining Unit. The positions are as follows: Mayor's Secretary, Mayor's Administrative Aide, Law Department Secretary, Board of Alderman Secretary, Assistant Auditor, Assistant Treasurer and Data Processing Manager.

ARTICLE 2 - BARGAINING UNIT REPRESENTATION

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

ARTICLE 3 - UNION MEMBERSHIP

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

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

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

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

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

ARTICLE 4 - AFFIRMATIVE ACTION

Section 1. The Employer shall not discharge or discriminate against any person with respect to promotion, assignment, or any other matter because of race, creed, color, sex, age, Veteran, sexual orientation, free exercise of political rights guaranteed by the U.S. Constitution, Bargaining Unit membership or Bargaining Unit activities; and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Section 2. The Employer and the Union agree not to discriminate against Employees covered by this Agreement in regards to race, religion, creed, color, national origin, sex, age, mental or physical handicap or Union activity or being a Veteran and sexual orientation.

ARTICLE 5 - CHECKOFF

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

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

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

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

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

ARTICLE 6 - DISCIPLINARY ACTION

Section 1. No tenured Civil Service Employee shall be removed, dismissed, discharged, suspended or disciplined except for just cause as provided by law or non-probationary Employee shall be removed, dismissed, discharged, suspended or disciplined except for just cause. Employees presently under Civil Service shall have the option to pursue appeal remedies under the provisions of M.G.L. Chapter 31 or file a grievance in accordance with Article 9 for all disciplinary action taken against them, but may elect only one or the other to appeal. Probationary Employees shall not be afforded the right to file a grievance under the provisions of Article 9 for Discipline, Discharge or Termination Issues.

Section 2. If a Supervisor has reason to orally reprimand an Employee, he shall do so in a manner that will not embarrass the Employee before other Employees, or the public.

Section 3. In cases of reprimands of a serious nature or ongoing circumstances, except in circumstances reasonably requiring immediate action which may in the Employer's opinion create additional problems or possible suspension of an Employee, the City will endeavor to notify the Union, which will allow the Union Representative the opportunity to address the problem.

Section 4. When an Employee is discharged, the City will endeavor to promptly notify the Union.

ARTICLE 7 - SENIORITY

Section 1. The parties agree to recognize seniority as defined in the Massachusetts General Laws, Chapter 31, for the purposes of layoffs for all Civil Service Employees. At the time of layoff, Employees in non-civil service positions shall have seniority rights in their own department, in regards to bumping into a lesser or lateral non-civil service position, for which they are qualified. Layoffs will be on the basis of last in - first out. Any Employee laid off as a result of privatization will receive two (2) weeks pay for each year of service with a ten (10) year cap. The City will make every effort to avoid layoffs.

Section 2. Any Employee who leaves the City employment for any reason and returns to work for the City shall not have seniority rights on future employment over other applicants and shall not start employment in the same grade and step in which he/she left with all rights of vacation, longevity, and sick leave restored to said person except for leaves as are protected by law, ordinance or this Agreement.

Section 3. The City agrees in principle with the concept of seniority in accordance with Civil Service Rules and Regulations and further agrees that this principle should be applied whenever practical, within a department in a reasonable manner subject to operational needs and qualifications with respect to:

A. Vacation schedules.

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

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

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

Section 4. Seniority means length of service in years, months, and days from the date of first continuous employment with the City of Chicopee, in the specific departments except that the seniority for Employees hired on or after July 1, 2000, as "temporary, emergency, or seasonal" who work beyond six (6) months shall not include the six (6) months employed as "temporary, emergency, or seasonal".

Section 5. Seniority - A. Civil Service Career Ladder - All Bargaining Unit Members covered by Civil Service:

1. The City will make every effort to promote from within; where practical, the City will have promotional exams.

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

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

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

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

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

1. The City will make every effort to promote from within.

2. Vacancies will be posted in all appropriate departments for ten (10) working days. If an individual is on vacation or sick leave, he/she may bid for said opening upon his/her return to work, provided the bid is submitted within five (5) calendar days of the closing of the posting period.

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

C. Library Employees - Career Ladder for library Employees - Library Employees who are not covered by Civil Service:

1. The City will make every effort to promote from within.
2. Vacancies will be posted in all appropriate departments for ten (10) working days. If an individual is on vacation or sick leave, he/she may bid for said opening upon his/her return to work.
3. The jobs will be awarded based on qualifications, job performance, evaluations and attendance and where all of these are equal, to the applicant with the most seniority..
4. The first thirty (30) days after a promotion shall be a probationary period for this promotion. The Employee shall have the option of returning to his or her former position without loss of seniority.
5. The Appointing Authority, during this period, may choose to replace said Employee for just cause and render a written report to the Personnel Department. Employees may grieve these decisions through the Grievance and Arbitration Procedure.

ARTICLE 8 - UNION BUSINESS

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

Section 2. Three (3) Union Stewards and one (1) Officer shall be granted one (1) day off per year with pay to attend the Union's Annual Stewards Seminar, provided that the Union will use its best effort to see that only one Steward shall be granted said day off from a Department. Any others may utilize their personal days.

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

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

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

Section 6. Members of the Bargaining Unit shall be granted time from duty with no loss of pay or benefits for actual time needed for testimony at arbitration or other contested hearings for up to seventy (70) total man hours for all members per fiscal year, if members notify their Appointing Authority seven (7) working days prior to the date of their testimony, or on the date the Union became aware of the need for such testimony. No more than two (2) bargaining unit members at a time may take this leave.

Section 7. Members will be granted leave without pay or benefits for actual time needed for said testimony in excess of seventy (70) total man hours for all members per fiscal year subject to the above notice requirements. No more than two (2) bargaining unit members at a time may take this leave.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A "Grievance" or "dispute" is hereby defined as a dispute arising from a complaint by an Employee or Employees or the Union covered by this Agreement, relating to the meaning, interpretation or application of any of the express terms and provisions of this Agreement.

Section 2. Any grievance or dispute which may arise between the parties concerning the application or interpretation of the express terms of this Agreement shall be settled in the following manner:

Step 1. Any aggrieved Employee shall present his/her grievance orally to the Employee's Department Head, who shall attempt to adjust the grievance informally. An Employee may be accompanied by a Union Representative. The grievance must be presented within twenty (20) calendar days of the occurrence or within twenty (20) calendar days of knowledge of the occurrence of the event-giving rise to the grievance. Any grievance of a bypass of a unit member for another position within the unit must be submitted within five (5) work days.

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

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

Step 4. Such submission to arbitration must be within forty-five (45) days of the presentation of the grievance to the Mayor at the previous step. Written notice of said submission must be given

to the Mayor. Prior to going to formal arbitration, the Parties may seek grievance mediation through Massachusetts Board of Conciliation and Arbitration.

Step 5. Steps 1, 2 and /or 3 may be skipped by written mutual consent of the City and Union.

Section 3. A. The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

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

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

Section 4. Written submission of grievances at Step 2 shall be in not less than triplicate, on forms to be provided by the City, and shall be signed by the Employee or his Union Representative filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union Representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 5. Any grievance not filed or processed within any of the time limits or in accordance with any of the conditions prescribed at steps one through three, inclusive, shall be deemed waived for all purposes. Grievances not answered by the City within the time limits prescribed shall automatically proceed to the next step of the procedure. Time limits, as specified, may be changed by mutual agreement of the parties, in writing.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder. This Section shall have no impact on grievances that are currently pending.

