

**CHICOPEE POLICE**  
**PATROLMEN'S UNION**  
**I.B.P.O. LOCAL #401**

**EFFECTIVE JULY 1, 2017 – JUNE 30, 2020**



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THIS AGREEMENT entered into by the CITY OF CHICOPEE, MASSACHUSETTS hereinafter referred to as the City or Employer, and LOCAL 401, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, hereinafter referred to as the Union, sets forth the basic contract of employment to be observed between the parties hereto.

**ARTICLE 1**  
**RECOGNITION**

The City hereby recognizes the Union as the exclusive bargaining agent for the following bargaining unit:

All permanent or regular full-time members of the Police Department of the rank of Police Officer; excluding all other civilian employees, and all Superior Officers of the rank of Sergeant and above.

**ARTICLE 2**  
**UNION DUES AND AGENCY SERVICE FEE**

- A. **UNION DUES:** The City agrees to deduct membership dues from the wages of each employee within the bargaining unit, in such amounts as are specified by the employee in writing, and remit to the Union on a monthly basis.
- B. **AGENCY SERVICE FEE:** The City agrees to implement and enforce an agency service fee, as a condition of employment, to be paid by all persons who are not members of the Union, so long as the parties to this contract comply with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, and the rules and regulations of the Massachusetts Labor Relations Commission. The Union, or its successor, shall notify the City of the service fee to be charged and the employee within the bargaining unit from whom the fee is to be collected.



**ARTICLE 3**  
**SENIORITY, SHIFT AND JOB ASSIGNMENTS**

- A. Seniority within the Chicopee Police Department shall commence from the date of appointment as a permanent or regular full-time member thereof from a certified Civil Service list. Those police officers so appointed on the same day shall have their relative seniority vis-à-vis each other determined on the basis of their order of appearance on the Civil Service appointment list.
- B. Seniority shall not be broken by vacation time, sick time, injury time, temporary lay-off, suspension of less than one-hundred and eighty (180) days, or any call to military service for the duration.
- C. If an employee resigns voluntarily or is discharged for just cause, he/she shall lose all seniority, except as provided by the Rules of Civil Service.
- D. In the event of reduction in force, lay-off shall be in inverse order of hiring and any recall to work shall be by seniority. In recalling separated persons from inactive status, the City reserves its right to require any or all such persons to submit to a physical examination by a physician of the City's choosing and at the City's expense to determine the physical/mental fitness of any such patrolman to return to active service.
- E. The senior police officer who bids for an opening in any shift shall be given that opening when it occurs. That opening shall be posted in a conspicuous place for at least ten (10) days prior to filing same in order that members of the various shifts will have an opportunity to apply for it. Police officers not electing to exercise their seniority rights to fill a shift opening or to make a seniority bid shall maintain their then shift assignment and their seniority rights vis-à-vis other police officers in the event of other shift openings or to make a seniority bid. All shifts will be



bid by seniority and beat picks will be bid at the same time. This will be done before vacation picks are started. Shift changes under this section shall become effective on the second Sunday of January of the following year. The number of officers assigned to the various shifts and beats shall remain the sole decision of the Chief of Police. Any subsequent shift openings during the year shall revert to the ten (10) day provision. Any subsequent beat openings during the year shall be in accordance with the operational needs of the Department. The School Resource Officer must have at least five (5) years of service as a police officer. Anyone who is assigned as a School Resource Officer will have enough seniority to work the day shift if he/she so chose.

- F. The parties to this Agreement recognize that the principal factors in job assignments are the efficiency and the integrity of the Police Department. The Employer, however, in making non-promotional assignments within the uninformed units will give due consideration to an employee's seniority, physical condition, personal hardships and particular abilities when making such assignments whenever possible.

#### **ARTICLE 4**

#### **BEREAVEMENT LEAVE**

Each employee in the bargaining unit will be granted leave without loss of pay in the event of a death in his/her immediate family. In the event of the death of a spouse or child, such leave shall be five (5) days plus the day of death which shall include attendance at the funeral. Such leave shall be three (3) days plus the day of death which shall include attendance at the funeral for other members of the immediate family which shall include the following:

Mother	Mother-In-Law	Spouse's Grandparents
Father	Father-In-Law	Grandfather
Sister	Sister-In-Law	Grandmother
Brother	Brother-In-Law	Grandchild





Son-In-Law            Step Children of current spouse  
Daughter-In-Law    Present Step Parents

In addition, if the deceased lives more than one hundred (100) miles from the City, the member of the bargaining unit will be granted one (1) additional day for travel.

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

## **ARTICLE 5**

### **INTERCHANGE OF HOURS, SWAPS**

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

- A. Such substitution does not impose an additional cost on the City with regard to the payment of salaries or wages or overtime.
- B. The officer in charge of the shift in which the substitution shall take place be notified two (2) days prior to its becoming effective except in the case of an emergency and notification then may be made on a shorter term.
- C. At no time may an officer who swaps with themselves owe the Department more than three (3) days.
- D. The officer requesting to swap has no unallocated floating vacation days or court vacation days, and
- E. The Commanding Officer shall be responsible to keep a record of swap days taken and owed. The Commanding Officer when deciding to approve or disapprove a swap shall be guided by the operational needs of the Police Department.



**ARTICLE 6**  
**EXTRA PAID DETAILS**

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

- A. All extra details will be offered to regular officers first, and assignments shall be made by the Chief or his representative on a voluntary basis, distributed as evenly as possible among said regulars on a rotating basis. A record of all such assignments shall be kept and contained therein will be a record of acceptances and refusals by the members of the Department. Such record shall be made available upon request to representatives of the Union.
- B. All officers shall be on the paid detail list unless they advise the Chief or officer in charge of the list that they want their names removed from same.
- C. Any officer who cannot fulfill his/her work assignment will notify the head of the paid detail list within seventy-two (72) hours prior thereto so that the next available officer can be assigned to the job. In any event, no person shall accept an assignment unless the same is made by the Chief or the head of the paid detail list, or designee.
- D. It is agreed that those officers who work paid details, do so on their off-duty time or on a time when they are not specifically scheduled to work on the Police Department.
- E. No such assignments shall be made until the persons or organizations requesting same have agreed to pay the rates which will be continued to be set and established as is the present practice.
- F. The number of officers required shall be at the sound discretion of the Chief of Police or officer assigned to distributing said paid details, but no less than two (2) officers shall be assigned to extra



paid details where alcoholic beverages are served.

- G. Any detail requiring more than three (3) officers will have a supervisor assigned, who will be paid an additional dollar per hour. If a superior officer is not available for said detail, the senior patrolman working the detail shall be paid the additional dollar per hour. Employees who are in charge of these details shall make a notation on their report for the detail officer's records. This provision shall not apply to road construction work.
- H. Officers working extra paid details shall be allowed to have with them portable police radios, if available.
- I. The City of Chicopee shall appropriate ten thousand dollars (\$10,000) to establish a revolving fund pursuant to G.L. Chapter 44, Section 53C, and shall pay police officers compensation for working outside details at the same time regular compensation is paid for the date the outside detail is worked.
- J. The City of Chicopee may charge to those who hire police officers for outside details, an administrative fee of ten percent (10%) of the outside detail rate, which shall be added to the outside detail rate.
- K. The "Work List" comprised of all outside jobs, will always be posted and will carry a continuous listing of all outside jobs.
- L. All assignments will be made according to the list on an availability basis, alphabetically.
- M. Assignments, posted in advance on the list, are the responsibility of the assigned officer, if the assigned officer gives the assignment to another, the assigned officer will file the appropriate paperwork. The replacement officer will put on the officer's report, a notation as to who was replaced.
- N. Assignment of a last minute nature is defined as any assignment with less than twenty-four (24) hours notice. The on-duty commander, in absence of the detail staff, will follow the list in making calls to the next available officer. Acceptance of and/or working of three (3) last minute assignments will constitute one (1)



entry on the regular work list.