Section 7. The Arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The Arbitrator's award shall be in writing within thirty (30) days of the hearing and shall set forth his findings of fact, reasoning and conclusion. The Arbitrator shall be without power or authority to make awards which require the commission of an act prohibited by law or ordinance. It is clearly understood that the Arbitrator may not contradict or modify the terms of this Agreement or render a decision which is in conflict with the express provisions of this Agreement or any ordinance or law, rules or regulations of the Civil Service Commission or of any Retirement Board established by law, that are in effect at this time of ratification or any subsequent continuation, ratification or extension of this Agreement. Any new ordinance passed after the ratification of this contract, that the Union feels is contrary to the Contract may be negotiated out of the following Contracts. The Arbitrator's jurisdiction is expressly limited to the express terms of this Agreement which are applicable to the particular issue at hand, and to the rendition of an award which in no way adds to, subtracts from, changes or amends or conflicts with any term, provision or condition of this Agreement. In discipline cases the Arbitrator shall be confined to a determination of whether the subject Employee acted or performed or failed to act or perform in the manner for which the action was taken. In discipline cases, the Arbitrator is not precluded from considering mitigating circumstances if in the Arbitrator's opinion such mitigating circumstances are necessary in order for he/she to reach an equitable and just decision.

Section 8. The award of the Arbitrator shall be submitted to the Employer and the Union, and subject to law, shall be final and binding upon the Employer, the Union, and the aggrieved Employee.

Section 9. The discipline or discharge of an Employee whose office or position is classified under Civil Service Law and Rules shall not be a subject of grievance or arbitration hereunder nor shall any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law be the subject of grievance or arbitration procedure hereunder. If the same subject of any grievance or arbitration being processed herein is initiated or filed in any other legal or administrative forum, then this procedure will be stopped and considered resolved in accordance with the results of the other forum when all appeals and results are finalized.

Section 10. Multiple Grievances - Two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or questions and which affect a group or a class of Employees may be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article.

Section 11. Employer or Union Grievances - The Employer or the Union may initiate grievances at Step 2 or Step 3 of the grievance procedure. Union initiated grievances must directly involve an alleged violation of this Agreement that affects two or more Employees covered by this Agreement, or that affects only the Union and not directly any Employee covered by this Agreement provided that said grievance shall be initiated at Step 2 of the grievance procedure within twenty (20) days of the alleged violation. The Employer must initiate an alleged violation of this Agreement at Step 3 within twenty (20) days of the alleged violation.

ARTICLE 10 - INSURANCE

Section 1. Medical - The City agrees that it will pay fifty percent (50%) of the cost of medical insurance, including a master medical plan. It further agrees that upon the death of a husband or wife, either of which is a member of the Collective Bargaining Unit, the City will continue to pay fifty percent (50%) of said insurance premium as had the deceased at the time of death, if said payment is legal.

Section 2. Life Insurance - The City agrees that it will pay fifty percent (50%) of the cost of a group life insurance, two thousand dollars (\$2,000.00) payment at time of death, payable to the beneficiary of the deceased, if not included in master medical package.

Section 3. Local 1459 shall have the right to appoint a member to 32B committee.

Section 4. The City agrees to call a meeting of the 32B Committee to look at insurance alternatives.

ARTICLE 11 - CIVIL SERVICE EXAMINATIONS

An Employee shall be permitted time off without loss of pay while he/she is taking a Massachusetts Civil Service Department examination for a position in the municipal service of the City of Chicopee for which he or she is qualified based on civil service rules.

ARTICLE 12 - OCCUPATIONAL MEETINGS OR SEMINARS

The members of the Bargaining Unit may, subject to the approval of their Appointing Authority have the right to attend meetings or seminars relating to their actual positions, in equitable numbers. The decision of the Employer or Appointing Authority shall not be made in arbitrary, capricious or discriminatory manner.

ARTICLE 13 - MILITARY LEAVE

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

ARTICLE 14 - LEAVE OF ABSENCE

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

ARTICLE 15 - MATERNITY LEAVE

Section 1. An Employee is eligible for leave due to pregnancy pursuant to federal and state leave laws. Such leaves shall run concurrently. Should a medical necessity as evidence by a written

opinion and direction of the health care provider of the mother require the Employee to be absent for a period longer than twelve (12) weeks, the Employee will be eligible for an extension of the leave consisting of additional unpaid leave of up to a total continuous leave of twelve (12) months. The need for an extension must be evidenced by medical evaluations and statement of necessity from the attending health care provider and submitted as needed to the City.

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

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

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

ARTICLE 16 - SAFETY

It is the City's intent to provide a safe and reasonably comfortable work environment for all Employees. Employees shall attend all safety related seminars and training sessions they are instructed to attend by the Department Head or Supervisor.

ARTICLE 17 - SEPARABILITY

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

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

ARTICLE 18 - WORKLOAD DISTRIBUTION

It is the intent of the City, subject to the Grievance Procedure section of this Agreement, to distribute workloads equitably among Employees within their departments and classifications, including assigning of work interchangeably between support staff (clerical staff) within the DPW divisions and the Water Department.

ARTICLE 19 - BULLETIN BOARDS

The Union shall have the use of a section of the department bulletin board for the posting of notices and other pertinent information of interest to its membership. Such notices shall not be of a political or controversial nature and shall be subject to approval by the Human Resources Department of the bulletin board being used prior to posting.

ARTICLE 20 - MINIMUM STANDARDS

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

ARTICLE 21 - PAY PROCEDURES AND DATA

Section 1. Payday - Employees shall be paid no later than Friday of every pay week, with the exception of an emergency delay, and the pay shall cover all money owed for the preceding pay period.

Section 2. Paycheck Data - Payroll checks shall include a stub which shall contain the following items for the payroll period covered by the check: hours worked, current straight time base hourly rate of pay, date, gross wages, gross wages year to date, net pay, sick day status and itemized deductions made therefrom.

ARTICLE 22 - EXISTING PRIVILEGES

All conditions of employment not specifically covered by the terms of this Agreement shall remain in effect in the same manner as existed prior to this Agreement, based on classifications, departments and the Bargaining Unit, not on an individual basis.

ARTICLE 23 - JURY DUTY

Section 1. When an Employee's service on a jury causes the Employee to lose regularly scheduled work, the Employee will receive for the period of jury service the difference between jury duty reimbursement and regular pay computed at straight time on the current hourly rate.

Section 2. The Employee shall show his/her appropriate Supervisor/Appointing Authority the summons to serve on a jury at least fourteen (14) days prior to the time scheduled to serve.

Section 3. Each week, the Employee shall furnish the appropriate Supervisor/Appointing Authority with evidence of jury duty pay received for the time claimed.

Section 4. This article will not apply to any Employee who volunteers for jury duty.

ARTICLE 24 - HEALTH TEST

Any physical examination required by the City other than exams necessary to maintain his/her professional certifications shall be at no cost to Employees. The Employee shall be given, upon request, a report of the examination and a confidential record shall be kept by the Employer.

ARTICLE 25 - INTERPRETATION OF AGREEMENTS

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

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

ARTICLE 26 - NO INDIVIDUAL AGREEMENTS

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

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

ARTICLE 27 - PERSONNEL RECORDS

Employees reserve the right to review their personnel files and benefits through their Appointing Authorities.

ARTICLE 28 - MANAGEMENT RIGHTS

Except as may be expressly abridged by specific provisions of this Agreement and applicable law of the Commonwealth, the City of Chicopee retains all management powers granted to it by law, specifically but not limited to the right to hire, discipline, or discharge for cause, lay off, promote, transfer, and assign its Employees; to promulgate rules and regulations; to assign duties to the work force; to organize, enlarge, discontinue or reduce the work force or any of its subdivisions; to introduce new or improved facilities, and to otherwise carry out and execute the ordinary and customary management functions of the City. The foregoing listing is not to be construed as expressing or implying any decreasing order of importance and is not all-inclusive.

ARTICLE 29 - HOURS OF WORK

Section 1. The normal workweek shall consist of five (5) consecutive days (Monday through Friday), of seven (7) hours per day, from 9:00 A.M. to 5:00 P.M., with one (1) hour for lunch, except for those departments whose Employees presently are working under a different schedule. Also, two (2) fifteen (15) minute coffee breaks per day for full-time Employees only. The workweek shall be from Monday to Sunday. All Employees scheduled under six (6) hours shall receive one (1) fifteen minute coffee break.

Section 2. The work week shall be from Mondays through Sunday and Employees may be on a regular, weekly flex time schedule with the written approval of the Employee and the department head based on the operational needs of the department flex time schedule shall be one hour pay for one hour worked up to thirty five (35) hours per week. This agreed upon schedule is to be reviewed annually.

Employees working forty (40) hours per week in a grade that has Employees working thirty-five (35) hours will be eligible for the hourly rate based on thirty-five (35) hours per week, which shall be applied to forty (40) hours.

Section 3. The following positions will work a regular forty (40) hour workweek: Engineering Department, DPW – Public Utilities, Sealer of Weights and Measures.

Section 4. On weekends, the number of part time Library Associates in the Library working on a shift will not exceed the number of regular, full-time UFCW Admin Employees working at the same time.

Section 5. The City shall be allowed to hire part-time, Sunday-only Employees to perform Library duties. In the event of a Sunday opening at the Library, these Employees will be scheduled for no greater than 50% of the labor hours utilized on that day. Overtime hours for regular Library Employees will be on a rotating basis for qualified Employees.

ARTICLE 30 - SHIFT DIFFERENTIAL

All Bargaining Unit members required to work on shifts other than Monday through Friday day shift shall receive an eighty-five cents (\$.85) per hour shift differential. All hours worked after 5:00 P.M. will be entitled to a shift differential. In order to qualify for this differential an Employee must work for a minimum of twenty (20) hours per week.

ARTICLE 31 - OVERTIME

A. Time worked over thirty-five (35) working hours or over forty (40) working hours per week, depending upon one's normal workweek, will be compensated at the rate of time and one-half (1 1/2) as authorized by the Appointing Authority or his/her designee. Employees shall be paid time and one-half (1 1/2) for time worked after seven (7) or eight (8) hours worked depending upon their normal workday. Overtime pay is only to be paid after thirty five (35) hours when the City and the Employee agree to a flextime schedule.

B. Overtime worked by an Employee on a holiday will be compensated at the time and one-half (1 1/2) rate for the actual time worked as authorized by the Appointing Authority or his/her designee.

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

D. Compensation will be included in the regular weekly payroll check or by accumulated time. The Employee, with the consent of the Appointing Authority, will determine when the compensation will be by payment or by accumulated time off. Overtime cannot be refused without justification. Child care or care for long term sick family members, education courses, GED or college level courses are justifiable reasons for refusing overtime.

E. There will be no pyramiding of paid time under any of the provisions of this Agreement.

F. The City agrees that vacations, holidays, personal days, bereavement days, and jury duty days shall count as hours worked for the purpose of computing overtime.

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

H. Double (2) time for time worked on Sundays. Time and one-half (1 1/2) for all time worked on holidays except Christmas and Thanksgiving which are double (2) time for time worked.

I. Part-time Library Employees shall not be eligible for Sunday overtime.

ARTICLE 32 - BEREAVEMENT LEAVE

Section 1. Each Employee in the Bargaining Unit shall be granted leave without loss of pay in the event of a death in his immediate family. Such leave shall be stated below, excluding the day of the death and shall be for purposes of attending the services for the deceased, all days, if allowable, will be working days. For the purpose of this Article, the term "immediate family" shall mean and include the following:

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

The following will be three (3) days:

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

Delayed graveside services will be dealt with on a case-by-case basis, by the department head and Human Resources Department, and will not exceed one (1) day. The total benefit derived under this section shall not exceed the above by two (2) days.

Section 2. If the services for the deceased are more than one hundred and fifty (150) miles from the City of Chicopee, members will be granted one (1) day for travel to the location and one (1) day to return. Said travel to be exclusive of the three (3)/five (5) days set above.

Section 3. The Employer may, but is not required, to request proof of death, relationship and/or services.

ARTICLE 33 - HOLIDAYS

Section 1. Employees whose wages and conditions of employment are covered by this Agreement will receive compensation depending upon their normal work schedule, at their regular hourly rate for twelve (12) full day and two (2) one-half day holidays each calendar year as follows: The term "holiday" as used in this Section includes the following and no other:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
1/2 day Christmas Eve
1/2 day New Year's Eve

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

Section 3. Any Employee required to work on a holiday will be paid for the hours worked at time and one-half (1 1/2) of the applicable rate of pay, plus a day's pay for the holiday. No compensating time off for work performed on a holiday shall be authorized.

Section 4. When a holiday occurs during an Employee's regularly scheduled vacation, he/she shall be granted an additional day's vacation.

Section 5. The term "holiday" as used in this Section includes the above and any additional days declared holidays hereafter by the Federal, State or Municipal Government.

Section 6. Any Employee whose normally scheduled day off falls on a holiday shall be paid for the holiday.

Section 7. In order to receive pay for any of the holidays enumerated above, an Employee must work the last regularly scheduled working day immediately preceding and immediately following the holiday in question unless he/she was on an authorized day off. The Department Head may require a doctor's note for sick time used the day before or after a holiday.

Section 8. No pyramiding of paid leave time; there will be no pyramiding of paid time under any of the provisions of this Agreement.

ARTICLE 34 - LONGEVITY

Section 1. Each Bargaining Unit person whose position is in the official service of the City and who has completed the following years of service, shall be paid in addition to the basic annual rate of compensation as follows:

5 years	\$225.00
10 years	\$350.00
15 years	\$400.00
20 years	\$600.00
25 years	\$1000.00
30 years	\$1250.00
35 years	1,500.00
Retroactive to July 1, 2012	

Section 2. Payments under this Section shall be made semiannually, in a lump sum, to Employees eligible for benefits. Upon verification of the service by the City Auditor, all eligible Employees whose anniversary dates fall between January 1st and June 30th, shall be paid the amount due them on a payroll in July, and all Employees whose anniversary dates fall between July 1st and December 31st, shall be paid the amount due them with the final payroll of the year. Any Employee who has reached his anniversary date and whose service is terminated due to retirement, death, or voluntary termination shall be paid the full amount of longevity compensation due for that year, with the final pay for said Employee.

Section 3. Employment shall be counted from the last day of hire whether the appointment is made on an emergency, temporary, provisional or permanent basis, provided that such actual service is full time, but not necessarily continuous. Employees whose term of employment is other than full time, shall have counted only such actual service as is rendered, and the computation of the anniversary date of said Employee shall reflect only such actual service as previously determined. Time lost due to leaves of absence due to illness or maternity shall not be included in the computation of the total time employed.

Section 4. Interruption of employment for the purpose of performing military service, shall not be deemed to break the continuity of service with the City in calculating benefits payable under this Section, provided that no employment other than military service is entered into by the Employee during the period of said interruption.

Section 5. Each department shall annually post a list, showing each departmental Employee by name, date of entry into municipal service, and years of service accumulated.

Section 6. Longevity payments shall be recomputed as of July 1st to include each member's entire actual service record.

ARTICLE 35 - POSTING OF POSITIONS

The City agrees to post all Civil Service positions that may open in all departments so that any Employee may bid on the position, except as provided by law.

ARTICLE 36 - PERSONAL DAYS

Section 1. Each member of the Bargaining Unit shall be eligible for three (3) personal days off per calendar year, cumulative to five (5) days. Part-time Employees to receive pro-rata time per Article 1 of this Agreement.

Section 2. Employees must work for one (1) year to qualify for personal days.

Section 3. Said personal leave shall be granted; as per department policy provided the Employee gives the Appointing Authority notice. However, no more than one (1) week prior notice will be required. Personal days shall not be unreasonably denied.

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

ARTICLE 37 - SICK LEAVE

Section 1. Sick leave payment to Employees is for disability not resulting from performance of duty.

Section 2. All Employees covered under this Agreement shall continue to receive their regular compensation during the period of their absence from duty because of total disability resulting from personal injuries, sickness or illness not arising out of and in the course of their employment. Compensation for such disability shall be limited to one and one-fourth (1 1/4) days for each month of service in the preceding twelve (12) months, but not more or not less than fifteen (15) days in any twelve (12) month period, unless impacted by Section 13.

Section 3. Any unused portion of any sick leave allowed hereunder may be unlimitedly accumulated.

Section 4. 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. Said payment shall be capped at \$15,000.00 for all Employees hired after January 1, 1999. Survivor benefits up to \$15,000.00.