- O. Only those people actually on the list will be given outside work assignments.

- P. Penalties:

No Show – Failing to report to an assignment either as a replacement or a primary.

First No Show – Three (3) consecutive passes on the work list during this period the individual will not be allowed to work any outside jobs.

Second No Show – If occurring within six (6) months of previous No Show will result in six (6) consecutive passes on the work list during this period the individual will not be allowed to work any outside details.

- Q. All outside details will be paid at a minimum rate of four (4) hours per assignment.

- a. Any part of an hour over four (4) hours will be considered as a full hour for pay purposes.

- R. The individual in charge of the work list or a representative will notify each person immediately upon posting a job assignment if the assignee is on vacation.

- S. All individuals on the work list will notify the head of the work list if they WILL NOT be available during their vacation for outside work.

- T. A member of the union shall assist the Chief or his designees on the paid detail list.

- U. The parties agree that the outside detail rate shall be time and one half, step 11 in the new wage scale.





**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

**SECTION 1: SCHEDULED WORK SHIFTS, WORKWEEK, ETC.:**

Work schedules shall be posted on department bulletin boards two (2) weeks prior to commencement of a workweek.

A. The work shifts (tours of duty) and hours of work of the Uniformed Division days and nights are as follows:

Day Shift: (Shift 1) -

7:45 a.m. to 4:00 p.m.

Early Night Shift: (Shift 2) -

3:45 p.m. to Midnight

Late Night Shift: (Shift 3) -

11:45 p.m. to 8:00 a.m.

B. In addition to the above major tours of duty, there are the following other shifts or tours of duty, applicable to certain assignments as follows:

**Detective Bureau:**

Day Shift - 7:45 a.m. to 4:00 p.m.

- 8:45 a.m. to 5:00 p.m.

Night Shift: - 4:45 p.m. to 1:00 a.m.

3:45 p.m. to 12:00 p.m.

**Traffic Bureau:**

Day Shift: - 7:45 a.m. to 4:00 p.m.

- 8:45 a.m. to 5:00 p.m.

Night Shift: - 3:45 p.m. to 12:00 p.m.

- 4:45 p.m. to 1:00 a.m.

At the Chief's discretion, a 6:45 p.m. to 3:00 a.m. shift may be added. The vacancy will be filled in accordance with Article 3, section E. Furthermore, with notice to the Union and at the Chief's discretion the start and finish time for the above shift may be altered by two hours. The notice to the



Union shall be accompanied by the agreement of the affected employee.

- C. The parties agree the additional fifteen minutes added to each shift during the collective bargaining agreement dated July 1, 2014 to June 30, 2017 shall be paid at straight time. Officers are required to be fully prepared to perform their employment duties and be at their station duty at the commencement of their assigned shift. Normally the first fifteen minutes of the assigned shift shall cover roll call, training, alerts, and other necessary incidents to preparedness relating to performing the duties of the position in which the individual is employed, or any other matters covered by the terms of this collective bargaining agreement. The chief or his designee shall determine the scope and nature and how this time is to be utilized in the best interest of the department and the City of Chicopee.

The parties agree and acknowledge that the City of Chicopee has adopted FLSA 28-day work cycle.

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

1. Not more than four (4) full-time police officers,
2. Police officers attending recruit or in-service training, and
3. Officers assigned to outside agencies.

Such employees so assigned shall be entitled to and shall receive, in addition to two (2) consecutive



regular days off weekly, each shall receive under the Five (5) day workweek above-mentioned, seventeen and one-third ( $17 - \frac{1}{3}$ ) additional regular days off annually, so that each such employee so assigned shall receive the same number of regular days-off annually as will employees working the regular four-and-two work schedule described in sub-paragraph (C) of this section.

These seventeen and one-third ( $17 - \frac{1}{3}$ ) additional days off shall be taken one (1) day each three (3) weeks, or in accordance with a schedule that shall be determined by the Chief of Police and the bargaining unit; provided however, employees attending the initial Police Academy shall not receive or accumulate such days off.

4. At the Chief's discretion, a 6:45 p.m. to 3:00 a.m. shift may be added. The vacancy will be filled in accordance with Article 3, Section E.

- E. The City agrees that all work shifts, workweek and day off schedules specified in or referred to by this Article shall remain in force and effect during the term of their Agreement and during the period of negotiations for a new Agreement if a new Agreement has not been executed prior to the termination date of this Agreement, unless changed by mutual agreement of the parties.

## SECTION 2: OVERTIME SERVICE:

All assigned, authorized or approved service outside or out-of-turn of an employee's regularly scheduled tour of duty (other than paying police details), including service on an employee's scheduled day off, or during his vacation, and service performed



prior to the scheduled starting time for his regular tour of duty, and service performed subsequent to the scheduled time for conclusion of his regular tour of duty or work shift, and including court time, shall be deemed overtime service and paid for as such.

A. Overtime Service shall not include:

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

B. If an employee who has left his last place of employment or last duty assignment, after having completed work on his/her regular work shift or tour of duty or his/her assigned such shift or tour is recalled to Police Headquarters or to any other place, or if an employee is so recalled on a scheduled day off or during his/her vacation, he/she shall be paid on an overtime service basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay therefore. It is understood that the four (4) hour guarantee does not apply when an employee is called in early to work prior to the normal starting time of his/her scheduled tour of duty and works continuously from the time





he/she reports into his/her normal scheduled tour of duty, in which event such employee shall receive overtime pay only for the actual time worked prior to commencement of such tour.

1. Patrolmen who fail to satisfactorily complete reports or other shift requirements, who are then called back for the purpose of satisfactorily completing his or her duties or assignments, shall not be entitled to call back pay or daily overtime as identified in this agreement. Nothing in this section is intended to limit the patrolman's right to compensation under state or federal law or other consequences for failing to perform to expected work standards.

- C. The scheduled work shifts or tours of duty and day off or work schedules of individual employees or groups of employees will not be altered or changed if a purpose is to avoid the payment of overtime.

### SECTION 3: SCHEDULING OF OVERTIME:

In emergencies or as the needs of the service require, employees may be required to perform overtime work. All employees shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be posted and distributed to all employees on an equitable and fair basis. Employees other than those required to work beyond their normal work shift or tour of duty due to the emergencies of their workday (such as a late ambulance run, an incident, an investigation, etc.) shall have the option of declining offered overtime; but, in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event of emergency situations where time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the City may be required to work on an



assigned basis. All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. There will be kept a record of all acceptances and denials of overtime. Such record shall be made available upon request to representatives of Local 401, I.B.P.O.

**SECTION 4: OVERTIME COMPENSATION, METHOD OF:**

An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his/her regular weekly compensation, time and one-half his/her straight-time hourly rate of pay for each hour or fraction thereof of overtime service. The straight-time hourly rate shall be computed as one thirty-eighth and one-half ( $1/38$  and  $1/2$ ) of an employee's regular weekly compensation.

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



**SECTION 5: OVERTIME OPPORTUNITIES:**

Overtime service opportunities shall be offered to employees on a first refusal basis; only in the event insufficient employees are available for or desirous of working on an overtime service basis shall such work opportunities be offered or afforded provisional, reserve or other police officers or persons.

**ARTICLE 8**  
**SICK LEAVE PROGRAM**

- A. Sick leave shall be defined as absence from work by reason of illness which incapacitates the unit member from doing the usual duties of his/her job. On the effective date of this contract, each active unit member will be credited with a Sick Leave Account and an annual accumulation rate as follows:

Annual Rate is earned on the basis of one and one-fourth (1¼) full day for each full month worked during each contract year, and may not exceed fifteen (15) days per year.