Section 5. All accumulated sick leave shall be canceled upon separation from service of any Employee for cause.

Section 6. In the event of the transfer of an Employee from one department to another, such Employee shall be entitled to such sick leave as such Employee may have accumulated prior to such transfer.

Section 7. An Employee when disabled by an accident or injury arising out of his/her employment is entitled to file for benefits under Workmen's Compensation:

- A. Any injury must be reported immediately to his/her supervisor.
- B. The report of said injury shall be completed in the manner consistent with current procedures.

Section 8. Payment to Employees for disability resulting from performance of duty:

A. All Employees covered under this Agreement shall receive compensation to be determined as follows:

Total weekly salary due to Employee less actual amount received from insurance company. Difference due and payable by City of Chicopee chargeable to Employee's accrued sick leave, vacation time or overtime.

B. If the City at any time feels that an Employee is taking an unfair advantage of the above section, the Employee will be obliged to present, upon request from the City and the Union, a

doctor's certificate stating the progress of said injury and probable length of disability. Further payments to said Employee may be stopped upon mutual consent of the City and the Union.

Section 9. Absence of Employee for certain disabilities for which payment may not be allowed: No person shall be entitled to any compensation of benefits under this Agreement for any period of disability resulting in whole or in part from:

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

Section 10. Report of Disability - No person shall be entitled to compensation under this Agreement for any period of disability unless such disability and cause of reason therefore is reported forthwith to the Department Supervisor.

Section 11. Verification of Disability - It shall be the duty of the Appointing Authority to take or cause to be taken such reasonable steps as may be necessary to verify the existence and cause of any disability for which compensation is claimed. Each Appointing Authority shall maintain a permanent record of the Employees in his department affected by this Agreement, which record shall contain all pertinent data with regard to absence on account of sick leave and payments made on account thereof.

Section 12. Sick Leave Buy Back - Employees may voluntarily participate in a sick leave buy back program in which, prior to the start of a sick leave computing year, an Employee would indicate in writing his/her intention to participate in the following program:

- A. Up to five (5) sick leave days would be purchased back for said twelve (12) month period if, after said twelve (12) month period, fewer than three (3) sick leave days have been utilized.
- B. If zero (0) sick days used, five (5) days purchased at ninety percent (90%).
- C. If one (1) sick day used, two (2) days purchased at ninety percent (90%).
- D. If two (2) sick days used, one (1) day purchased at ninety percent (90%)
- E. If three (3) or more sick days used, no days purchased.

Section 13. Employees will continue to accrue sick leave while on paid leave. If on sick leave for more than fifty percent (50%) of month, will not accrue one and one quarter (1 1/4) day that month.

Section 14. An Employee may use up to three (3) days of sick leave in a contract year (July 1 to June 30) for the care of his/her sick or injured child.

Section 15. An Employee may use up to three (3) accrued sick days per year as "family days" for reasons defined in the Family Medical Leave Act (FMLA) or Small Necessities Act, or to care for an ill family member, as defined in the "Funeral Leave" article of this document. If the

Employer feels that an Employee is taking unfair advantage of this section, the Employer may, but is not required to, request proof of sickness, relationship, and/or qualifying event.

The Parties agree that the City will provide paid-time in those instances where the Employee takes leave under the SNLA, related to sick visit appointments, extended care issues and specifically articulated education appointments such as parent teacher conferences and visiting perspective educational institutions. Any other leave authorized by law pursuant to the SNLA shall not be paid by the City.

Section 16. Where the appointing authority has reason to suspect that an Employee is abusing his sick leave for reasons including but not limited to a pattern of sick leave usage, activity of the Employee is inconsistent with the reason for the sick leave usage, the appointing authority may require the employee to provide a detailed doctor's statement of illness or may require the Employee be examined by a doctor hired by the City or employee may submit said statement from his/her own doctor instead.

ARTICLE 38 - TRAVEL ALLOWANCE

Section 1. All members of the Bargaining Unit who are required to use their private vehicles in the performance of their official duties, shall, upon the effective date of this Agreement, be paid at the rate of two hundred and seventy-five dollars (\$275.00) per month car allowance as approved by the Appointing Authority or his/her designee.

Bargaining Unit Members will not be eligible for monthly payment unless they have been physically present at work at least ten (10) full days in a month. Holidays will be counted as workdays.

Section 2. The following positions are required to use their personal vehicles, and are eligible for benefits under this article: Wiring Inspector, Local Inspectors, Plumbing Inspector, DPW Assistant Superintendent, Parks Assistant Superintendent, Code Enforcement Inspector, Assistant Building Commissioner. The City reserves the right to remove any position from this list if it no longer requires the use of one's personal vehicle.

Section 3. Members who must use their cars to travel to meetings (see Article 12) previous to, during, or after their normal working hours dealing with their employment shall be compensated at the rate per mile established by the Internal Revenue Code, as of July 1 of the respective calendar year.

ARTICLE 39 - VACATIONS

Section 1. The vacation allowance of Employees is subject to the provisions of Massachusetts General Laws, Chapter 41, Section 111 and 111G. Employees who qualify are eligible for vacation time on a calendar year basis.

Section 2. A. Vacation time shall pertain to all provisional or permanent Employees who qualify, by having earned the time with actual work credits to his/her personnel record. For new Employees hired on or after July 1, 2000, vacation time shall pertain to all provisional and permanent Employees who qualify by having earned the time as a permanent and provisional Employee with actual work credits to his or her personnel record. In order to gain the first normal vacation an Employee must have actually worked for a period of not less than thirty (30) weeks of full-time employment, prior to June 1st, at which time the Employee will be eligible for two (2) weeks and two (2) days (or twelve (12) working days) vacation without loss of pay.

B. Those Employees, who normally work less than full-time from the normal thirty-five (35) or forty (40) hours per week shall be eligible for such portion of vacation time as indicated by the percentage of their part-time employment as it relates to full-time hours worked by Employees of comparable work classifications.

C. Any new Employee who has not actually worked the required thirty (30) weeks prior to June 1st, shall be granted one (1) week of vacation without loss of pay during the calendar year, provided that Employee shall have worked continuously a period of not less than thirty (30) weeks.

D. Employee vacation time is considered on a calendar year basis. An Employee, who has scheduled December vacation time cancelled for extraordinary reasons, may be allowed to carry over up to five vacation days into the New Year. The days must be used by February 15th. The carry-over requires timely written approval by the Department Head and Mayor.

Section 3. A. All Employees who have worked continuously for five (5) years, shall be entitled to three (3) weeks and three (3) days (or eighteen (18) working days) of vacation.

B. All Employees who have worked continuously for ten (10) years, shall be entitled to four (4) weeks and four (4) days (or twenty-four (24) working days) of vacation.

C. All Employees who have worked continuously for fifteen (15) years, shall be entitled to five (5) weeks plus one day (26 days) of vacation.

D. All Employees who have worked continuously for twenty (20) years, shall be entitled to five (5) weeks and four (4) days (or twenty-nine (29) working days) of vacation.

D. For purposes of this Section 3., "worked continuously by" shall include periods of absence designated by the City as FMLA Leave, and periods of temporary layoff lasting twelve (12) weeks or less and which at the time of instituting the layoff were designated by the City as temporary.

Section 4. A. Such vacation shall be granted by the head of the respective department at such time as in the department head's opinion will cause the least interference with the performance of the regular work of the City.

B. Vacations are to be allowed by dates of preference, and vacation days may be taken separately or together at the Employees request.

Section 5. Vacation time may be used by the Employee in addition to or in lieu of sick leave time.

Section 6. Any Employee who has actually started his/her vacation, and is called back to work by the department shall be paid at the rate of double time for the hours worked during his/her vacation period, in addition to the affected Employees regular vacation.

Section 7. Upon voluntary termination, Employees will be paid for unused vacation and personal days provided they give a two (2) week working notice unless on an excused absence. Vacations are not excused absences.

ARTICLE 40 - WORKING OUT OF CLASSIFICATION

Section 1. When an Employee is assigned (but not promoted) to higher classes of work due to vacancy created by vacation, illness, or operational needs of greater than seven (7) work days, or after a vacancy such as retirement or resignation occurs, he or she will go to the base rate of the higher classification from the seventh (7th) workday on. The parties agree that the seven (7) days shall be cumulative in a given fiscal year running from July 1st to June 30th. Deputies or Assistants to classifications to elected officials shall not receive out of rank pay.

Section 2. The following will not be eligible for out of rank pay until they have worked out of rank for more than sixty (60) consecutive workdays:

Assistant Collector
Assistant Treasurer
Assistant City Clerk
Assistant Superintendent of Parks
Assistant City Assessor
Deputy Superintendent, Water
Assistant Chief Operator
Assistant City Messenger
Assistant Supv., Motor Equip., Central Maint.
Assistant Engineer
Assistant Director, Library
Assistant Purchasing Agent
Assistant Superintendent/Engineer

Then they shall receive a ten percent (10%) differential.

ARTICLE 41 -CLOTHING AND BOOT ALLOWANCE

Section 1. The City agrees to continue providing a uniform service for Meter Readers in the Water Department. In addition the City will provide a uniform service for all Employees in the Waste Water Treatment Plant.

Section 2. The City will provide a four hundred dollar (\$400.00) per year clothing and boot allowance for the Highway Department Foreman, Parks General Foreman, Sanitation, Water, Fire Technician/General Foreman, Public Health Nurse, General Foreman-Forestry, CMG Motor Equipment Repairperson/Shop Foreman, Sealer Weights and Measures, CMG Operations Manager, DPW Environmental Coordinator and Lab Technicians-WWT.

Section 3. The City will provide a twenty-five dollar (\$25.00) per year clothing allowance for Health Department Technicians.

Section 4. Clothing allowance is based on working a full fiscal year and is a prorated allowance when the full fiscal year is not worked. Payment will be made by August 31st.

Section 5. Boot Allowance: A \$100 boot allowance will be approved for the positions listed below. Those Employees must wear boots while on duty.

- Assistant Building Commissioner
- Local Building Inspector
- Electrical Inspector

- Plumbing and Gas Inspector
- Assistant Engineer
- Senior Engineer
- Jr. Engineer Aide
- General Contractor Inspector
- Operations Supervisor (DPW Highway)
- Pretreat Coordinator (WPC)
- Ind. Waste Coordinator (WPC)
- Assistant Chief Operator (WPC)
- Senior Operator (WPC)
- Maintenance Supervisor (WPC)
- Ind. Waste Supervisor (WPC)
- Sr. Pump Station Operator (WPC)
- Collection System Senior Operator (WPC)
- Assistant Superintendent/Engineer (Water)
- Junior Civil Engineer/Draftsman (Water)
- CMG Motor Equipment Repairperson/Shop Foreman
- CMG Operations Manager
- DPW Environmental Coordinator
- Lab Technician (WWT)
- Sr. Engineering Aide (Eng.)
- Meter Readers (4)
- Lab Tech (WWT)

ARTICLE 42 – TOOL ALLOWANCE

The City will provide a six hundred fifty dollar (\$650.00) per year tool allowance for the Fire Technician.

ARTICLE 43- SUBSTANCE ABUSE PROGRAM

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

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

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

Section 13. The credibility of the sources of information whether by tip or informant, the reliability of the facts or 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.

Section 14. The following are a representative but not all inclusive examples of such circumstances:

- A. An Employee deemed impaired or incapable of performing assigned duties.
- B. An Employee experiencing excessive vehicle or equipment accidents.
- C. An Employee exhibiting behavior inconsistent with previous performance.
- D. An Employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
- E. An Employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in rehabilitation program.

Section 15. If the review committee concludes that the drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis as determined by the City in the City's sole discretion and on City time. If these procedures are not followed, Employees may refuse to submit to the test without being disciplined.

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

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

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

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

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

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

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

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

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

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

ARTICLE 44 - NO STRIKE

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

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

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

ARTICLE 45 - WAGES

Section 1. Wages shall be in accordance with the following attached schedules: Employees covered by this Agreement who are in an official service position and who have completed a six (6) month probationary period shall be eligible for first step increase. Thereafter, they shall be eligible on July 1st each year provided that they have at least twelve (12) months of service in that position. New Employees may start at the base rate of the classification in which the position they were hired for is covered. Future Employees who are either hired at a step higher than Step 1, or promoted into a step higher than Step 1, will not receive a six-month step increase if they are properly notified as such by the City. Proper notification shall require an Employee-signed acknowledgement of this condition.

Section 2. Except as otherwise provided, any person promoted to a higher grade shall begin in the Step in that new grade, which salary is the next higher amount than the salary received in the lower grade.

Section 3. The City of Chicopee shall discuss with the Union the salary to be paid for any new position affecting this Bargaining Unit.

Section 4. Based on experience, qualifications and merit, the City may pay an Employee a higher rate of pay, if other than the above prevails, the Union may utilize the grievance procedure.

Section 5. As per prior agreement, Employees who have been on F-4 for at least one (1) year shall automatically move to E-1 and be eligible for steps in Grade E on July 1st thereafter.

Section 6. A. 1. Increases:

FY 20152% to the base (January, 2015 – June 30, 2015)
FY 20162% to the base (July 1, 2015 – June 30, 2016)
FY 20172% to the base (July 1, 2016 – June 30, 2017)

2. Effective upon ratification, amend the step schedule as follows:

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

3. Effective July 1, 2015, Add one (1) new step to the end of the then existing step schedule and add one additional step to the end of the schedule on July 1, 2016, each new step will be paid 2.00% more than the then top step.

B. People outside of the scale shall get these raises as general wage increases.

Section 7. It is the intent, but not a binding agreement of the parties, that if any other Collective Bargaining Agreement bargained with and by the mayor's negotiating committee, is finalized with a greater wage increase, that the undersigned parties meet to further discuss wages. The Agreement herein finalized is to remain intact, and the parties would attempt to resolve any disagreements for implementation in some future agreement.

Section 8. A. In the event the City proposes substantive changes in a current Employee's job description after the effective date of this Agreement, it shall propose a grade and step for said position. For the purposes of this section, a substantive change is one which adds qualitatively new duties to the job description. The Parties shall promptly bargain in good faith regarding both the proposed changes and the pay grade and step assigned to said position. The Union shall have the right to appeal the grade and step assigned to the modified position in accordance with the grievance and arbitration procedure. Any such grievance shall be filed within twenty (20) calendar days of the conclusion of the bargaining described above. In any event as set forth above the arbitrator shall only have the authority to establish the appropriate grade and step for the current Employee's new job description position.

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

C. Where a position is newly created, as opposed to a modification of a current Employee's position, the City shall only be required to notify the Union in writing of the establishment of the position not less than 15 working days before the creation of the position. The Union may submit written suggested modifications during the said fifteen (15) day period and the Director of Human resources shall consider any suggested modifications by the Union, and may meet

with the Union to discuss them, if the said Director feels a meeting would be useful. All suggestions shall be submitted to the Director of Human Resources, in writing, within said fifteen (15) working days of the notification to the Union. At the end of the above time frame the City may establish the position, with or without any or all of the suggestions submitted by the Union. The Union shall have not right to appeal the grade and step assigned to the newly created position under the grievance and arbitration procedure.

Section 9. Discussions of Job Descriptions will take place by July 1, 2013.

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

Section 10. The City may reopen the CBA to discuss change in the health insurance.

Section 11. The City may require direct deposit of employment checks for each employee after not less than ten days advance notice.

ARTICLE 46 - FEES

The City will pay the cost to maintain specialized licenses as follows:

Health Department

License type

Registered Sanitarian
Registered Nurse
Dental Hygienist

Parks Department

License type

CDL

Water Department

License Type

Water Treatment
Water Distribution
Backflow Prevention Tester
CDL

Fire Department

License type

CDL

Waste Water Treatment Plant

License Type

Waste Water

Highway/Forestry

License Type

CDL/Hydraulic
CDL

Building Department

License Type

Electrician License
Plumbing Inspector

ARTICLE 47 – SICK LEAVE BANK

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

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

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

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

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

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

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

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

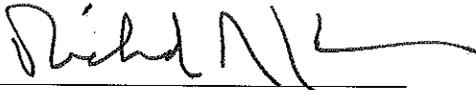
ARTICLE 48 - DURATION

The Terms of this agreement shall be in effect from July 1, 2014 through June 30, 2017.