- B. The parties agree that sick leave is to be used for illness only. Sick days are, for example, not to be used to extend weekends, vacations, holiday periods, or other off-duty periods. While the City maintains the right to investigate unwarranted or flagrant abuses of sick leave, it agrees that no employee will be checked for the first five (5) work days of illness during the calendar year (i.e., January 1<sup>st</sup> through December 31<sup>st</sup>). This provision will not apply where the Chief has reasonable cause to believe sick leave is being used improperly.

- C. Upon normal retirement, separation (except for cause) or death while a police officer, the employee, or his/her estate upon his/her death, will be paid for accumulated, unused sick leave credited to their account in



accordance with the following formula:

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

Provided, however, that in no case will a member with less than ten (10) years of service receive payment and provided further that a member with more than ten (10) year will in no case receive more than fifteen thousand dollars (\$15,000.00) in such payments.

- D. Not more than a total of three (3) paid sick days may be used by an employee for reasons defined under the federal law, the Family and Medical Leave Act and its regulations and interpretations; or, for reasons defined under the Massachusetts Small Necessities Leave Act, its regulations and interpretations. For the purpose of this section, "family member" will be defined in accordance with the appropriate statutes, regulations or interpretations. "Family members" not covered under the FMLA and SNLA can be extended to include those persons defined in accordance with the Bereavement Leave section of this Agreement. The Parties agree that the City will provide paid-time in those instances where the employee takes leave under the SNLA, related to sick visit appointments, extended care issues, and specifically articulated education appointments such as parent teacher conferences and visiting perspective educational institutions. Any other leave authorized by law pursuant to the SNLA shall not be paid by the City.

- E. Employees hired on or after January 1, 2015 and current officers who wish to participate in this plan, shall earn sick leave at the rate of one (1) full day each month.

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





following purpose:

If an officer does not use any sick leave during the six month periods, The officer may opt to return three (3) sick days to the City for one Hundred percent (100%) of the employee's daily rate.

If an officer uses one day or less of sick leave during the six (6) month Periods, the officer may opt to return two (2) days to the City for eighty Percent (80%) of the employee's daily rate.

If the officer uses any portion of sick leave greater than one (1) day but not to exceed two (2) days, the officer may opt to return one (1) day to the City for sixty percent (60%) of the employee's daily rate.

Current employees must opt into this Sick Leave Program on or before July 1, 2015 otherwise, those current employees who do not opt into this Sick Leave Program shall not be allowed to participate in this program For the rest of their employment tenure with the City of Chicopee Police Department. If a current employee elects into this Sick Leave Program, such employee may elect to opt out of this Sick Leave Program. If the employee opts out of this Sick Leave Program, the employee shall be prohibited from opting back into the program for the rest of his employment tenure with the Chicopee Police Department.

## **ARTICLE 9**

### **COURT TIME**

- A. Any employee who appears as a witness in conjunction with their duties as a Chicopee Police Officer other than on their regular tour of duty, days off, or vacation will be paid at a time and one-half rate, with a minimum of two (2) hours pay at such time and one-half. Witness appearances must be pre-approved by the Chicopee Police Department.



- B. Any employee who appears as a witness in conjunction with their duties as a Chicopee Police Officer while on a day off, vacation, or furlough, shall be granted four (4) hours pay at the rate of time and one-half their regular rate of pay for each such appearance. All witness appearances must be pre-approved by the Chicopee Police Dept.

## ARTICLE 10

### PAID HOLIDAYS AND PERSONAL DAYS

- A. All members of the bargaining unit shall be given eleven (11) paid holidays and two half (½) day paid holidays:

½ Day – New Years Eve	Independence Day
New Years Day	Labor Day
Martin Luther King's Birthday	Second Monday in October
Third Monday in February	Veteran's Day
Third Monday in April	Thanksgiving Day
Last Monday in May	½ Day – Christmas Eve
	Christmas Day

In the event the State Legislature amends General Laws, Chapter 4, Section 7, Eighteenth, so as to establish another legal holiday, such holiday shall be considered a paid holiday.

- B. Each employee in the bargaining unit will be granted personal days with no loss of pay each year as follows:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Accumulative Limit</u>
0 up to 8	2	6 total
8 and over	3	6 total

Said personal day shall be granted provided the employee gives his/her Superior Officer three (3) days written notice, except that in the event of an emergency the Superior Officer may grant said leave without said notice. In the event two or more employees request a particular day, the



first employee requesting said date shall receive the day. Personal days shall accumulate from fiscal year to fiscal year. Nothing shall prevent more than one (1) employee from receiving a personal day on the same day and shift. Personal days may not be chosen more than thirty (30) days in advance of the date desired.

- C. For the purposes of this Agreement, holiday pay shall be computed on the basis of thirty-eight and one-half (38½) hours, or the base weekly rate of a police officer shall be divided by thirty-eight and one-half (38½) and multiplied by eight (8.25).

#### **ARTICLE 11**

##### **UNION BUSINESS LEAVE**

- A. The President, Vice President, Treasurer, and two (2) designated stewards of the Local 440 & 401 I.B.P.O. shall be granted up to 63.75 hours Union Business Compensatory Time (per officer) each calendar year to attend official functions of the Local or International including the processing and investigation or grievances, arbitrations, Civil Service hearings, contractual negotiations and preparation meetings, disciplinary hearings/meetings, meetings of the Massachusetts Police Association, conferences and seminars related to the bargaining unit, and all other meetings between the City and Union. The Union President will notify the Police Chief, in writing, at least three (3) days prior to the scheduled Union activity and will specify the dates, times and Union personnel who will be attending.
- B. The granting of time earned under this article shall not include social events of the Union such as Christmas Party, summer picnics, social gatherings, planned or unplanned, and the like.
- C. In the event that Union business is scheduled when the Union officer is on duty, he/she shall be released from duty, with no loss of pay or benefits, with the



permission of the Commanding Officer, such permission shall not unreasonably be withheld.

- D. In the event that Union business is scheduled when the Union officer is not on duty, he/she shall be granted compensatory time off to be added to a Union Business compensatory time bank. The bank shall be maintained separate from each member's departmental compensatory time bank. Each officer shall receive a minimum of three (3) hours of compensatory time to be added to the bank for each occurrence and up to the actual time exceeding three (3) hours rounded to the next one-half hour increment. Time earned will be straight time. The time earned shall include preparation time that shall be submitted to the Chief of the Police Department and the Chief's approval after consultation with the individual. In times where Union business begins less than three (3) hours prior to the start of an officer's work period, the three (3) hour minimum will not apply. However, the officer shall receive time earned from the start of the business until the start of the officer's work period.
- E. Compensatory time off shall be granted from the Union business time bank in either full or partial days. Time off will be granted when the officer's leave (as determined at the time of request) will not create an absence requiring replacement on an overtime basis.
- F. Union business time will not be subject to a retirement or separation buy-out. Union business time shall be earned from January 1<sup>st</sup> to December 31<sup>st</sup> of each year and must be used by April 1<sup>st</sup> of the next immediate succeeding year or such accrued Union business time from the preceding calendar year shall be forfeited.
- G. It is expressly understood by the parties to this Agreement that members of the bargaining unit, although earning compensatory time to the extent and manner above, are not for any reason, considered to be on-duty for any purpose whatsoever and shall not earn or be insured with any other benefit under this





Collective Bargaining Agreement or under any state law, federal law or municipal law.

## **ARTICLE 12**

### **STATUTORY LEAVES**

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

## **ARTICLE 13**

### **DISCIPLINARY ACTION**

No employee shall be removed, dismissed, discharged, suspended, or disciplined except for just cause as provided by law.