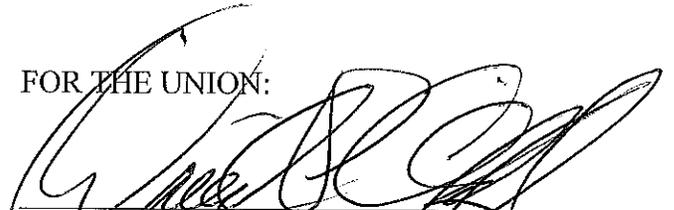
If negotiations for a Successor Agreement are not completed by June 30, 2017, the provisions of this Agreement will remain in force and effect until said Successor Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this 10th day of January 2017.

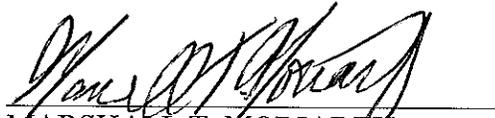
FOR THE CITY:


RICHARD J. KOS, MAYOR

FOR THE UNION:


DANIEL P. CLIFFORD, PRESIDENT

APPROVED AS TO FORM:


MARSHALL T. MORIARTY
CITY SOLICITOR 11/10/17

APPROVED AS TO FUNDING:


SHARYN RILEY, AUDITOR 1/9/17

**APPENDIX A
GRADE**

ASSESSORS

Assistant Assessor.....B+\$65
Principal ClerkC+25
Senior ClerkD
Clerk.....F/E
Excise Tax Clerk

AUDITOR

AccountantB+\$36.50
Budget Analyst.....B+\$36.50
Senior Account Clerk.....B+\$36.50
Principal ClerkC+\$25
Senior ClerkD
Clerk.....E

BUILDING DEPARTMENT

Assist. Building Commissioner ...A+\$66.50
Wiring (Electrical) InspectorB+\$66.50
Local Bldg. Inspector.....B+\$66.50
Plumbing & Gas Inspector.....B+\$66.50
Sealer Weights & Measures.....B
Senior ClerkD
Clerk (PT)E

CITY CLERK'S OFFICE

Assistant ClerkB+\$25
Vital Statistic Clerk.....D
Senior ClerkD
Clerk.....F/E
Clerk.....F

CITY HALL MAINTENANCE

Assistant Messenger.....B
Senior ClerkD

COLLECTOR'S OFFICE

Assistant CollectorB
Account (Principal) ClerkC
Senior ClerkD
Receiving Teller/Data
Entry Clerk.....D
Clerk.....E

COUNCIL ON AGING

Health & Fitness Coordinator C
Office Manager D
Transportation Coordinator D
Dispatcher..... E
Clerk..... E

DPW ADMINISTRATION

Environmental Program Coordinator... A
Administrative Manager..... B+\$36.50
Senior Clerk..... D
Clerk..... F/E

DPW CENTRAL MAINTENANCE GARAGE

Service Operations Manager A+100
Principal Clerk..... C

DPW - ENGINEERING

Assistant Engineer A
Senior Engineer B+\$65
Jr. Engineering Aide..... B
General Construction Inspector..... C+\$25
Clerk D

DPW HIGHWAY

Operations Supervisor A
General Foreman B

DPW PARKS

Assistant Superintendent.....B+\$66.50
General Foreman B+\$66.50
Recreation Supervisor C
Clerk E

DPW-PUBLIC UTILITIES (WPC)

Pretreatment CoordinatorA+66.50
Industrial Waste Coordinator.....A
Assistant Chief Operator.....A
Senior Operator.....B
Maintenance SupervisorB
Industrial Waste Supervisor.....B
Senior Pump Station OperatorB
Collection System Sr. OperatorB
Principal clerk.....C
Senior Account Clerk.....C
Lab Technician.....C
Clerk.....F/E

FIRE

Administrative Assistant.....B+\$36.50
Fire TechnicianB
Clerk.....E

HEALTH

SanitarianB+\$38.50
Code EnforcementB+\$38
Bacteriologist.....B
Principal ClerkC
Senior ClerkD

HEALTH - MEDICAL INSPECTION

Public Health NurseA
Licensed Practical Nurse.....B

LIBRARY

Assistant Director.....A+\$25
Systems LibrarianA
Youth Services Coordinator.....B+\$36.50
Senior Reference LibrarianB
Community Services LibrarianB
Administrative ManagerB
Electronic Reference Librarian.....C+\$25
Children's CatalogerC
Reference LibrarianC
CatalogerC
Young Adult Specialist.....C
Acquisitions LibrarianC
Sr Library Associate- Admin.....D
Sr Library Associate -Children Services.....D
Sr Library Associate-Adult ServicesD
Sr Library Associate- Reference.....D

Sr. Library Associate-Circulation D
Library Associate(FT) F/E
Library Associate (PT)..... F
Library Guard..... F

LICENSE COMMISSION

Clerk Part-time D

MANAGEMENT INFORMATION SYSTEM

Senior Systems Analyst.....A+\$150
Senior Network EngineerA+\$125
Computer Network TechnicianA+\$25
System Analyst.....B+\$25

PLANNING DEPARTMENT

Clerk (FT)..... D
Clerk (PT)..... D

POLICE DEPARTMENT

Administrative Specialist.....B+\$36.50
Principal Clerk..... C
Senior Clerk..... D

PURCHASING

Assistant Purchasing Agent..... C
Clerk F

REGISTRAR OF VOTERS

Senior Assistant Registrar D
Assistant Registrar..... F/E

TREASURER

Accountant.....B+\$36.50
Principle Account Clerk C
Payroll Account Clerk..... C
Clerk..... D

VETERANS SERVICES DEPARTMENT

Deputy Agent B
Senior Investigator B
Investigator C
Principal Clerk.....C+\$25
Clerk E

WATER DEPARTMENT

Asst./Superintendent Engineer.....A	Senior Account Clerk..... C
Cross Connection Control CoordinatorA	Billing Coordinator C
Senior Water Treatment Plant Op.....A	Head Water Service Inspector/Meter Rdr .. C
Bacteriologist.....B	Laboratory Inspector C
Cross Connection Control Inspector.....B	Principal Clerk..... C
General Foreman.....B	Water Service Inspector/Meter Reader C+D
Jr. Civil Engineer/DraftsmanB	Clerk F/E

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

APPENDIX B
Effective July 1, 2014 to December 31, 2014

GRADE	STEP 1		STEP 2	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	25.46	25.46	26.47	26.47
Grade B (Deputy/Professional)	21.45	21.45	22.46	22.46
Grade C (Principal Clerk/Technician)	19.44	19.44	19.96	19.96
Grade D (Senior Clerk)	17.43	17.43	17.95	17.95
Grade E (Clerk)	15.40	15.40	15.93	15.93
Grade F (Junior Clerk)	12.43	12.43	13.40	13.40

GRADE	STEP 3		STEP 4	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	27.49	27.49	28.49	28.49
Grade B (Deputy/Professional)	23.47	23.47	24.49	24.49
Grade C (Principal Clerk/Technician)	20.45	20.45	20.96	20.96
Grade D (Senior Clerk)	18.45	18.45	18.96	18.96
Grade E (Clerk)	16.42	16.42	16.93	16.93
Grade F (Junior Clerk)	14.40	14.40	14.91	14.91

2% Increase Effective January 1, 2015 to June 30, 2016

GRADE	STEP 1 (Step 0)		STEP 2 (Step 0)	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	24.45	24.45	24.95	24.95
Grade B (Deputy/Professional)	20.60	20.60	21.02	21.02
Grade C (Principal Clerk/Technician)	18.67	18.67	19.05	19.05
Grade D (Senior Clerk)	16.74	16.74	17.08	17.08
Grade E (Clerk)	14.79	14.79	15.09	15.09
Grade F (Junior Clerk)	11.94	11.94	12.18	12.18

GRADE	STEP 3 (Step 1)		STEP 4 (Step 2)	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	25.97	25.97	27.00	27.00
Grade B (Deputy/Professional)	21.88	21.88	22.91	22.91
Grade C (Principal Clerk/Technician)	19.83	19.83	20.36	20.36
Grade D (Senior Clerk)	17.78	17.78	18.31	18.31
Grade E (Clerk)	15.71	15.71	16.25	16.25
Grade F (Junior Clerk)	12.68	12.68	13.67	13.67

GRADE	STEP 5 (Step 3)		STEP 6 (Step 4)	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	28.04	28.04	29.06	29.06
Grade B (Deputy/Professional)	23.94	23.94	24.98	24.98
Grade C (Principal Clerk/Technician)	20.86	20.86	21.38	21.38
Grade D (Senior Clerk)	18.82	18.82	19.34	19.34
Grade E (Clerk)	16.75	16.75	17.27	17.27
Grade F (Junior Clerk)	14.69	14.69	15.21	15.21

2% Increase + 1 New Step Effective July 1, 2015 to June 30, 2016

GRADE	STEP 1 (Step 00)		STEP 2 (Step 0)	
	35 HRS	40 HRS	35 HRS	40 HRS
	Grade A (Specialist)	24.94	24.94	25.45
Grade B (Deputy/Professional)	21.01	21.01	21.44	21.44
Grade C (Principal Clerk/Technician)	19.04	19.04	19.43	19.43
Grade D (Senior Clerk)	17.07	17.07	17.42	17.42
Grade E (Clerk)	15.09	15.09	15.39	15.39
Grade F (Junior Clerk)	12.18	12.18	12.42	12.42

GRADE	STEP 3 (Step 1)		STEP 4 (Step 2)	
	35 HRS	40 HRS	35 HRS	40 HRS
	Grade A (Specialist)	26.49	26.49	27.54
Grade B (Deputy/Professional)	22.32	22.32	23.37	23.37
Grade C (Principal Clerk/Technician)	20.23	20.23	20.77	20.77
Grade D (Senior Clerk)	18.14	18.14	18.68	18.68
Grade E (Clerk)	16.02	16.02	16.58	16.58
Grade F (Junior Clerk)	12.93	12.93	13.94	13.94

GRADE	STEP 5 (Step 3)		STEP 6 (Step 4)	
	35 HRS	40 HRS	35 HRS	40 HRS
	Grade A (Specialist)	28.60	28.60	29.64
Grade B (Deputy/Professional)	24.42	24.42	25.48	25.48
Grade C (Principal Clerk/Technician)	21.28	21.28	21.81	21.81
Grade D (Senior Clerk)	19.20	19.20	19.73	19.73
Grade E (Clerk)	17.09	17.09	17.62	17.62
Grade F (Junior Clerk)	14.98	14.98	15.51	15.51

GRADE	STEP 7 (Step 5)	
	35 HRS	40 HRS
	Grade A (Specialist)	30.23
Grade B (Deputy/Professional)	25.99	25.99
Grade C (Principal Clerk/Technician)	22.25	22.25
Grade D (Senior Clerk)	20.12	20.12
Grade E (Clerk)	17.97	17.97
Grade F (Junior Clerk)	15.82	15.82

2% Increase + 1 New Step Effective July 1, 2016 to June 30, 2017

GRADE	STEP 1 (Step 00)		STEP 2 (Step 0)	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	25.44	25.44	25.96	25.96
Grade B (Deputy/Professional)	21.43	21.43	21.87	21.87
Grade C (Principal Clerk/Technician)	19.42	19.42	19.82	19.82
Grade D (Senior Clerk)	17.41	17.41	17.77	17.77
Grade E (Clerk)	15.39	15.39	15.70	15.70
Grade F (Junior Clerk)	12.42	12.42	12.67	12.67

GRADE	STEP 3 (Step 1)		STEP 4 (Step 2)	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	27.02	27.02	28.09	28.09
Grade B (Deputy/Professional)	22.77	22.77	23.84	23.84
Grade C (Principal Clerk/Technician)	20.63	20.63	21.19	21.19
Grade D (Senior Clerk)	18.50	18.50	19.05	19.05
Grade E (Clerk)	16.34	16.34	16.91	16.91
Grade F (Junior Clerk)	13.19	13.19	14.22	14.22

GRADE	STEP 5 (Step 3)		STEP 6 (Step 4)	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	29.17	29.17	30.23	30.23
Grade B (Deputy/Professional)	24.91	24.91	25.99	25.99
Grade C (Principal Clerk/Technician)	21.71	21.71	22.25	22.25
Grade D (Senior Clerk)	19.58	19.58	20.12	20.12
Grade E (Clerk)	17.43	17.43	17.97	17.97
Grade F (Junior Clerk)	15.28	15.28	15.82	15.82

GRADE	STEP 7 (Step 5)		STEP 8 (Step 6)	
	35 HRS	40 HRS	35 HRS	40 HRS
Grade A (Specialist)	30.83	30.83	31.45	31.45
Grade B (Deputy/Professional)	26.51	26.51	27.04	27.04
Grade C (Principal Clerk/Technician)	22.70	22.70	23.15	23.15
Grade D (Senior Clerk)	20.52	20.52	20.93	20.93
Grade E (Clerk)	18.33	18.33	18.70	18.70
Grade F (Junior Clerk)	16.14	16.14	16.46	16.46

Appendix C

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

City of Chicopee, UFCW Local 1459, Administration Union

RANDOM DRUG AND ALCOHOL TESTING

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I. INTRODUCTION

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

II. EDUCATION

2.1 Reserved

III. EMPLOYEE ASSISTANCE PROGRAM

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

IV. CONFIDENTIALITY

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

4.2 Except as required by law, all information concerning a Member's drug and alcohol tests shall remain confidential for all purposes other than determining and defending disciplinary action.

4.3 With the exception of determining and defending disciplinary action

or as required by law, all City personnel shall maintain Member privacy and confidentiality concerning all alcohol and drug test results.

- 4.4 No Department personnel shall have access to information about the identity of Members selected for testing and the designated test date and time.
- 4.5 Notwithstanding the foregoing, upon request by the Member or the Member's union representative with written authorization from the Member, the Human Resource Department shall provide copies of all laboratory reports, test results, forensic opinions, laboratory work sheets, procedure sheets, and/or laboratory procedures.

V. DEFINITIONS

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

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

VI. AUTHORIZED USE OF PRESCRIPTION MEDICINE

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

VII. PROHIBITED CONDUCT

The following conduct by Members is prohibited:

- 7.1 Unauthorized use, possession, manufacture, distribution, dispensation or sale of a controlled substance, illegally-used drug, drug paraphernalia, or alcohol on City property, on City business, in City supplied vehicles, or vehicles being used for City purposes, or during working hours

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

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

IX. Random Drug Testing

9.1 Drug tests will consist of determinations of the presence of controlled substances, illegally used drugs and alcohol as defined in Section V. Members of the UFCW Local 1459 and the Administration and Labor Unions will be tested for drugs and/or alcohol under the following circumstances:

- (a) Random Testing - In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free and in further recognition that the City has not yet achieved such goal, the Parties agree that the City will implement and maintain a random drug and alcohol testing program. This program will

include urinalysis and breath alcohol testing.

- (b) Follow-up Testing - Any Member who has tested positive for alcohol or drugs in violation of this policy will be subject to unannounced follow-up testing for thirty-six months following the date of return to duty.
- (c) Probation Period Testing - All probationary personnel are subject to drug and alcohol testing during their probation period without prior warning and at random Intervals. Members who test positive for drugs or alcohol during their probationary period may be subject to termination.
- (d) Condition of Permanent Promotion/Appointment - Any Members who are to be considered for a promotion shall be required to submit to an alcohol and drug test. A negative test result shall be a condition to be considered for a permanent promotion. An employee can decline to be tested and, upon employee's exercising such option, the employee shall forego the permanent promotion in issue.
- (e) Return from Suspension - Members, who have been suspended for a violation of this Policy, will be required to submit to City administered drug and alcohol testing, and must test negative for drugs and alcohol in accordance with the standards in this Policy, prior to his/her return to the Department. Additionally, prior to returning to work the Member must be cleared to return to duty by the City Medical Practitioner.