If a Superior Officer has reason to orally reprimand an employee, it should be done in a manner that will not unduly embarrass the employee before the public or fellow employees.

Any employee who is requested to submit a special report which may tend to incriminate them in a criminal proceeding shall have the right to consult an attorney and/or union representatives before submitting such report.

All interdepartmental charges (i.e., non-criminal) against an employee shall be initiated no later than sixty (60) days following the alleged offense or from the date upon which the employer became aware of said offense.



**ARTICLE 14**  
**MEDICAL INSURANCE**

Health Insurance Benefits will revert to the same plan the police supervisors union currently enjoys, including the same premiums, contributions, etc.

**ARTICLE 15**  
**NON-DISCRIMINATION**

The Employer shall not discharge or discriminate against any person with respect to promotion, assignment, or any other matter because of race, creed, color, sex, gender identity, sexual orientation, national origin, veteran/military status, disability, age, union membership, or activities, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Neither the Employer, its agents nor any supervisory personnel shall discriminate against or discharge any employee because the employee has filed or processed any grievance under this Agreement or instituted any proceeding under any State and Federal Statute relating to wages, laws, or conditions of employment.

**ARTICLE 16**  
**VACATIONS**

A. The vacation allowance shall be in compliance with the provisions of Chapter 41, Sections 111A, as amended, and 111D, and Chapter 147, Sections 16C and 17 of the Massachusetts General Laws. The vacation allowances will be on the basis that each employee will obtain seven (7) days vacation for each week that he/she is entitled to according to his/her length of service.

1. Prior to January 1<sup>st</sup> of each calendar year, the Commanding Officer shall contact every member under their command in the order of their seniority and allow them to pick up to two (2) weeks of



vacation during the calendar year and grant them their choice if available. (It is not the intention of this language to increase vacation entitlement beyond the limits set forth in Paragraph A above.)

2. After all employees have been contacted in accordance with Paragraph 1, the Commanding Officer shall again contact all employees under their command, in the order of their seniority, and allow them to pick a second vacation period consisting of up to two (2) weeks, to be taken during any available time between January 1<sup>st</sup> and December 31<sup>st</sup> of the following year. (It is not the intention of this language to increase vacation entitlement beyond the limits set forth in Paragraph A above.)
3. Thereafter, the Commanding Officer will contact employees who have remaining vacation leave, and allow them to designate their choice of available vacation time.
4. If, in the opinion of the Chief, there is excessive "bunching" of vacation requests, the Chief may discuss it with the Union to resolve the issue.

In any event, the City agrees that a minimum of one (1) employee per group, per shift, plus one (1) additional employee for each week, will be allowed to go on vacation throughout the calendar year. This provision will not apply to bureaus, if this method leaves that unit with insufficient manpower, as determined by the Chief. Floating vacation days may be selected, provided the request does not allow more than six (6) officers to be scheduled off on any given shift, for any reason.

- B. Any police officer who is transferred to another shift or bureau shall be allowed to retain the vacation weeks previously picked for the calendar year.
- C. It is agreed that in the event a member of the Union becomes ill before his/her vacation and continues on an extended sick leave through the time



when he/she would have normally taken his/her vacation, he will not lose his/her vacation leave and will be allowed to use said time during any available week. It is specifically agreed that in the event an officer is allowed to reschedule his/her vacation, he/she will not be allowed to bump another officer who has already selected a particular vacation week. It is agreed that this section shall not apply if there is not enough time left in the calendar year to use the officer's allotted vacation allowance as vacation time cannot be carried over into the next calendar year. In that event, the officer will be carried on vacation time.

### **VACATION CHART**

Employees hired before 30 June 2000:

1 – 5 Years	16 Days
5+ Years	24 Days
10+ Years	32 Days

Employees hired after 01 July 2000

1 – 5 Years	14 Days
5+ Years	24 Days
10+ Years	32 Days

### **ARTICLE 17**

### **HEALTH AND SAFETY**

A Safety Committee of three (3) members of the Union will meet with the Chief of Police not more than once per month to discuss and make recommendations for improvements of general health and safety of the employees. The City shall provide efficient and safe equipment and material to protect the health and safety of the employees.





**ARTICLE 18**  
**GRIEVANCE 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: Written submission of grievances shall be on forms to be agreed upon with the City, and shall be signed by the employee and Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 3: 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: (Grievance deadlines may be extended by mutual agreement in writing)

Step 1: An aggrieved employees shall present his/her grievance orally to the employee's supervisor who shall attempt to adjust the grievance informally. Any employee may be accompanied by an employee Union representative. The grievance must be presented within thirty (30) working days of the occurrence or knowledge of the occurrence by the employee or the Union of the event giving rise to the



grievance. Supervisors to respond within five (5) days.

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

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

Step 4: If the grievance is not resolved at the Step 3 level within fifteen (15) calendar days from date of presentation at the Step 3 level, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) calendar days after the expiration of the fifteen (15) calendar days referred to herein. Written notice of said submission must be given to the Mayor. Prior to going to formal arbitration the parties may seek grievance mediation through the Department of Labor Relations.

Section 4: 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. At all levels, the Respondent shall have to five (5) days to respond.



Section 5: Any grievance not filed or processed within any of the time limits prescribed at Steps 1 through 3, 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 be set forth his/her findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or ordinance. It is clearly understood that the arbitrator may not contradict or modify the terms of this Agreement or render a decision which is in conflict with the express provisions of this Agreement or any ordinance of law, or any rules or regulations of the Civil Service Commission. The arbitrator's jurisdiction is expressly limited to the express terms of this Agreement which are applicable to the particular issue at hand, and to the rendition of an award which in no way adds to, subtracts from, changes or amends or conflicts with any term, provision or condition of this Agreement.

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 suspension or discharge of an employee whose office or position is classified under Civil Service Law and Rules shall not be a subject of grievance or arbitration hereunder nor shall any matter which is subject to the jurisdiction of the Civil Service Commission. 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. The intent of this section is to eliminate dual litigation of the same matter in two separate forums.

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 (Police Chief level or Mayor's level) 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 grievance procedure within Twenty (20) days of the alleged violation. The Employer must initiate an alleged violation of this Agreement at Step 3 with twenty (20) days of the alleged violation or twenty (20) days when the Employer first gained knowledge of the matter to be grieved.





**ARTICLE 19**  
**MANAGEMENT RIGHTS**

Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Contract, the City has and will continue to retain, whether exercised or not, all of the rights, power and authority heretofore had by it. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working force, including, but not limited to the following:

1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City,
2. To establish or continue policies, practices and procedures for the conduct of the City business and, from time to time, to change or abolish such policies, practices or procedures,
3. To discontinue processes or operations or to discontinue their performance by employees,
4. To select and to determine the number and types of employees required to perform the City's operations,
5. To employ, transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the City and the Department,
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employee affected by them,
7. To insure that related duties connected with departmental operation, whether enumerated in job description or not, shall be performed by employees, and
8. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes of



intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the City, it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Mayor and by virtue of statutory and Charter provisions are not subject to review or determination on any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this contract.

## **ARTICLE 20**

### **EDUCATION INCENTIVE PROGRAM**

Quinn Bill (hereinafter Chicopee Educational Incentive). The benefits of the Quinn Bill under M.G.L. c. 41 § 108L will continue under the following guidelines:

- A. The benefit (as defined by 4/20/05) will only be for members of IBPO Local 401 who are members of Chicopee Police Department on or before June 30, 2010.
- B. If a member is enrolled in an eligible program on or before January 1, 2012 and is actively working towards a degree, they shall receive the increase based upon previous Quinn Bill percentages only for that degree. Future degrees will be based on the new incentive program. "Actively working" towards a degree is defined by the requirements of the educational institution being attended. In all cases, members must be continuously attending school with no breaks.

The new incentive program will provide the following stipends:

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



**ARTICLE 21**  
**LONGEVITY PAY**

As of July 1, 2014 Longevity shall be rolled into the base rate pay and no longer exist as a separate Article.

**ARTICLE 22**  
**UNIFORMS AND EQUIPMENT**

- A. The Chief of Police, or his/her designee, shall supply to members of the bargaining unit, exclusive of their uniform referred to below the following items:

1	-	Pair of Handcuffs
1	-	Revolver
1	-	Holster
1	-	Flashlight
1	-	Traffic Belt
2	-	Badges

- B. Each member of the bargaining unit will be given a uniform allowance in the amount of seven hundred fifty dollars (\$750.00) per year, payable on or about August 1<sup>st</sup> of each year for the purchase, replacement and cleaning of uniforms (on active duty). Uniform allowance will be paid in a separate check from regular pay.
- C. Each newly appointed member of the bargaining unit will be given a uniform allowance in the amount specified in Paragraph B.
- D. It is acknowledged that the Department has the authority to prescribe articles of uniform necessary for each police officer. It is agreed that as a uniformed service, the unit should present a consistent appearance of neatness and similarity. Any police officer not observing this principle is subject to appropriate discipline.



- E. If members of the bargaining unit suffer damage to personal property in the performance of their duties, the Department shall reimburse such members for the reasonable cost of replacement of such items used in the ordinary course of duty and subject to the officers' full cooperation with the court process.
- F. Members of the bargaining unit shall be given one Hundred fifty dollars (\$150.00) prior to attending their initial police academy training to purchase uniforms and equipment required to complete such training. The amount payable pursuant to this paragraph shall be in addition to any other entitlement pursuant to this Article.
- G. It is agreed that as long as Chapter 180 of the Acts of 1998 (an act relative to Gun Control in the Commonwealth of Massachusetts) remains as written without amendments as per licensing fees collected, the City agrees to waive the City's portion of said fee for pistol permit applications for police officers who reside within the City. It is further agreed that any changes in the law regarding fees collected for pistol permits shall deem this section null and void. This waiver shall only apply to pistol permits (not F.I.D. cards).
- H. It is agreed that any new uniform requirement that is not covered in the current uniform regulations shall not be required of any police officer if it is in excess of fifty dollars (\$50.00).

### **ARTICLE 23**

#### **PROTECTION OF WORK OPPORTUNITIES**

The Employer agrees not to employ any person or persons to perform the duties of police officer as presently performed by police officers in accordance with provisions of Massachusetts General Laws, Chapter 31.





No provision of this contract shall be construed to deny the right of the City to hire civilians to direct traffic for the safety of school children, to hire parking meter supervisors, or to provide any municipal department with protection or security services.

**ARTICLE 24**  
**MISCELLANEOUS**

- A. All job benefits not covered by the contract and heretofore enjoyed by the employees will continue under the conditions upon which they have previously been granted. This Agreement shall not be construed to deprive employees of any benefits or protections granted by the laws of the Commonwealth of Massachusetts.
- B. The City agrees that upon the printing of a sufficient number of Revised City Ordinances, an officer shall receive one copy so long as it is required in writing from the Commanding Officer who shall forward the request to the City Clerk.
- C. The City agrees to transport police officers assigned to walking beats to and from place of assignment if it is more than one-half (½) mile from the station.
- D. The parties to this Agreement agree that police officers ordinarily will not be required to do school traffic duty at crossings except in the case of an emergency where a replacement is necessary.
- E. When members of the bargaining unit are required to be out of the City of Chicopee for four (4) hours or more, they shall be paid ten dollars (\$10.00) as a meal allowance. This provision shall not apply to appearances at court.



- F. When a member of the bargaining unit is required to report for jury duty, that person shall, if scheduled to work on the day of such jury duty, be granted leave without loss of compensation for that day.
- G. Local 401, I.B.P.O., acknowledges the right of the City of Chicopee to employ auxiliary police officers at polling places.
- H. Local 401, I.B.P.O., acknowledges the right of the City of Chicopee to employ parking enforcement personnel in the downtown section of the City of Chicopee from Monday to Friday between the hours of 8:00 a.m. to 6:00 p.m., so long as there are any vacancies of police officers.
- I. During the term of this agreement, the parties, upon notice from the City of Chicopee, agree to enter into negotiations regarding the City's health insurance program.
- J. During the term of this agreement, the parties agree that after ninety (90) days notice to the union by the City of Chicopee, the City of Chicopee may implement a program of civilian dispatch where the current system of police dispatchers would be substituted by civilian dispatchers. The parties agree that the forementioned ninety (90) day period would be available for negotiations over the impact of the implementation of a civilian dispatch system in the City of Chicopee. Negotiations would commence within seven (7) day request by the Union to negotiate over the impact of the implementation of the civilian dispatch system.
- K. The parties agree that the City of Chicopee at its sole action and discretion without any further negotiations may implement a mandatory direct deposit system for all employees covered by this agreement.
- L. The Union agrees that current defibrillator training shall be included in C.P.R. training without additional compensation.
- M. On or about December 1, 2004, the City will change from weekly paychecks to bi-weekly paychecks.



- N. During January 2005, the City will initiate the process of direct deposit to the bank or financial institution of the employee's choice.

## **ARTICLE 25**

### **WAGES**

Weekly Wages to commence upon ratification by both parties (i.e., no retroactive increase). (Note: Longevity and 15 minute roll call added in January of 2015).  
2%

<b>STEP</b>	<b>Eff. February 10, 2018</b>	<b>Officer</b>
<b>1</b>	<b>Academy</b>	<b>758.39</b>
<b>2</b>	<b>Graduate to 18 months</b>	<b>796.32</b>
<b>3</b>	<b>19 to 48 months</b>	<b>825.12</b>
<b>4</b>	<b>49 to 78 months</b>	<b>875.96</b>
<b>5</b>	<b>79 to 96 months</b>	<b>919.74</b>
<b>6</b>	<b>97 to 114 months</b>	<b>965.74</b>
<b>7</b>	<b>115 to 132 months</b>	<b>1,014.02</b>
<b>8</b>	<b>133 to 156 months</b>	<b>1,064.74</b>
<b>9</b>	<b>157 to 204 months</b>	<b>1,086.40</b>
<b>10</b>	<b>205 to 252 months</b>	<b>1,114.39</b>
<b>11</b>	<b>253 to 300 months</b>	<b>1,141.40</b>
<b>12</b>	<b>301 plus months</b>	<b>1,169.94</b>

<b>STEP</b>	<b>July 1, 2018</b>	<b>Officer</b>
<b>1</b>	<b>Academy</b>	<b>773.56</b>
<b>2</b>	<b>Graduate 12 months</b>	<b>812.25</b>
<b>3</b>	<b>13 to 24 months</b>	<b>841.62</b>
<b>4</b>	<b>25 to 36 months</b>	<b>893.48</b>
<b>5</b>	<b>37 to 48 months</b>	<b>938.13</b>
<b>6</b>	<b>49 to 114 months</b>	<b>985.05</b>
<b>7</b>	<b>115 to 132 months</b>	<b>1,034.30</b>
<b>8</b>	<b>133 to 156 months</b>	<b>1,086.03</b>
<b>9</b>	<b>157 to 204 months</b>	<b>1,108.13</b>
<b>10</b>	<b>205 to 252 months</b>	<b>1,136.68</b>
<b>11</b>	<b>253 to 300 months</b>	<b>1,164.23</b>
<b>12</b>	<b>301 plus months</b>	<b>1,193.34</b>



STEP	July 1, 2019	Officer
1	Academy	789.03
2	Graduate 12 months	828.50
3	13 to 24 months	858.45
4	25 to 36 months	911.35
5	37 to 48 months	956.89
6	49 to 114 months	1,004.75
7	115 to 132 months	1,054.99
8	133 to 156 months	1,107.75
9	157 to 204 months	1,130.29
10	205 to 252 months	1,159.41
11	253 to 300 months	1,187.51
12	301 plus months	1,217.21

Outside Detail Rate – Upon notice to contractors (Approximately January 1, 2015)

The Outside Detail Rate shall be time and one half or Step 11 in the new wage scale.

2/10/18 @29.6468 = 44.4702

7/1/18 (FY19) @30.2397 = 45.3596

7/1/19 (FY20) @30.8444 = 46.2666

B. The following additional annual differential will be paid in one lump sum as part of the final pay check in each fiscal year:

Firing Range Officer and Dispatchers

1 <sup>st</sup> Year	-	\$150.00 Annually
2 <sup>nd</sup> Year	-	\$175.00 Annually
3 <sup>rd</sup> Year	-	\$200.00 Annually

It is understood and agreed that the number of dispatchers affected is limited to a total of nine (9) police officers – one man per group – three (3) groups per shift with three (3) shifts.

C. Effective the first pay period after Aldermanic approval, a weekly bonus will be paid to employees who are permanently assigned to the 2<sup>nd</sup> and 3<sup>rd</sup>





shifts. This bonus will not be utilized in overtime calculations, nor shall any employees who occasionally work these shifts (via swaps, etc.) be eligible for bonus or any pro-rated amount of it. The weekly bonus shall be nine dollars and thirty-eight cents (\$9.38) per week for the 2<sup>nd</sup> shift, and eighteen dollars and seventy-five cents (\$18.75) per week for the 3<sup>rd</sup> shift.

- D. For officers hired after the ratification of this Agreement, years of service as a full time police officer in Massachusetts will be credited only for initial step placement. Future step increases are based only on employment as a police officer for the City of Chicopee.
- E. Wage shall be paid on a bi-weekly basis in the form of direct deposit to the bank or financial institution of the employee's choice.

## **ARTICLE 26**

### **SUBSTANCE ABUSE**

#### **Substance Abuse Proposal**

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.

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



The Mayor, Department Head, or designee in the Department' Head's absence shall provide a suspected employee and the Union, if applicable, with a written report evidencing their reasonable suspicion within a reasonable time in advance of the proposed test.

The employee may initiate a review of the directive to submit a test sample. The directive shall be reviewed by a committee of four (4), comprised of two (2) full time Union officials, member of the City Law Department, and an individual with training in drug/alcohol agreed upon by both the Union and Management.

The Committee will review evidence brought against the suspected employee, and only after a majority of members of the Committee vote to uphold the evidence shall testing be required. Three (3) or more members shall constitute a quorum.

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

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of Management and Union officials with a compelling need for this information.

The following information shall be provided to the employee:

- A. A copy of the testing program procedures,
- B. A description of the sample gathering protocol,
- C. A list of the tests to be used,
- D. The name and location of the laboratories to be used, and



E. The test results in writing with an explanation of what the results mean.

The basis for the directive to submit a test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance abuse. Objective facts that shall be used in evaluating an employee's condition are the following:

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

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

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

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

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents.
3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.



4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If the 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.

Alcohol testing shall be performed without Committee review based upon reasonable suspicion as hereinbefore provided.

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

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol and drug testing shall be final and binding and not subject to the grievance and arbitration procedure. The test sample taken from the employee shall be secured by the City Physician, the Nurse Practitioner or a Testing Laboratory designated and by the City and the Union. Failure to provide the test sample as directed will result in disciplinary action.

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

Rehabilitation programs shall be mandatory to employees with confirmed positive results or to any employee admitting to drug usage. Employees who successfully complete a rehabilitation program shall be guaranteed no





disciplinary action and the right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

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

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 such reasonable periods will be allowed. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

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

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

The City will not implement a testing program until an Employee Assistance Program is in place. Employees' rights under this program are subject to applicable Federal and State Law.



**ARTICLE 27**  
**INJURED LEAVE AND RETURN TO WORK**

Any employee claiming injury leave will provide the following documentation to the Chief:

- A. Documentation for the incident required by the City, causing injury and any witnesses,
- B. Evidence of incapacitation from a physician qualified to make such determination,
- C. Opportunity for the City to medically evaluate the employee, as necessary, and
- D. A medical release limited to the injury but not limited in time.

Injuries and/or illness sustained in the performance of duty shall be handled in accordance with M.G.L. Chapter 41, Section 111F.

If after missing the officer's next five (5) working shifts, an officer out I.O.D. is unable to return to full duty status, then the officer will select one of the City's Independent Medical Examiner Services who will examine the officer to determine his/her fitness to perform light/limited duty.

The determination of the Service Examining Physician shall be binding on all parties. If indicated, such light duty shall be effective immediately, or if it is not indicated, the officer shall continue to be carried on Injured On Duty (I.O.D.) status.

In the event that the officer is assigned to light duty, such light duty shall not interfere with ongoing medical treatment. Officers on light duty will be permitted to receive required medical treatment during assigning duty hours if necessary.

An officer on I.O.D. or light duty status shall not be required to engage in any activity detrimental to his recovery.



Limited duty assignments shall not affect the shift assignments, or shift bid possibilities, or other members. Light duty assignments are not of permanent duration and shall not continue longer than one (1) year provided however, that the restrictions in this sentence shall not apply in the case of an officer who cannot perform the essential functions of his/her position as a consequence of a court or other lawful order. Light duty, if determined by the Chief to be available, may be offered to employees injured off duty, at the sole discretion of the Chief of Police. It is understood that personnel may be assigned other work to make room for those on light duty.

The City agrees that any employee injured on duty who works less than a full week on light/limited duty shall be considered to be on Injured On Duty status for the lost time and shall be paid in accordance with M.G.L., Chapter 41, Section 111F.

It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require an officer to report for light duty and sit idly by if there is no legitimate work available, as determined solely by the Chief of Police.

The Department will not hold employees on light duty accountable for not responding in emergency situations, if they are prevented from doing so by the injury necessitating light duty.

Light/limited duty tasks shall include at least the following:

1. Dispatching
2. Teletype Operations
3. Training (non-physical)/Teaching
4. General Clerical Work
5. Crime Prevention (Citizen's Assistance and Operation ID)
6. Assist in Property and Evidence Room
7. Computer Operations



## **RANDROM DRUG TESTING:**

The parties agree that members of the bargaining unit shall be subject to random drug and alcohol testing. The parties agree to enter into an agreement as to the scope, protocol and sanctions involved in this random drug and alcohol testing within sixty (60) days from the date of ratification. If the parties are unable to come to an agreement within sixty (60) days from the day of ratification, the City of Chicopee at its sole discretion may implement a random drug testing program.

## **ARTICLE 28**

### **DURATION**

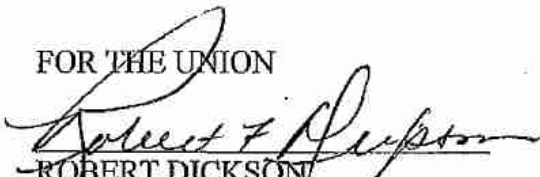
The agreement shall be effective July 1, 2017 and continue in full force and in effect until June 30, 2020.

SIGNED AND SEALED THIS 10<sup>th</sup> DAY OF APRIL 2018

FOR THE CITY OF CHICOPEE

  
RICHARD J. KOS  
MAYOR


FOR THE UNION

  
ROBERT DICKSON  
REPRESENTATIVE FOR I.B.P.O. #401

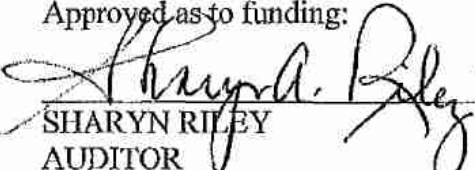
Approved as to form:

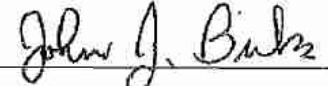
  
MARSHALL T. MORIARTY  
CITY SOLICITOR

  
PRESIDENT, I.B.P.O. #401

  
James Clark  
 #168

Approved as to funding:

 4/18/18  
SHARYN RILEY  
AUDITOR

 #168





## ADDENDUM A

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

### City of Chicopee, Chicopee Police Department, IBPO, and Local 401 and 440

#### RANDOM DRUG AND ALCOHOL TESTING

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## I. INTRODUCTION

- 1.1 The City of Chicopee, Chicopee Police Department, and IBPO, Local 401 and 440 recognize that illegal drug use and abuse/misuse of alcohol by Members of this Department pose a real and immediate threat to the public welfare and to employees of the department. Thus, the Department will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is to detect and prevent Illegal drug use, controlled substance and alcohol misuse and abuse and to assist in the rehabilitation of Members whenever possible. Wherefore, the parties recognize that drug and alcohol testing, including random drug and alcohol testing, as a condition of employment, are reasonable measures to assure that the work place force is free of all illegal drug use and abuse/ misuse of alcohol by Members and to maintain and continue the public confidence in its police department and its personnel. The following procedures provide the department with reasonable measures to ensure drug and alcohol use does not jeopardize the public or the Department's ability to serve its citizens.

## II. EDUCATION

- 2.1 Reserved

## III. EMPLOYEE ASSISTANCE PROGRAM

- 3.1 The City of Chicopee, Chicopee Police Department, IBPO, and Local 401 and 440 participate in an Employee Assistance Program (EAP) which is available twenty-four (24) hours a day, seven (7) days a week. This program is for the benefit of all Members. Voluntary participation, which is participation because a Member believes he or she may benefit by attending meetings at the EAP, is confidential and is optional for the Member.

## IV. CONFIDENTIALITY

- 4.1 The City through the Human Resource Department shall advise all participants in the collection, testing, and reporting process of their responsibility to protect Member privacy and to maintain the confidentiality of all drug and alcohol test results. The Human Resource Department shall maintain all correspondence, notes, reports, testing records and other documents pertaining to substance abuse testing in a locked, secure location, and limit access to those records to those with a need to know.
- 4.2 Except as required by law, all information concerning a Member's drug and alcohol tests shall remain confidential for all purposes other than determining and defending disciplinary action.
- 4.3 With the exception of determining and defending disciplinary action or as required by law, all City personnel shall maintain Member privacy and confidentiality concerning all alcohol and drug test results.
- 4.4 No Department personnel shall have access to information about the identity of Members selected for testing and the designated test date and time.
- 4.5 Notwithstanding the foregoing, upon request by the Member or the Member's union representative with written authorization from the Member, the Human Resource



Department shall provide copies of all laboratory reports, test results, forensic opinions, laboratory work sheets, procedure sheets, and/or laboratory procedures.

V. DEFINITIONS

- 5.1 Controlled Substance - any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Code (21 USC 802(6)), the possession of which is unlawful under Chapter 13 of that title, or any drug included within the definition of "Controlled substance" in Chapter 94C of the Massachusetts General Laws (for example, but not limited to: cocaine, marijuana, valium, morphine, anabolic steroids). The term does not include the use of prescribed drugs, which have been legally obtained and are being used by the individual for whom they were prescribed in accordance with the prescription and for the purpose for which they were prescribed.
- 5.2 Illegally-Used or Improperly Used Drugs - any prescribed drug which is legally obtainable but has not been legally obtained or is not being used as originally prescribed, all designer drugs not listed in the Controlled Substances Act (for example, but not limited to: MDA, fentanyl), and any other over-the-counter or non-drug substances (for example, but not limited to: airplane glue), being used for other than their intended purpose.
- 5.3 Alcohol - colorless, volatile and flammable liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine and liquor. It does not include alcohol used in chemical processing, cleaning or testing.
- 5.4 Department Property - includes buildings, offices, facilities, equipment, vehicles, land, and parking lots owned, loaned, utilized or leased by the Department. It also includes any other site at which business of the Department is transacted whether on or away from Department owned, loaned, or leased property.
- 5.5 Drug Paraphernalia - any item that is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a controlled substance.
- 5.6 Under the Influence of an Unauthorized Controlled Substance, Illegally-used drug and/or Alcohol - The presence of a .04 alcohol content or greater, or a verified positive drug test, at levels specified by the Substance Abuse and Mental Health Services Administration (SAMHSA), for an unauthorized controlled substance or an illegally-used drug.
- 5.7 Medical Review Officer (MRO) - The City's Medical Practitioner, or his properly certified designee, shall serve as the Medical Review Officer under this policy.
- 5.8 Member - Any and all individuals represented by the City of Chicopee, Chicopee Police Department, IBPO, and Local 401 and 440.
- 5.9 The Contractor(s) - A third party contractor(s) that is responsible for administering the department's Alcohol and Drug Testing Program, or any portion thereof. Duties of a contractor may include randomly selecting the Testing groups, collecting specimen at testing sites or other





collection locations designated by the Department, storing specimens, and/or performing testing of specimens.

#### VI. AUTHORIZED USE OF PRESCRIPTION MEDICINE

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

#### VII. PROHIBITED CONDUCT

The following conduct by Members is prohibited:

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





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

#### VIII. REHABILITATION

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

#### IX. Random Drug Testing

- 9.1 Drug tests will consist of determinations of the presence of controlled substances, illegally used drugs and alcohol as defined in Section V. Members of the Chicopee Police Department, IBPO, Local 401 and 440 will be tested for drugs and/or alcohol under the following circumstances:
- (a) Random Testing - In a joint desire to achieve and maintain a work force that is 100% drug and alcohol free and in further recognition that the Department has not yet achieved such goal, the Parties agree that the Department will implement and maintain a random drug and alcohol testing program. This program will include urinalysis and breath alcohol testing.
  - (b) Follow-up Testing - Any Member who has tested positive for alcohol or drugs in violation of this policy will be subject to unannounced follow-up testing for thirty-six months following the date of return to duty.
  - (c) Probation Period Testing - All probationary personnel are subject to drug and alcohol testing during their probation period without prior warning and at random intervals. Members who test positive for drugs or alcohol during their probationary period may be subject to termination.
  - (d) Condition of Permanent Promotion/Appointment - Any officers who are to be considered for a promotion shall be required to submit to an alcohol and drug test. A negative test result shall be a condition to be considered for a permanent promotion. An employee can decline to be tested and, upon employee's exercising such option, the employee shall forego the permanent promotion in issue.
  - (e) Return from Suspension - Members, who have been suspended for a violation of this Policy, will be required to submit to Department administered drug and alcohol testing, and must test negative for drugs and alcohol in accordance with the standards in this Policy, prior to his/her return to the Department. Additionally, prior to returning to work the Member must be cleared to return to duty by the Department's Medical Practitioner.

#### X. POLICY ENFORCEMENT

- 10.1 The following section applies only to those Members of the Department who have not tested positive for drugs or alcohol in violation of this policy at any point in his or her



career and who are participating in the Department's Rehabilitation Program ("the Program") either on a mandatory basis or as a matter of self-referral:

- (a) A Member who has self-referred to the Program but has not violated any provision of the Policy shall not be subject to disciplinary action and his/her participation shall be entirely confidential and not subject to Departments records.
- (b) A Member who has been directed by the Department to participate in the Program and voluntarily enters the Program shall not initially be subject to any disciplinary action.
- (c) A Member who has been directed to enter the Program shall be subjected to the following standards and disciplinary actions:
  - 1.) If a member, who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program he or she shall be suspended for a period of five (5) days for the first offense. Additionally, the Member will be required to participate in the Program for one (1) year from the date of his return from the five (5) day suspension.
  - 2.) If a Member, who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program, he or she shall be suspended for a period of ten (10) days without pay for the second offense. Additionally, the Member will be required to participate in the Program for one-year from the date of his return from the ten (10) day suspension.
  - 3.) If a Member who is participating in the Program and was directed to do so fails to follow the guidelines of his/her rehabilitation program, he or she shall be suspended for a period of twenty (20) days without pay for the third offense. Additionally, the Member will be required to participate in the Program for one- year from the date of his/her return from the twenty (20) day suspension.
  - 4.) If a Member, who is participating in the Program and was directed to do so fails to follow the directives of his/her Rehabilitation Program for a fourth time, the Member shall be terminated.

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

- a) If a Member tests positive for drugs or alcohol for the first time, but has not violated any other provision of this policy, the Members shall be suspended for a period of thirty (30) days except that the thirty (30) day suspension shall be held in abeyance and will be



imposed, if at all in accordance with Section 10 (2) (a) (b) and (c) and the Member shall be subject to 10.2 (d) and 10.2(e).

b) If a Member tests positive for drugs and alcohol for the first time, he or she shall be required to participate in the Department's Rehabilitation Program.

c) If a Member has violated other provisions of this policy in addition to testing positive for drug and alcohol, he or she may be subject to disciplinary action in excess of the thirty (30) day suspension without pay and which may, depending upon the violation or multiple violations include termination.\*

d) If a Member tests positive for drugs or alcohol a second time regardless whether the second time was for the same substance drugs or alcohol, random or reasonable suspicion or failure to comply with the testing protocol which is deemed to be a positive test under this policy, the Member shall be terminated.\*

(e) If a Member, who has tested positive for drugs or alcohol, fails to follow the terms and conditions of his or her rehabilitation agreement the Member may be terminated. \*

(f) If a Member, who has tested positive for drugs or alcohol in violation of this Policy, tests positive for either drugs and alcohol a second time, regardless of whether the second positive test corresponds to the substance that gave rise to the first positive test, the Member shall be terminated.\*

\* subject to appeal rights as granted by Chapter 31.

10.3 If a Member switches or adulterates a urine or breath sample during the testing process or fails to participate, the Member shall be treated as if she or he tested positive.

10.4 If a Member is working and has been selected for testing and the Member fails to comply with the testing and its protocol and the testing requirements, the Member shall be treated as if she or he tested positive.

10.5 Nothing in this Policy will limit the Chief's authority to impose discipline for violation of the Rules and Regulations of the Department not included and covered by this Policy.

## XI. Procedures for Drug and Alcohol Testing

### 11.1.1 Procedures for Random Testing

(a) Random on-duty testing will be conducted throughout the year, although the days of the week and the times of the day when testing is conducted and the number of Members tested in any given week will vary.

(b) The Human Resource Department shall create a list of employees to be tested. The Human Resource Department with notice to the union may change the list of employees to be tested based upon the employees work schedule.



- (c) The Human Resource Department will give the Union thirty (30) days' notice of when the City intends to commence random drug testing.
- (d) The Human Resource Department shall use an established Independent third-party contractor(s) which has clients subject to USDOT regulated testing ("Contractor") to select the employees subject to random testing and administer the testing process. The Human Resource Department shall provide the Contractor a list of employees to be subject to random testing and a schedule indicating when the employees are scheduled to be on duty. The contractor shall independently determine the dates and times of testing. The Contractor shall design the testing program such that the number of drug and alcohol tests each year is at least equal to a total number not greater than thirty-six (36) employees eligible to be random tested from July 1 to June 30 of each year or three (3) per month. The Contractor shall generate a list ("list") of employees to be tested, using a scientifically valid, tamper-resistant, and computer-generated random number selection method. This list will be in effect for a seven (7) day period from Monday through Sunday. During the week for which it is generated, the Contractor shall not provide the Department with a copy of the list; but a copy at the end of the seven (7) day test period shall be available to both the Human Resource Department and the Union.
- (e) The following process shall be repeated on each day in which the Human Resource Department conducts random testing:  
  
The Contractor shall advise the Director of Human Resources of the employees selected for testing. Subject to the operating needs of the Department, all of the employees shall be tested. If an employee is not on duty on a particular day, the employee will remain on the list for the duration of the seven (7) day period that the list is effective, and may be tested the next time the employee is on duty. The Director of Human Resources shall contact the employee subject to Random Testing who shall be transported to the testing site by the Officer in charge or the Officer in charge of Internal Affairs.
- (f) The Director of Human Resources shall maintain as confidential as is reasonable and only notifying those members in the Department that have a need to know.
- (g) Officer in charge of Internal Affairs or Officer in charge will transport the employee or employees to and from the test site.
- (h) The testing shall be limited to three officers per month for drugs or alcohol, if the City fails to have three officers tested in a month, there shall not be any catch-up provision in the following month(s).

#### 11.2 Collection, Testing and Storage of Specimen

- (a) When conducting testing for prohibited drugs, the testing facility will use urine screening. When conducting testing for alcohol, the testing facility will use breath





alcohol testing. A blood sample may be used only in cases when the breathalyzer is challenged by an officer (a suitable specimen must be provided within 30 minutes) and at his/her own expense. The designated collector shall take reasonable measures to provide the Member with privacy while maintaining the integrity of the testing.

- (b) The designated collector shall divide the urine sample into two (2) containers, one for testing and the other for potential re-testing. The Member will place a signed and dated seal over the cap of the specimen containers, place the sealed containers in an envelope, seal the envelope and then sign across the seal. In the event the Member cannot produce sufficient urine for a split sample (a total of 45 milliliters, 30 for the tested sample, 15 for the untested sample) the specimen collector shall document the inability or produce a sufficient sample. An attempt should be made to have the Member produce a sufficient specimen in accordance with procedures defined by the Contractor. A Member who has not produced a sufficient specimen after three hours shall be referred to the Department's Medical Practitioner for evaluation in accordance with Section 115.
- (c) The designated collector shall retain the samples to ensure chain of custody from the collection site to the location where the Contractor will conduct the actual test.
- (d) In Random Drug Testing, the Contractor shall test the sample for the presence of these five drugs, bases of drugs, or their metabolites: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. In the course of testing for Reasonable Suspicion of Drug and/or Alcohol Use, other drugs or their metabolites may be tested for if their particular use is suspected. The Contractor shall conduct an initial test on the urine sample, as well as a confirmatory test on each urine sample that yields a positive result.
- (e) The Department will direct the Contractor to store all confirmatory positive urine samples in an appropriate, properly secured location.
- (f) Breath Alcohol tests will be conducted by a properly qualified test operator using an Evidential Breath Testing device (EBT). A positive test will be followed by a second confirmatory EBT test. The Department will direct the Contractor to store breath alcohol results at a level of .04 or greater, in an appropriate, properly secured location.

### 11.3 Testing of Divided Sample

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



and results in a negative finding, the City of Chicopee shall reimburse the officer for the cost of the re-test.

#### 11.4 Diluted Sample or Inability to provide a Sample

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

#### 11.5 Procedure upon a Positive Test Result

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

### XII. UNION REPRESENTATION

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



## APPENDIX A

### **City of Chicopee, Chicopee Police Department, IBPO, and Local 401 and 440 Random Drug and Alcohol Testing Agreement**

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

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

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

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

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

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

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

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

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



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

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

\_\_\_\_\_  
Print

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