X. POLICY ENFORCEMENT

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

- (a) A Member who has self-referred to the Program but has not violated any provision of the Policy shall not be subject to disciplinary action and his/her participation shall be entirely confidential and not subject to Departments records.
- (b) A Member who has been directed by the City to participate in the Program and voluntarily enters the Program shall not initially be subject to any disciplinary action.
- (c) A Member who has been directed to enter the Program shall be subjected to the following standards and disciplinary actions:

- 1.) If a Member, who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program he or she shall be suspended for a period of five (5) days for the first offense. Additionally, the Member will be required to participate in the Program for one (1) year from the date of his return from the five (5) day suspension.
- 2.) If a Member, who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program, he or she shall be suspended for a period of ten (10) days without pay for the second offense. Additionally, the Member will be required to participate in the Program for one-year from the date of his return from the ten (10) day suspension.
- 3.) If a Member who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program, he or she shall be suspended for a period of twenty (20) days without pay for the third offense. Additionally, the Member will be required to participate in the Program for one-year from the date of his/her return from the twenty (20) day suspension.
- 4.) If a Member, who is participating in the Program and was directed to do so fails to follow the directives of his/her Rehabilitation Program for a fourth time, the Member shall be terminated for the fourth offense.

10.2 If a Member tests positive for drug or alcohol for the first time or has been deemed to have tested positive under this policy, the Member shall be subject to the following guidelines for his/her participation in the Rehabilitation Program:

- a) If a Member tests positive for drugs or alcohol for the first time, but has not violated any other provision of this policy, the Members shall be suspended for a period of thirty (30) days except that the thirty (30) day suspension shall be held in abeyance and will be imposed, if at all in accordance with Section 10 (2) (a) (b) and (c) and the Member shall be subject to 10.2 (d) and 10.2(e).
- b) If a Member tests positive for drugs and alcohol for the first time, he or she shall be required to participate in the City's Rehabilitation Program.

- c) If a Member has violated other provisions of this policy in addition to testing positive for drug and alcohol, he or she may be subject to disciplinary action in excess of the thirty (30) day suspension without pay and which may, depending upon the violation or multiple violations include termination.*
- d) If a Member tests positive for drugs or alcohol a second time regardless whether the second time was for the same substance drugs or alcohol, random or reasonable suspicion or failure to comply with the testing protocol which is deemed to be a positive test under this policy, the Member shall be terminated.*
- (e) If a Member, who has tested positive for drugs or alcohol, fails to follow the terms and conditions of his or her rehabilitation agreement the Member may be terminated. *
- (f) If a Member, who has tested positive for drugs or alcohol in violation of this Policy, tests positive for either drugs and alcohol a second time, regardless of whether the second positive test corresponds to the substance that gave rise to the first positive test, the Member shall be terminated.*

* subject to appeal rights as granted by Chapter 31.

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

XI. Procedures for Drug and Alcohol Testing

11.1 Procedures for Random Testing

- (a) Random on-duty testing will be conducted throughout the year, although the days of the week and the times of the day when testing is conducted and the number of Members tested in any given week will vary.
- (b) The Human Resource Department shall create a list of employees to be tested. The Human Resource Department with notice to the union may change the list of employees to be tested based upon the employees work schedule.

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

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

- (f) The Director of Human Resources shall maintain as confidential as is reasonable and only notifying those Members in the Department that have a need to know.
- (g) Department Head or his/hers designee will transport the employee or employees to and from the test site.

- (h) The testing shall be limited to three members per month for drugs or alcohol; if the City fails to have three Members tested in a month there shall not be any catch-up provision in the following month(s).

11.2 Collection, Testing and Storage of Specimen

- (a) When conducting testing for prohibited drugs the testing facility will use urine screening. When conducting testing for alcohol use the testing facility will use breath alcohol testing. The designated collector shall collect one urine sample from the Member at the time he collects the breath sample for alcohol testing. A blood sample may be used only in cases when the breathalyzer is challenged by an officer (a suitable specimen must be provided within 30 minutes) and at his/her own expense. The designated collector shall take reasonable measures to provide the Member with privacy while maintaining the integrity of the testing.
- (b) The designated collector shall divide the urine sample into two (2) containers, one for testing and the other for potential re-testing. The Member will place a signed and dated seal over the cap of the specimen containers, place the sealed containers in an envelope, seal the envelope and then sign across the seal. In the event the Member cannot produce sufficient urine for a split sample (a total of 45 milliliters, 30 for the tested sample, 15 for the untested sample) the specimen collector shall document the inability 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 City will direct the Contractor to store all confirmatory positive urine samples in an appropriate, properly secured location.
- (f) Breath Alcohol tests will be conducted by a properly qualified test operator using an Evidential Breath Testing device (EBT). A positive test will be followed by a second confirmatory EBT test. The City will direct the Contractor to store breath alcohol results at a level of .04 or greater, in an appropriate, properly secured location.

11.3 Testing of Divided Sample

- (a) A Member who tested positive for a controlled substance(s)/Illegal drug(s) may, within seventy-two (72) hours of being informed of the test result, make a written request to have the untested sample submitted for testing. The Member may have the untested sample tested by the same laboratory as the initial sample, or the Member may select an alternative laboratory. The alternative laboratory must be certified by SAMHSA and must apply the same testing levels. The untested specimen must be transported directly from the Contractor to the alternative laboratory and the Member must pay any associated costs for this additional test. The Member must authorize the alternative laboratory to provide the test results directly to the Department's Medical Practitioner. If the split sample is tested and results in a negative finding, the City shall reimburse the member for the cost of the re-test.

11.4 Diluted Sample or Inability to provide a Sample

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

- (b) If the Contractor Informs the City's Medical Practitioner that a Member provided a diluted sample, then the City's Medical Practitioner shall have the discretion to order additional testing to secure a valid sample.

11.5 Procedure upon a Positive Test Result

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

XII. UNION REPRESENTATION

- 12.1 Any Member ordered to undergo alcohol and drug tests under this Policy may request the presence of a union representative during the test. However, the inability to secure a union representative shall not unduly delay administration of the test, and the union representative shall not interfere with the privacy and integrity of the testing process as prescribed by the Contractor.
- 12.2 At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results, so long as such inspection and observation do not interfere with the drug and alcohol testing program. The Union may inspect individual test results if the release of this information is authorized by the member involved.

APPENDIX A

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

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

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

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

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

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

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

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

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

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

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

_____ Date: _____
Print Name of Member

_____ Date: _____
Signature of Member

CONTRACT/MOA: Adm UFAW

EFFECTIVE DATE: 7/1/14 - 6/30/17

*******SIGNATURES OBTAINED*******

Union -----

Law -----

Mayor-----

City Seal ----

*******DISBURSEMENT*******

Disbursed by: _____ on _____

Signature

(Note: contracts must be disbursed within 30 days of signing)

Signatures of Department contracts/MOA were Disbursed to:

(1) City Clerks/ One (1) original :

Signature

Date

(2) Mayor's Office/One (1) Copy:

(COPY to Mayor and Mary Moge')

Signature

Date

(3) Audit Dept./ One (1) original:

Signature

Date

(4) Contractor(Union)/ One (1) original:

(COPY to Ross Kiely at rkiely@comcast.net)

Signature

Date

(5) Treasurer/ One (1) copy:

Signature

Date

(6) Law Department/One (1) copy:

Signature

Date

(7) Human Resource Department/One (1) original:

Signature

Date

(8) Purchasing Department/One (1) copy:

Signature

Date

CONTRACT WAS COMPLETELY PROCESSED ON 1-11-17

SIGNATURE:

