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COMMONWEALTH OF MASSACHUSETTS

AND THE

STATE POLICE ASSOCIATION OF MASSACHUSETTS (S.P.A.M.)

AGREEMENT

JANUARY 1, 2000 - DECEMBER 31, 2002

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MEMORANDUM OF AGREEMENT

By and Between

STATE POLICE ASSOCIATION OF MASSACHUSETTS
- and –
COMMONWEALTH OF MASSACHUSETTS

PREAMBLE

A. This Memorandum of Agreement ("Agreement"), represents the results of collective bargaining conducted pursuant to G.L. c.150E and to c.22C by and between the State Police Association of Massachusetts ("Association"), the certified, exclusive representative of the bargaining unit as established by c.22C for employees of the Department of State Police, and the Commonwealth of Massachusetts, acting through the Secretary for Administration, and his/her Human Resources Division ("Commonwealth" or "Employer").

B. Upon ratification of this Agreement by the bargaining unit represented by the Association, and upon execution of this Agreement by the authorized representatives of the Association and of the Commonwealth, all terms and provisions of this Agreement, unless otherwise explicitly stated in this Agreement, shall be deemed to be effective as of January 1, 2000, and shall carry a duration pursuant to the provisions of Article 39 of this Agreement.

ARTICLE 1
RECOGNITION AND UNIT JURISDICTION

Section 1.
The Commonwealth recognizes the Association as the exclusive collective bargaining representative for employees of the Commonwealth in the bargaining unit described below in Section 2. It is understood that the Human Resources Division (HRD), has been designated by the Secretary for Administration to represent the Commonwealth in collective bargaining and that all collective bargaining on behalf of the Commonwealth shall be conducted solely by the HRD.

Section 2.
The bargaining unit consists of all regular full time employees in the titles of State Police Trooper, State Police Trooper First Class and State Police Sergeant, excluding all other personnel employed by the Department of State Police (Bargaining Unit 5A).[1]

Section 3.
The terms "employee" or "employees" as used in this Agreement shall mean all persons employed within the bargaining unit as described in Section 2.

Section 4.
Bargaining unit work and responsibilities, whether performed by present methods or by newly adopted methods, and any new work or responsibilities related to the current work and responsibilities of the bargaining unit, shall not be assigned to or performed by Department of State Police employees who are not members of the bargaining unit; provided, however, that the foregoing does not preclude the assignment of Sub-station command duty to the unit excluded rank of Lieutenant of the Department of State Police.

ARTICLE 2
MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1.
Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology, including but not limited to, the determination of the standards of services to be provided and standards of productivity and performance of its employees; the establishment and/or revision of personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension demotion, discharge, or any other appropriate action against its employees with just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.
Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Association. Such achievement is recognized to be a goal of both

[1] The parties have agreed to the "Unit 5A" designation with the understanding that such designation has neither statutory nor rule making origin, is adopted solely for Employer internal reference, and has no substantive significance.

parties as they perform their respective roles and meet their responsibilities.

Section 3.
Any prior Collective Bargaining Agreement covering employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 3
RULES AND REGULATIONS

If this Agreement contains a conflict between matters covered by this Agreement and the Rules and Regulations of the Massachusetts Department of State Police the terms of this Agreement shall prevail.

ARTICLE 4
EXCLUSIVE DUES CHECK-OFF

Section 1.
The Association shall have the right to exclusive check-off of union dues.

Section 2.
An employee may give written authorization to the Employer for the deduction of monthly Association dues from his/her wages, and for the transmittal of such dues to the Association.

Dues deduction authorizations shall be on a form acceptable to the Employer and shall be signed by the employee. An employee may withdraw his/her dues deduction authorization by giving sixty (60) days or more advance written notice to the Colonel[2].

Section 3.
Dues deduction, in accordance with this Article, shall be transmitted to the Treasurer of the Association, together with a list of employees from whose wages such dues were deducted, provided the Treasurer of the Association has given a bond to the Association for the faithful performance of his/her duties. Such bond shall be in an amount and with such surety or securities as are satisfactory to the State Treasurer and in a form approved by the Department of Revenue.

ARTICLE 5
AGENCY FEE

Section 1.
Each employee who elects not to join or maintain membership in the Association shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, a service fee to the Association in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Association.

[2]The term "Colonel" as used in this Agreement shall mean the Colonel or his/her designee.

Section 2.
The Association shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency fee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Section 3.
Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE 6
UNION BUSINESS

Section 1. Association Bargaining Committee
Employee members of the Association Bargaining Committee, not to exceed six (6) in number, shall be granted release time with pay, without loss of benefits or other privileges, to engage in the following: preparation for and participation in collective bargaining.

Section 2. Attendance at Hearings
Release time without loss of wages, benefits or other privileges may be granted to officers of the Association, not to exceed three (3) on any one occasion, for the purpose of release time provisions of this Section, to engage in the preparation for and attendance at the following: grievance and arbitration hearings; legislative, executive branch and departmental hearings; and administrative agency hearings, excluding the Labor Relations Commission. Such leave shall require prior approval of HRD.

Section 3. Union Executive Board Meetings

A. Release time without loss of wages, benefits or other privileges may be granted to members of the Executive Board of the Association to attend semi-monthly meetings of the Board. Such leave shall require prior approval of HRD.

B. Release time without loss of wages, benefits or other privileges may be granted to no more than fourteen (14) Barracks Representatives to attend the quarterly Barracks Representatives meetings held in conjunction with meetings of the Executive Board.

   Advance notice to the Deputy Superintendent must be made at least eight (8) days prior to the meetings and must include the dates of the meeting and the attending members.

Section 4. Bulletin Boards
The Association may post notices of Association information on designated bulletin boards or designated portions of bulletin boards in each departmental work location. All notices shall be on Association stationary, signed by an official of the Association, and shall only be used to notify employees of matters pertaining to Association affairs. In the event Association stationary is not available to the Association official at the time he/she desires to post a notice in accordance with this Section he/she may instead post a notice that is written or printed on plain paper. An expiration date will be affixed to each bulletin to

ensure orderly dispatch of notices. No material shall be posted which is inflammatory, profane, obscene or defamatory of the Commonwealth or its representatives, or which constitute selection or campaign material for or against any person, organization or faction thereof.

Section 5. Access To Employer Premises
Association representatives shall be permitted to have access to the premises of the Employer for the performance of official Association business provided that there is no disruption of operations. Requests for such access will be made in advance to the Colonel and will not be unreasonably denied.

ARTICLE 7
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1.
The Employer and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, age or lawful union related concerted activities.

Section 2.
The Association and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, gender or national origin, specific, positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of appointments, promotions, demotions or transfers, recruitment, lay-offs or terminations, rate of compensation, and in-service training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3.
The Union/Management Committee established pursuant to Article 24 shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 116 dated May 1, 1975 or as subsequently amended.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 1. Regular Workweek, Tours of Duty and Work Schedules

A. The regular workweek of employees shall consist of an average of forty (40) hours per week worked over a fifty-six (56) day period and shall not be more than five (5) days in any consecutive seven (7) day period. All employees shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular starting and quitting time. After the Department has determined the number of people to be assigned to shifts in each troop, section and unit, shifts will be chosen by seniority wherever practicable.

B. The regular tours of duty (work shifts) of employees are as follows:

DAYS	7:00 A.M.	3:30 P.M.
	7:15 A.M.	3:45 P.M.
	8:15 A.M.	4:45 P.M.
	8:30 A.M.	5:00 P.M.
	9:00 A.M.	5:30 P.M.
EVENINGS	3:00 P.M.	11:30 P.M.
	3:15 P.M.	11:45 P.M.
	4:15 P.M.	12:45 P.M.
	6:00 P.M.	2:30 A.M.
NIGHTS	11:00 P.M.	7:30 A.M.
	11:15 P.M.	7:45 A.M.
	12:15 A.M.	8:45 A.M.

The Colonel may establish such other work shifts or tours of duty of eight (8) hours and thirty (30) minutes duration as he/she may from time to time determine to be necessary. When the Colonel desires to change the work shifts of an employee he/she shall give the affected employee at least five (5) days written notice of such contemplated change, except in cases of emergency.

Whenever there is a change in work schedule for the purpose of education and/or training, the Colonel shall post the calendar period allocated for such activities in advance to permit employees in each section/station/unit to bid by seniority for the desired period for such training, provided that if an employee does not exercise his/her right to bid by seniority within the period of time established by the Colonel, he/she shall be involuntarily assigned to said education and/or training at the discretion of the Colonel and provided further the Colonel may establish special training programs limited to employees that he/she determines qualify for said training.

C. The regular work schedules of all employees, other than those excepted in this Section, shall be four (4) consecutive days of work followed by two (2) consecutive days off. Excepted from the regular four-and-two work schedule so-called as referred to in this Section, shall be employees assigned, as follows, each of whom may work five (5) consecutive days, Monday through Friday, and receive two (2) consecutive days off:

(i) The Office of the Superintendent; Office of the Deputy Superintendent; Office of Standards and Training; Division of Administrative Services and Division of Investigative Services; provided, however, employees in the Radio Communications Unit shall work the four and two (4&2) schedule;

(ii) Division of Field Services as follows:

(a) Tactical Operations Section, with the following exceptions:
Airwing Unit: 4&2 with two (2) employees other than the O.I.C. on 5&2;
Mounted Unit: 4&2 with one (1) employee other than the O.I.C. on 5&2;
Marine Unit: 4&2 with one (1) employee other than the O.I.C. on 5&2;
Canine Unit: 4&2 with one (1) employee other than the O.I.C. on 5&2;
D.A.R.E. and Domestic Violence Unit.

(b) Traffic Operations Section, with the following exceptions:
Accident Reconstruction Unit: one (1) Sergeant and one (1) Trooper assigned to administrative functions on the 5&2 schedule;

Commercial Motor Vehicle Enforcement Unit: all but ten (10) employees shall be assigned to the 5&2 schedule;
Compliance Unit; Vehicle Services Unit; Traffic Programs Unit; Branch Services Unit; Special Assignment Unit; and Equipment.

Where, in a given section or unit, as referenced above in sub-parts (i) and (ii), employee assignments include both the four and two (4&2) and the five and two (5&2) shift schedule, assignments between such shift schedules shall be determined on the basis of seniority.

(iii) Troop Clerks; Court Officers; employees assigned to Driver Licensing Positions within Sub stations; Station or Troop Investigators; Paid Detail Officers; employees assigned by the Troop Commander to Community Services functions; and, Community Action Team members as designated by the Troop Commander.

Employees assigned to a regular five and two (5&2) work schedule shall be entitled to, and shall receive, in addition to the two (2) consecutive days off weekly under the five (5) day workweek above mentioned not less than seventeen (17) additional regular days off annually, so that each employee so assigned shall receive the same number of regular days off annually as will employees working the regular four and two (4&2) schedule. These seventeen (17) additional regular days off annually shall be taken one (1) day each three (3) weeks, as assigned.

D. **Public Emergency or Unusual Demand for Services.**
The Colonel may, in case of any public emergency or of any unusual demand for the services of the Department or whenever he/she deems it necessary in the public interest, require such employees to work additional hours of duty and prevent such employees from taking a day off at any time when entitled thereto or at the time assigned therefor.

E. **Non-Avoidance of Overtime Provisions.**
The scheduled work shifts or tours of duty and day off or work schedules of individual employees or groups of employees will not be changed or altered to avoid overtime.

Section 2. Overtime

A. **Work In Excess of Regularly Scheduled Work Week.**
An employee shall be compensated at the rate of time and one half his/her regular, base, hourly rate of pay for authorized overtime work performed in excess of the employee's regularly scheduled work week.

B. **Work In Excess of Regular Work Shift.**
An employee shall be compensated at the rate of time and one half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular work shift or tour of duty.

C. **Overtime Service Shall Not Include:**

(l) An out-of-turn tour of duty or work shift, which is substituted for a regularly worked shift or tour of duty at the request of an employee (within the grade and subject to departmental approval).

(2) Swapped tour(s) of duty or work shift(s) between individual employees, within grade (and subject to department approval).

(3) A change in the schedule of an employee who is shifted from his/her regular shift to another shift for the purpose of:

(a) attending in-service training or courses. However, any employee who is assigned to the State Police Academy, or any other academy or school for, training or to attend courses, shall not be scheduled to work more than five (5) days in a seven (7) consecutive day period. If such assignment, combined with an employee's regular work schedule would result in the scheduling of an employee to work more than five (5) days in a seven (7) consecutive day period the following shall occur:

(i) The employee shall be advanced a regularly scheduled day off to be taken on the day that immediately precedes the start of such assignment, unless same is a regularly scheduled day off. He/she shall also be advanced a regularly scheduled work day to be taken immediately following the termination of said assignment.

(ii) An employee who is required to work more than five (5) days in any seven (7) consecutive day period, shall be compensated in accordance with Article 8, Section 2A of this Agreement.

(iii) If such assignment by the Department requires that an employee travel to such assignment on his/her regularly scheduled day off, he/she shall be advanced a regularly scheduled work day to be taken immediately following the termination of said assignment.

(b) attendance at promotional examinations;

(c) appearance at departmental trial boards as a defendant on charges pursuant to Chapter 22C, Section 13 of the Massachusetts General Laws;

(d) out-of-state assignments;

(e) attendance at re-enlistment procedures, physical examinations and re-examinations; or

(f) a change in the regular work schedule of an employee.

D. **Overtime Compensation.**

If duty requires an employee to work beyond the normal quitting time of his/her scheduled tour of duty, he/she shall be deemed to have performed overtime service for each hour or fraction thereof, each fraction to be rounded off to the next quarter hour (for example, if an employee works 10 minutes beyond his/her normal quitting time, he/she shall be paid one-quarter hour of overtime pay; and, if he/she works twenty (20) such minutes, he/she shall be paid one-half hour of overtime pay, etc.).

E. **Recall to Duty.**

If an employee is recalled to duty outside of his/her regular tour of duty while at home or on a scheduled day off, he/she shall be paid at the overtime rate for all service and shall be granted a minimum of four (4) hours of overtime recall pay.

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 in to his/her normal scheduled tour of duty. In this event, the employee shall receive overtime pay only for the actual time worked prior to the commencement of such tour (the provisions hereof, however, are not applicable to an employee who, in the course of commuting to work, is recalled to duty. Said duty shall be considered non-compensable overtime service).

F. **Relief from Overtime Service.**
If an employee performs overtime service, due to the exigencies of his/her workday (such as an accident, an investigation, etc.), if possible, his/her station, section, unit or troop commander will arrange to relieve him/her as expeditiously as possible so that his/her overtime service shall not be extended longer than necessary.

G. **Scheduling of Overtime.**
In emergencies, or in the event of unusual demand for the services of employees, or when deemed necessary by the Colonel, employees may be required to perform overtime work. All employees shall be given as much advance notice of overtime work opportunities as possible, which shall be distributed on a fair and equitable basis to the extent practicable as determined by the Colonel.

H. **Duplication or Pyramiding of Overtime.**
There shall be no duplication or pyramiding of the premium pay for overtime work provided.

I. **Paid Details and Court Time.**
Hours worked during paid police details and court time shall not be used for the purposes of computing overtime.

J. **Night Shift Differential.**
Effective January 2, 2000, in addition to any other compensation to which employees are entitled, pursuant to this Agreement, employees regularly scheduled to evening or night tours of duty (work shifts), or to tours (shifts) as set forth in Article 8, Section 1B of this Agreement, shall be paid an hourly benefit of one dollar ($1.00). This hourly benefit shall be paid for all hours of such assigned tour(s) or shift(s), whether or not the employee actually works any or all such hours or assigned tour(s) shift(s), and such hourly amount shall be included in base pay for the purpose of computing overtime, holiday pay, personal leave pay, vacation leave pay, sick leave pay, injured leave pay and pay for in-service training and such hourly amount shall be considered as regular compensation for pension, retirement and career incentive pay purposes.

K. Employees assigned as Community Service Officers as well as employees assigned to the following Units: Zero Tolerance Team, Gang Units, Truck Teams and Community Action Teams will be subject to varying shifts (as described in Article 8, Section 1B of this Agreement) upon five (5) days notice, except in cases of emergency. Shifts shall be determined by the Commanding Officer after consultation with team members. All such team members mentioned above shall receive the night shift differential provided for in Article 8, Section 2J, notwithstanding the fact that the employee may not be otherwise eligible for such differential by virtue of the shift to which the employee is assigned.

ARTICLE 9
SICK LEAVE

Section 1.
An employee shall accumulate sick leave with pay credits at the rate of one and one quarter (1 1/4) work days (10 hours) for each full calendar month of employment. An employee on any leave with pay shall accumulate sick leave credits.

Section 2.
Sick leave shall be granted, at the discretion of the Colonel, to an employee only under the following

conditions:

(1) when an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;

(2) when the spouse, child or parent of either the employee or his/her spouse or a relative living in the immediate household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of ten (10) days (80 hours) per calendar year; or

(3) when through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

Section 3.
An employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for more than one day.

Section 4.
Upon return to work, following a sick leave in excess of five consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her choice.

Section 5.
Sick leave must be charged against unused sick leave credits in units of one half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

Section 6.
Any employee having no sick leave credits who is absent due to illness may be placed, at the employee's discretion, on available vacation leave under Article 13. Additionally, the Colonel may grant such employee leave without pay only upon the written request by the employee.

The written request shall include a detailed statement of the reason for the requested leave and shall be accompanied by substantiating proof of the illness or injury.

Section 7.
An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits balance at the termination of his/her prior employment.

Section 8.
Notification of absences under this Article must be given to the Colonel as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Colonel, be applied to absence without pay. Where the Colonel has reason to believe that sick leave is being abused, the Colonel may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the Colonel, in denial of sick leave for the period of absence.

Section 9.
No employee shall be entitled to paid sick leave under the provisions of this Article in excess of his/her accumulated sick leave credits.

Section 10.
Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave credits at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit.

Upon the death of an employee, caused by a service related injury or illness, twenty percent (20%) of the value of his/her accrued sick leave at the time of his/her death will be paid in the following order of precedence.

FIRST: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employee's retirement system;
SECOND: If there is no designated beneficiary, then, to the estate of the deceased.

Section 11.
Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

ARTICLE 10
PAID PERSONAL LEAVE

Section 1.
On July 1 of each year employees will be credited annually with five (5) paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by his/her supervisor. Two (2) of these personal leave days were given in lieu of two Suffolk County holidays (Bunker Hill and Evacuation Day).

Employees hired into the bargaining unit on or after July 1 of each year will be credited with personal leave credits in accordance with the following schedule:

Date of Hire	First Year of Employment Benefit
July 1 to August 31	Five (5) days
September 1 to October 31	Four (4) days
November 1 to December 31	Three (3) days
January 1 to February 29	Two (2) days
March 1 to April 30	One (1) day
May 1 to June 30	Zero (0) days

If two or more employees on the same shift within the same section/unit/station request the same day and if one or more employees can be granted personal leave credits at that time, preference will be given to the senior employee or employees, except in the case of unusual circumstances in which case the decision of the Troop Commander, Section Commander/Director or Unit Commander/Director shall be final.

Section 2.
Charges to personal leave credits may be taken in two (2) hour, quarter day segments with the approval of the Colonel.

Notwithstanding the foregoing, for purposes of working paid details, charges to personal leave credits may be taken in one half (1/2) hour segments, with the approval of the Colonel.

Section 3.
Nothing in this Section shall be construed as giving more than five (5) days personal leave in a given year except in the following instance: an employee, covered by this Agreement, who has been prevented from utilizing any of the allowable five (5) days personal leave per year, due to the operational needs of the

Department and where such personal leave credits were denied by an authorized agent of the Department, in writing, after April 1st of the year in question, but before June 30th, shall be allowed to either cash in the personal leave credits not taken during the current year or carry them into the next fiscal year. Under no circumstances may more than five (5) personal days be carried over in a given fiscal year. Any personal leave carried over must be used during the fiscal year carried over in or it will be forfeited.

ARTICLE 11
BEREAVEMENT LEAVE

Upon evidence satisfactory to the Colonel of the death of a spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse, or person living in household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) calendar days.

ARTICLE 12
FAMILY AND MEDICAL LEAVE

Section 1. Family Leave

A. The Colonel, shall grant to a full-time employee, who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least three (3) consecutive months, and who has given notice of his/her intention to return, an unpaid leave of absence for up to twelve (12) weeks for the following:

(1) birth of a child;
(2) adoption of a child;
(3) placement of a child in foster care.

B. The leave must conclude within twelve (12) months following the birth, adoption or placement of a child.

C. Where an eligible full-time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be limited to twelve (12) weeks for the birth, adoption or placement of a child.

D. The employee shall provide the Colonel proof of the birth, placement or adoption of a child.

E. Employees taking an unpaid leave of absence under this provision will accrue sick and vacation leave benefits only for the first eight (8) weeks of such unpaid leave. Notwithstanding any other provision of the Agreement to the contrary, the family leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave.

F. During the first (5) work days of family leave the employee shall receive his/her regular weekly salary.

G. Where an eligible full-time employee and his/her eligible spouse are both employees of the

Commonwealth, they shall jointly be entitled to a combined total of not more than five (5) days paid under the provisions of this Section.

Section 2. Medical Leave

A. The Colonel shall grant to any employee, who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, and who has given notice of his/her intention to return, an unpaid leave of absence for up to twelve (12) weeks for the following:

(1) to care for a spouse, child, parent, sibling or individual living in the immediate household who has a serious health condition;

(2) for a serious health condition which prevents the employee from being able to perform the functions of his/her position.

B. Where an eligible full-time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be limited to twelve (12) weeks to care for a parent, sibling or individual living in the immediate household who has a serious health condition. If the leave is requested for either the husband's or wife's own serious health condition, or the serious health condition of the couple's child, the limitation does not apply.

C. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

(1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay in a hospital, hospice or residential medical care facility);

(2) Any period of incapacity for more than three (3) calendar days, that also involves continuing treatment by or under the supervision of a health care provider; or

(3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.

(a) Continuing treatment by a health care provider is defined as:

(i) Treatment two or more times for injury or illness by a health care provider or provider of health care services under direct supervision of a health care provider;

(ii) Treatment for injury or illness two or more times by a provider of health care services which results in a regimen of continuing treatment;

(iii) Continuing supervision, but not necessarily being actively treated by a heath care provider due to a serious long term or chronic condition or disability which cannot be cured.

Voluntary or cosmetic treatments will not be considered a serious health condition.

D. The employee shall provide to the Colonel satisfactory medical evidence as defined by Article 9, Section 6 of this Agreement. If the Colonel has reason to doubt the validity of the medical evidence, he/she may obtain a second opinion at the Employer's expense.

E. In the event there is a conflict between the second opinion and the original medical opinion, the

Colonel and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Colonel and the employee, at the Employer's expense. This third opinion shall be final and binding.

F. Between periods of unpaid medical leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 3. Non-FMLA Family Leave

A. Upon written application to the Colonel, including a statement of all reasons, a full-time employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months, who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted non-FMLA family leave for a period not exceeding ten (10) weeks for the following: to care for, or to make arrangements for the care of a grandparent, grandchild, sister or brother living in the same household, or a child, whether or not the child is the natural, adoptive, foster, stepchild or child under legal guardianship of the employee.

B. Such leave shall be without pay or benefits for such period.

C. Ten (10) days of non-FMLA family leave may be taken in less than one day increments. However, such leave requires the prior approval of the Colonel.

D. Between periods of non-FMLA family leave, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 4. Notification

At least thirty (30) days in advance, the employee shall submit, through his/her chain of command, a written notice of his/her intent to take family, medical or non-FMLA family leave, including the dates and expected duration of such leave. If thirty (30) days notice is not possible, the employee shall give notice as soon as practicable.

Section 5. Utilization of Accrued Time

If an employee has accrued sick leave, personal leave, compensatory leave, or vacation leave credits at the commencement of his/her family, medical, or non-FMLA family leave, the employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

Section 6. Intermittent Leave

A. Intermittent leave usage and modified work schedules will be deducted from the total twelve (12) weeks of leave allowed to a full-time employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at east three (3) consecutive months. Intermittent leave usage and modified work schedules may be granted under the following circumstances:

(1) for the birth, adoption, or placement of a child in foster care;

(2) where a spouse, child or parent has a serious health condition and is dependent upon the

employee for care;

(3) where the employee has a serious health condition.

B. Where intermittent or a modified work schedule is medically necessary for the birth, adoption or placement of a child in foster care, the employee and the Colonel shall attempt to work out a schedule which meets the employee's needs without unduly disrupting the operational needs of the Department.

Section 7. Miscellaneous

A. The Colonel may assign an employee to back-fill for an employee who is on a family, medical or non-FMLA family leave. Such back-fill assignment shall be for a duration limited to the duration of the leave involved and can be implemented involuntarily only by assignment of an employee having less than (5) years of seniority. The decision to back-fill may not be subject to the grievance/ arbitration process. However, the foregoing conditions for duration of and implementation of such back-fill assignment can be subject to the grievance/arbitration procedure. Upon return from leave, the employee shall return to his/her former assignment, if available. If the employee on family, medical, or non-FMLA family leave does not return to his/her position at the conclusion of his/her leave, such position, should the Department decide to fill it, shall be regarded as a vacancy available for bid transfer.

B. At the expiration of the family, medical, on non-FMLA family leave, employees in non-biddable positions shall be returned to their former assignment, if available, or to an equivalent position with the same status and pay as of the effective date of his/her leave. An employee shall have the above referenced leave credited as time for purposes of seniority only. If during the period of the leave, employees in an equivalent position have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the equivalent position in the Department. If such leave is to exceed twelve (12) weeks, such extension must be substantiated by a doctor's note or must be taken in accordance with the personal or vacation leave provisions.

C. During the time an employee is on family or medical leave, the employee shall be entitled to group health insurance coverage benefits on the same terms and conditions in effect at the time his/her leave began, provided the employee continues to pay the required employee share of the premium while on said leave. If the employee fails to return from his/her leave, the Commonwealth may recover, as provided under the FMLA, the cost it incurred in maintaining insurance coverage under its group health plan for the duration of the employee's leave.

D. An employee is not entitled to more than twelve (12) weeks of family, medical, or non-FMLA family leave (combined) in a twelve (12) month period. For this purpose, a rolling twelve (12) month period will be used, measured backward from the date the leave is taken.

ARTICLE 13
VACATIONS

Section 1.

The vacation year shall be the period from July 1 to June 30, inclusive.

Section 2.

A. Effective June 30, 1993, vacation leave with pay shall be credited to full-time employees

employed by the Commonwealth on the last day of each full month worked based on work performed during that month as follows:

Length of continuous full-time "creditable service"	Vacation Credit Accrued
Less than four and one half years.	6.667 hours
Four and one-half years, but less than nine and one-half years.	10.000 hours
Nine and one-half years, but less than nineteen and one-half years.	13.333 hours
Nineteen and one-half years or more.	16.667 hours

B. For determining vacation status under this Article, "creditable service" only shall be used. All service, beginning on the first working day in the state agency where rendered, and all service thereafter becomes "creditable service", provided there has not been a break in such service of three (3) or more years (as referred to in Section 11 of this Article). In computing an employee's vacation status, all "creditable service" from the first working day in the state agency where rendered, and ending on June 30, shall constitute the "creditable service". Said service shall be used to establish "vacation status" for the vacation year immediately following said June 30.

For employees hired by the Department of Public Safety prior to July 1, 1976, "creditable service" shall also include service in any political subdivision of the Commonwealth prior to entry into the Department, provided that no break in service of three (3) years or more occurred between termination of employment in the political subdivision and entrance into the Department.

C. Employees transferred from Metropolitan, Capitol and Registry Police shall be credited with such service as he/she had been credited by the Commonwealth prior to such transfer to the Department of State Police.

Section 3.
An employee on leave without pay and/or absent without pay for thirty (30) or more cumulative days in any vacation year shall have his/her vacation leave credits earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year and will permanently lose one year of continuous service for the purposes of vacation credit, unless such leave of absence is attributable to one of the following reasons: serious illness, injured leave, maternity leave, educational leave, civic leave, in which case "continuous service" for purposes of vacation credit shall not be affected.

Section 4.
An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 5.
The Colonel shall grant vacation leave in the vacation year in which it becomes available unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees conflict, preference, subject to the operational needs of the Department, shall be given to employees on the basis of rank and then on the basis of seniority in rank.

The Colonel shall allow vacation leave credit not used by the end of the first vacation year after it was credited to be taken in the succeeding year with the time itself to be taken subject to the needs of the Department.

The Colonel is charged with the responsibility of seeing that vacation leave credits are taken in the succeeding year in order that the employee does not lose vacation leave credits. Each employee shall receive annually on or before April 1, as of March 1, a statement of his/her available vacation leave credits.

In no event shall vacation leave credit be carried over for more than one succeeding vacation year.

Charges to an employee's annual vacation entitlement can be taken in two (2) hour segments on scheduled work days mutually agreed to by the employee and the Colonel.

Notwithstanding the foregoing, for purposes of working paid details, charges to an employee's vacation entitlement can be taken in one half (1/2) hour segments on scheduled work days mutually agreed to by the employee and the Colonel.

Each vacation week shall begin on a Saturday.

Section 6.
Absences on account of sickness in excess of the authorized sick leave credits provided in Article 9 of this Agreement (or for personal reasons not provided for under said sick leave provisions) may be charged to vacation leave credits at the employee's discretion.

Section 7.
Employees otherwise eligible for annual vacation leave shall be allowed the following summer vacation within a period not to exceed June 1 through September 30:

Less than 10 years service	1 week
10 years of service or more	2 weeks

When employees' vacation requests conflict, preference, subject to the operational needs of the Department, shall be given to employees on the basis of rank and then on the basis of seniority in rank.

Charges to vacation leave credits may be allowed in units of one day; provided, however, that when a one day summer vacation conflicts with a scheduled one week vacation the scheduled one week vacation shall have preference.

Section 8.
Upon the death of an employee, who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which was earned in the vacation year prior to the employee's death, but which has not been used by the employee, and in addition, the vacation leave earned in the vacation year during which the employee died, up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made.

The Personnel Administrator may, upon request of the Colonel for the deceased person, authorize the payment of such compensation in the following order of precedence:

FIRST: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employee's retirement system;
SECOND: If there is no designated beneficiary, to the estate of the deceased.

Section 9.
Employees who are eligible for vacation under these rules, whose service is terminated by dismissal, through no fault or delinquency of their own, by retirement, or by entrance into the armed services, shall

be paid an amount equal to the vacation allowance earned in the vacation years prior to such termination which had not been used, and in addition that portion of the vacation allowance earned in the vacation year during which such termination occurred, up to the time of separation, provided, that no monetary or other allowance had already been made therefor.

Section 10.
Employees who are eligible for vacation under this Agreement, whose service is terminated, other than as provided in Section 9, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been used; provided that no monetary or other allowance has already been made therefor.

Section 11.
Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 as their actual service for the same vacation year, after reinstatement or reemployment, bears to a complete vacation year. No credit for previous service shall be allowed where reinstatement occurs after an absence of three (3) years except where the absence resulted from:

A . Illness of the employee; or

B. Dismissal through no fault or delinquency attributable solely to the employee; or

C. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive paid injury leave.

Section 12.
Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 of the Acts of 1941, as amended and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the Commonwealth, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to his/her entry into such service in said armed forces, which had not been granted prior to said military leave and, in addition, that portion of the vacation allowance earned in the vacation year, during which he/she entered such services, up to the time of military leave; provided, that no monetary or other allowance has already been made therefor.

Section 13.
An employee who is reinstated after military leave, as referred to in Section 12, may be granted one full year's vacation allowance for the year in which he/she returned or returns; provided, that prior to such military leave, vacation leave credits had not been used or compensation paid in lieu thereof for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full allowance, the entire period remaining may be so used. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation leave credits earned by such employees in the vacation year in which they return from military service.

Section 14.
Vacation leave credits shall accrue to an employee while on a leave with pay status or on paid injury leave.

Section 15.
Vacation leave credits earned following a return to duty, after leave without pay or absence without pay, shall not be applied against such leave or absence.

Section 16.
If an employee is on paid injury leave and has available vacation leave credits which have not been used

and who, because of the provisions of Section 5 of this Article would lose such vacation leave credits, the Colonel shall convert such vacation leave credits to sick leave credits on June 30th of the year in which such vacation leave credits would be lost if not taken.

ARTICLE 14
HOLIDAYS

Section 1.
The following days shall be holidays for the purposes of this Article:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 2.
All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

Section 3.
When a holiday occurs on the regular scheduled work day of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 4.
When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Colonel shall receive pay for one day at his regular rate or one compensatory day off with pay within ninety (90) days following the holiday to be taken at a time approved by the Colonel. If two or more employees on the same shift within the same section/unit/station request the same day off and if one or more employees can be granted a compensatory day off at that time, preference will be given to the senior employee or employees except in the case of unusual circumstances in which case the decision of the Troop Commander, Section Commander/Director or Unit Commander/Director shall be final.

Section 5.
An employee required to work on a holiday shall receive a compensatory day off with pay or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay, in addition to pay for the holiday worked.

Section 6.
An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

Section 7.
An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

ARTICLE 15
EMPLOYEE EXPENSES

Section 1.

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of twenty-two ($.22) cents per mile. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the Personnel Administrator an employee's home may be designated as his/her regular office by the Colonel, for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

D. Effective January 2, 2000, an employee who is required to commute to his/her regularly assigned duty station from his/her home seventy-five (75) or more miles one-way shall receive a weekly differential of seventy-five dollars ($75.00). Said differential shall be included in base pay for the purpose of computing overtime, holiday pay, personal leave pay, vacation leave pay, sick leave pay, injured leave pay, and pay for in-service training and such hourly amount shall be considered as regular compensation for pension, retirement and career incentive pay purposes. For the purposes of this Section, the determination of distance shall be based on mileage amounts provided in the electronic Rand-McNally Mileage Guide.

Section 2.
Employees who work three or more hours of authorized overtime, exclusive of meal times, on a day other than their regular workday, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	3:01 A.M. to 9:00 A.M.	$2.00
Lunch	9:01 A.M. to 3:00 P.M.	$3.00
Dinner	3:01 P.M. to 9:00 P.M.	$5.00
Midnight Snack	9:01 P.M. to 3:00 A.M.	$2.00

Section 3.

A. An employee who is assigned to duty that requires him/her to be absent from his/her home, for more than twenty-four (24) hours, shall be reimbursed for reasonable charges for lodging,

including reasonable tips and meal expenses, not to exceed the following amounts:

Meal	Maximum Allowance	Applicable Period
Breakfast	$2.50	3:01 A.M. to 9:00 A.M.
Lunch	$4.00	9:01 A.M. to 3:00 P.M.
Dinner	$7.00	3:01 P.M. to 9:00 P.M.

B. On the first day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment commences after six (6:00) A.M., for lunch if such assignment commences after twelve (12:00) P.M. or for dinner if such assignment commences after ten (10:00) P.M.

C. On the last day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment ends before six (6:00) A.M., for lunch if such assignment ends before twelve (12:00) P.M. or for dinner if such assignment ends before six (6:00) P.M

D. For travel of less than twenty-four (24) hours commencing two (2) hours or more before compensated time, employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four (24) hours, ending two (2) hours or more after compensated time, employees shall be entitled to the above dinner allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four (24) hours.

ARTICLE 16
SALARY RATES

Section 1. The following salary increments and adjustments shall be applied on the dates hereinafter indicated to the salary rates of the applicable titles as last appearing in the Association – Employer 1997-1999 Collective Bargaining Agreement:

A. Effective January 2, 2000: A two percent (2%) salary increase for all employees.

B. Effective January 7, 2001: A two percent (2%) salary increase for all employees.

C. Effective January 6, 2002: A two percent (2%) salary increase for all employees.

D. An employee shall continue to advance under the terms of this Agreement to the next higher salary step in his/her job group, unless he/she is denied such step-rate increase by the Colonel, after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her assignment to the job group until the maximum salary is reached. In the event an employee is denied a step-rate increase he/she shall be given a written statement of the reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for purpose of step-rate increases.

E. Receipt of the State Police Trooper First Class salary commences with the completion of the

fifth (5th) year of service of an employee in the title of State Police Trooper or its equivalent title in the predecessor state law enforcement agencies in a Department incorporated into the Department of State Police pursuant to Chapter 412 of the Acts of 1991.

F. Receipt of the eighth (8th) step in the State Police Sergeant title salary schedule for incumbents of that title commences with the completion of fifteen (15) years of service as an employee in the titles of State Police Trooper or higher title or their equivalents in the predecessor state law enforcement agencies in a Department incorporated into the Department of State Police pursuant to Chapter 412 of the Acts of 1991, and the completion of one year of service in Step 7 of the Sergeant title or equivalent title salary schedule.

G. The salary rate for employees hired or reemployed on or after July 1, 1995 shall be the initial step in the applicable rank.

H. Whenever an employee receives a promotion to a position in a higher grade, the employee's new salary rate shall be the next higher rate in existence at the time of the promotion in the higher grade. If, however said salary rate would result in a salary increase for the employee which is less than the difference between rates in the higher grade, the employee shall receive the next higher salary rate in the higher grade.

Section 2.

A. The salary rates of employees are set forth in Appendix A of this Agreement which is attached hereto and hereby made part of this Agreement.

B. The salary rates set forth in Appendix A shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.

C. Employees shall be compensated on the basis of the salary rate for their official job title.

Section 3.
Notwithstanding any contrary provisions of this Article, no retired, deceased or laid-off person shall be denied any benefits due under the provisions of this Article because of delay in implementing this Agreement beyond its effective date of January 1, 2000.

Section 4.

A. Effective July 1, 1999, or on such a later date as may be determined by the Employer, all employees covered by the terms and conditions of this Collective Bargaining Agreement shall be paid on a bi-weekly basis.

B. Effective July 1, 1999, or on such later date as may be determined by the Employer, salary payments shall be electronically forwarded by the Employer directly to a bank account or accounts selected by the employee for receipt.

Section 5.
In addition to any other base, regular and premium compensation to which an employee is entitled pursuant to any provision of this Agreement, all employees shall receive the following base compensation annual increments, to be included in base compensation for all purposes, including, but not limited to, the computation of base pay, overtime, holiday pay, personal leave pay, vacation leave pay, sick leave pay, injured leave pay, pay for in-service training, and such annual increments shall be considered as regular compensation for pension, retirement and career incentive pay purposes:

A. For completion of the most recent Physical Fitness Program as provided by Article 36 of this Agreement:

January 2, 2000 ….. one percent (1%)
January 7, 2001 ….. one percent (1%)
January 6, 2002 ….. one percent (1%)

B. For completion of the most recent Firearms Qualification Program:

January 2, 2000 ….. one percent (1%)
January 7, 2001 ….. one percent (1%)
January 6, 2002 ….. one percent (1%)

C. For completion of the most recent Cruiser Safety and Accident Reduction Training Program:

January 2, 2000 ….. one percent (1%)
January 7, 2001 ….. one percent (1%)
January 6, 2002 ….. one percent (1%)

In the event an employee, through no fault of his/her own, is unable to complete a program referenced herein, he/she shall not be denied the increase for said program. The timing of implementation of such programs shall not result in any delay in or alteration of the base pay increments and their respective effective dates as provided above. The dollar product of such percentage base pay increments as above provided shall be included in the Salary Schedule – Appendix "A" to this Agreement.

ARTICLE 17
GROUP HEALTH INSURANCE CONTRIBUTIONS

The Commonwealth shall pay eighty-five (85%) percent of the monthly premium rate for the Group Health Insurance Plan and each employee covered shall pay fifteen (15%) percent of this premium rate for the type of coverage that is provided for him/her and his/her dependents under the Plan.

ARTICLE 17A
HEALTH AND WELFARE

Section 1. Creation of Trust Agreement

The parties agree to establish a Health and Welfare Fund under an Agreement and Declaration of Trust to be drafted by the parties and executed by the Association and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "Trust Agreement") shall provide for a Board of Trustees composed of an equal number of representatives of the Employer and the Association, and shall be executed prior to March 1, 1985.

Section 2. Funding

Effective March 31, 1985, the Employer agrees to contribute an additional two dollars ($2.00) per calendar week per employee, for a total of four dollars ($4.00) per week per employee.

Effective June 29, 1986, the Employer agrees to contribute, on behalf of each employee, the sum of five dollars ($5.00) per calendar week.

Effective June 28, 1987, the Employer agrees to contribute, on behalf of each employee, the sum of six dollars ($6.00) per calendar week.

Effective July 1, 1997, the Employer agrees to contribute, on behalf of each employee, the sum of seven dollars ($7.00) per calendar week.

Effective July 1, 2000, the Employer agrees to contribute, on behalf of each employee, the sum of eight dollars ($8.00) per calendar week.

The contributions made by the Employer to the Health and Welfare Fund and the proceeds therefrom shall not be used for any purpose other than those sanctioned by the Trust Agreement. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Section 3. Non-Grievable
No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any Collective Bargaining Agreement between the Employer and the Association.

Section 4. Employer's Liability
The Association recognizes and agrees that the Employer, as defined in the Preamble to this Collective Bargaining Agreement, shall not be charged with any legal responsibility, obligation or duty whatsoever in connection with the extension or determination of benefits to employees made by the Board of Trustees, its agents, contractors or servants. The liability of the Employer is hereby specifically limited to its obligations to make the contributions set out in Section 2 of this Article.

Section 5. Drafting Delay
Delay in the drafting and execution of said Plan shall not reduce the Commonwealth's contributory obligations as stated above.

ARTICLE 18
RECALL PROCEDURES

Section 1.

A. In the event the Department of State Police shall lay off an employee because of a reduction in force, the least senior employee in the title in the Department, with seniority defined as service in the Department, shall be laid off.

B. The Department shall maintain a recall roster from which laid-off employees will be recalled, to positions to be filled, in accordance with their seniority and in accordance with their qualifications to perform the work

C. A laid-off employee will remain on the recall roster for two (2) years except an employee who is offered, upon a minimum of four (4) weeks notice, recall to a position in the same job grade as the position from which he/she was laid-off, and who refuses such offer, shall be removed from the recall list and his/her recall rights shall terminate at that time.

D. An employee in a rank above the rank of trooper may displace the least senior employee in the rank of trooper in the event there is a reduction in the number of employees in his/her rank.

ARTICLE 19
SAFETY COMMITTEE

A departmental safety committee shall be established, consisting of three members designated by the Association and three members designated by the Colonel. This Committee shall meet bimonthly. Its function shall be to review reports of accidents and injuries of employees and to recommend to the Colonel appropriate action to correct unsafe conditions and unsafe acts and practices. In addition, the Committee shall review major purchases of vehicles and equipment to consider the safety implications of the same. Committee members shall, upon request, be granted reasonable access to information relevant to such purchases.

An annual report shall be prepared by the Committee, indicating the number and nature of disabling work injuries suffered by employees and summarizing unsafe acts, practices and conditions and corrective actions taken to prevent future injuries.

ARTICLE 20
TRAINING AND CAREER LADDERS

Section 1. General
The Employer and the Association recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

Section 2. Committee
Toward these ends, the Employer and the Association agree to establish a Statewide Training and Career Ladders Committee, consisting of four (4) persons appointed by the Association and four (4) persons appointed by the Personnel Administrator. Such Committee shall function continuously throughout the life of this Agreement.

Section 3. Funding

A. On January 1, 1998, the Employer shall establish a Fund in the amount of $35.00 per full time equivalent as of the signing of this Agreement, and on January 1, 1999 shall add an equivalent amount to the Fund per full-time employee equivalent on the payroll as of the signing of this Agreement to maintain the Statewide Training and Career Ladders Program.

B. The Fund provided herein shall be available for utilization until such time as it is depleted. Said Fund shall be utilized both for the development of essential skills to adopt to new technologies (such as HR/CMS) and for more generalized skills development.

Section 4. Pilot Training Program

The Association and the Employer agree to the establishment of a pilot training program for the provision of training opportunities for employees. Such training opportunities shall include, but shall not be limited to, voluntary training during off-duty hours. The Commonwealth shall establish a one-time fund of four hundred thousand dollars ($400,000.00) to support this program, including the development of and/or the purchase of training materials. The Statewide Training and Career Ladders Committee shall discuss the expenditures of the above referenced funds for training purposes which shall include, but shall not be limited to, training material for driver safety awareness, and compensation for employees, at each employee's applicable overtime rate, for voluntary attendance at core training courses during off-duty hours, provided said employees attend and participate in duty uniforms with their cruisers. Opportunities for participation in such off-duty, voluntary core training shall be offered to employees on the basis of seniority. The fund provided in this Section is solely intended to apply to the bargaining unit represented by the Association and shall be available for utilization until such time as it is depleted.

ARTICLE 21
TECHNOLOGICAL CHANGE
(HR/CMS)

The Commonwealth and the Association recognize that the Commonwealth's Human Resources/ Compensation Management System (HR/CMS) is the most comprehensive review of business processes regarding payroll, personnel and other processes ever undertaken by the Commonwealth, replacing such current systems as PMIS and CAPS.

Therefore, the Commonwealth and the Association agree that HR/CMS shall become the cornerstone of the Commonwealth's payroll and personnel system.

To ensure that any changes required by HR/CMS are introduced and implemented in the most effective manner, the Association agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to implement HR/CMS (such as change from a weekly to a bi-weekly payroll system).

The Commonwealth and the Association will establish a Special Labor-Management Committee made up of an equal number of Association and Management representatives. This Committee shall be the sole forum for the Association to discuss any issues of impact to the bargaining unit arising from the implementation of HR/CMS.

ARTICLE 22
GRIEVANCE PROCEDURE

Section 1.

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Collective Bargaining Agreement.

Section 2.

The grievance procedure shall be as follows:

Step I - An employee and/or the Association shall submit a grievance, in writing, to the employee's Troop Commander or Section Commander/Director not later than twenty-one (21) calendar days after the date of occurrence of the alleged act or omission giving rise to the grievance. The Troop Commander or Section Commander/Director shall meet with the employee and/or the Association for review of the grievance and shall issue a written reply to the employee and/or the Association by the end of ten (10) calendar days following the day on which the grievance was filed.

Step II - In the event the employee or the Association wishes to appeal an unsatisfactory decision at Step I, the appeal must be presented, in writing, to the appropriate Division Commander within ten (10) calendar days following the receipt of the Step I decision. The appropriate Division Commander shall meet with the employee and/or the grievance committee of the Association, not to exceed four (4) Association members, for review of the grievance and shall issue a written reply to the employee and/or the Association by the end of ten (10) calendar days following the day on which the appeal was filed.

Step III - In the event the employee or the Association wish to appeal an unsatisfactory decision at Step II, the appeal must be presented, in writing, to the Colonel within ten (10) calendar days following the receipt of the Step II decision. Notwithstanding the foregoing, grievances of a general nature, and/or affecting a large portion of the Unit, can be instituted, at the Association's discretion, at Step III of the grievance procedure. The Colonel shall meet with the employee and/or the grievance committee of the Association, not to exceed five (5) Association members, for review of the grievance and shall issue a written reply to the employee and/or the Association by the end of ten (10) calendars days following the day on which the appeal was filed.

Step IV - In the event the employee or the Association wishes to appeal an unsatisfactory decision at Step III, the appeal must be presented to the Human Resources Division, Office of Employee Relations (O.E.R.) within fourteen (14) calendar days following the receipt of the unsatisfactory decision. O.E.R. shall issue a written reply by the end of twenty one (21) calendar days following the day in which appeal was filed, or if a conference is held, by the end of twenty-one (21) calendar days following the close of the conference.

Step V - Grievances unresolved at Step IV may be brought to arbitration solely by the Association by filing with the Director of O.E.R., within twenty-one (21) calendar days following the receipt of the Step IV decision, a completed Request for Arbitration form.

Section 3.

The arbitrator, who shall be selected by the parties, shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The parties shall designate a panel of up to five arbitrators to serve in rotation for the case or cases submitted. Should the parties fail to agree upon such a panel or a rotation procedure for assigning cases within ninety (90) days after the signing of this Agreement, cases shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws Chapter 150C.

Section 4.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Association and the Department. Each party shall bear the cost of preparing and presenting its own case.

Section 5.
If a decision satisfactory to the Association at any level of the grievance procedure other than Step V is not implemented within a reasonable period of time, the Association may re-institute the original grievance at the next step of the grievance procedure.

Section 6.
A resolution of a grievance at either Step I, II or III shall not constitute a precedent.

Section 7.
Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties, in writing.

Section 8.
An Association representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall have the opportunity to be present at grievance meetings between the employee and the employer held in accordance with the grievance procedure.

ARTICLE 23
PERSONNEL RECORDS

An employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations, contained in his/her departmental personnel folder. The Association shall have access to an employee's personnel record upon written authorization by said employee. Whenever any material, including evaluations, is inserted into the employee's departmental personnel folder, he/she shall be promptly notified and given a copy of such material.

Employees shall have the right to respond, in writing, to any material filed in his/her personnel file, and his/her written response shall be attached to the file copy.

ARTICLE 24
UNION MANAGEMENT COMMITTEE

There shall be a Union-Management Committee which shall consist of three (3) representatives designated by the Association and three (3) representatives designated by the Colonel. The Committee shall meet bi-monthly or more frequently by mutual agreement. The purpose of this Committee is to provide a means for continuing communication between the parties and for promoting a climate of constructive employee relations. The topics discussed by the Committee shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of employee/employer relations and improvement of productivity.

The meetings of the Committee shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject.

ARTICLE 25
NO STRIKES

Section 1.
Neither the Association or any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of service by employees.

Section 2.
The Association shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

ARTICLE 26
SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall not be applicable, but the remainder of this Agreement shall continue in full force and effect. The Employer and the Association, upon request of either party, shall negotiate for the purpose of modifying the inapplicable Article, Section or portion so that such provision will be in conformity with legal requirements.

ARTICLE 27
PROCEDURE FOR PERSONNEL INVESTIGATIONS

Section 1.

The security of the Commonwealth and its citizens depends to a great extent upon the manner in which employees of the Massachusetts Department of State Police perform their manifold duties. The performance of such duties involves employees in all manner of contacts and relationships with the public. Because of such contacts, relationships may arise, as well as questions concerning actions of employees. Such questions may require an investigation by a person designated by the Colonel, the Executive Officer, Division Commanders, Troop Commanders and/or Section Commanders/Directors. To insure that such investigations will be conducted in a manner conducive to good order and discipline and observe the individual rights of each employee, the following rules of procedure are hereby established.

No employee shall be required or requested, directly or indirectly, if under investigation for misconduct or subject of any investigation or inquiry which may relate to or lead to a misconduct investigation, to submit to interrogation which could lead to disciplinary action, except in accordance with the following rules:

1. The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, and during the daylight hours, unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the employee's tour of duty may be employed.

2. The interrogation shall take place at the employee's work location or within the Troop or General Headquarters, whenever possible.

3. Said employee shall be informed of the rank, name and command of the person in charge of the investigation, as well as the rank, name and command of the interrogator and the identity of all persons present during the interrogation.

4. Said employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant(s). The address of the complainant(s) and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the employee of the allegations should be provided. If the complaint is filed in writing, reduced to writing or recorded mechanically, a copy shall be furnished to said employee if he/she so requests. If it is known that the employee being interrogated is a witness only, he/she would be so informed.

5. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary. Said employee shall be afforded an opportunity to have access to notes and contact any witnesses to refresh his/her recollection as to the alleged charges of misconduct, and/or the incident in question.

6. Said employee shall not be subjected, during an interrogation, to any offensive language, nor shall he/she be threatened with transfer, dismissal, reassignment or other disciplinary punishment. No promises or rewards shall be made as an inducement to answering questions.

7. The complete interrogation of an employee may be recorded mechanically or by a department stenographer, and the employee shall, if formal charges are proffered against him/her, and upon his/her written request, be given an exact copy of said interrogation.

8. In all other cases, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a superior about his/her employment. Nevertheless, the Department shall afford an opportunity for an employee, if he/she requests, to consult with counsel before being questioned concerning a violation of the rules and regulations, provided the interrogation may not be postponed for the purpose of counsel past 10:00 A.M. of the day following the notification of interrogation, unless a later date is mutually agreed upon. Counsel, if available, and/or a representative of the Association shall, if the employee requests, be present during the interrogation of an employee under investigation for misconduct.

9. Subject to applicable law, the refusal by an employee to answer pertinent questions may result in disciplinary action.

10. Misconduct as herein referred to shall mean any matter relating to said employee's employment, which may constitute any violation of the rules and regulations for the government of the Department of State Police or other law, rule, ordinance, regulation, order or the like which may impose any burden or obligation on said employee or subject him/her to possible disciplinary action.

11. If a request is made for a written report, said employee will be allowed a reasonable time to file the report, within twenty-four (24) hours or by ten (10:00) A.M. of the following day.

    However, if by mutual agreement by the employee's supervisor and the employee, the report may be submitted at a later date.

Section 2.

All Internal Affairs investigations shall be conducted by commissioned officers.

ARTICLE 28
TRANSFERS

Section l.
Involuntary transfers may be made in accordance with departmental needs for the good of the Department. However, involuntary transfers will not be made for the purpose of harassing employees.

Section 2.
A bid procedure on transfers shall be implemented for employees in the titles of State Police Trooper and State Police Trooper First Class in the Division of Field Services, assigned to Field Operations, subject to the following conditions:

A. Employees in the titles of State Police Trooper and State Police Trooper First Class with five (5) or more years of creditable service will be allowed to bid on transfers. Transfers will be awarded based on seniority, in accordance with the procedures set out by the Colonel. Requests for transfers shall remain on file until honored or withdrawn.

B. Requests for transfers will be honored for employees in the titles of State Police Trooper and State Police Trooper First Class with five (5) or more years of creditable service, based on seniority, whenever a vacancy which the Colonel chooses to fill occurs.

C. Employees who are assigned to specialized Units within the Division of Field Services shall be exempt from the provisions of this Article. However, this exemption shall not prevent an employee from being able to bid out of such positions. (See "Appendix to Article 28-Transfers".)

D. Transfers shall be subject to the approval of the Colonel and will not be unreasonably denied.

ARTICLE 29
COURT TIME

Employees will be compensated for court time in accordance with Chapter 262, Section 53C of the Massachusetts General Laws, as applied in the past, except that compensatory time will not be granted and wherever the words 'three (3) hours' presently appear, the words 'four (4) hours' shall be substituted.

ARTICLE 30
PAID DETAILS

A. Procedure concerning assignment of Paid Details to employees shall be in accordance with Circular Letter, 1-11-74, as most recently amended. This letter may be amended by agreement of both parties. In the event an arbitrator should decide that the Employer, in the case of Paid Details was not in compliance with the applicable provisions of this Agreement, he/she shall find or rule that the aggrieved employee shall be entitled to and be given every opportunity possible to make up the hours lost because of such non-compliance.

B.

1. Except as otherwise indicated, employees on full duty status may work Paid Details.

2. No employee may work more than a total of sixteen and one half (16.5) hours in any twenty-four (24) hour period. No employee shall work more than forty-two (42) hours in any seventy-two (72) hour period. Work shall be defined to include regularly scheduled duty, overtime, court time and Paid Details. No employee shall accept a Paid Detail if doing so would require that the employee not work regularly scheduled time or time for other work obligations (such as court appearances) of which the employee is aware.

   No employee shall receive any compensation for any hours worked in excess of the limits provided herein unless such hours of work have been approved, in writing, by the Colonel.

3. In the event the Paid Detail hours exceed the hours of work allowed in a twenty-four (24) hour period, which prevents the employee from reporting to his/her next assigned work shift on time, the employee shall not be allowed to alter the starting time of his/her next assigned work shift, but shall utilize accrued personal leave or vacation leave credits in place of any hour(s) missed out of the next regular work shift.

4. Employees assigned to a Paid Detail shall contact the person charged with administering Paid Details or the Troop Duty Officer immediately in the event:

   (a) that the Paid Detail hours exceed the hours of work allowed in a twenty-four (24) hour period; or

   (b) of an emergency.

5. Any employee who must decline a Paid Detail assignment, or an opportunity to work an overtime shift solely due to the hour limitations of paragraph 2 of this Article, shall retain their position on the overtime or detail list.

6. In the event a Paid Detail is extended, and such extension will exceed the hourly limitations of paragraph 2 of this Article, the employee shall notify the Troop Commander, who shall act as the Colonel's designee in deciding to waive the requirements of paragraph 2 of this Article.

ARTICLE 31
UNIFORM CHANGE

Uniformed employees shall wear summer uniforms between April 15 and October 15. In the event of abnormal weather conditions, a variation of the prescribed uniform may be allowed subject to the approval of the appropriate duty officer.

ARTICLE 32
CLOTHING ALLOWANCE
Effective July 1, 1997

Employees required to perform work in civilian clothing shall receive an annual clothing and clothing maintenance allowance of seven hundred and fifty dollars ($750.00), which shall be paid in two (2) payments of three hundred and seventy-five dollars ($375.00) each time, from the appropriate account, on or about December 31st and on or about June 30th of each year.

For employees who were required to perform work in civilian clothing for less than the full six (6) month period immediately preceding August 1st or February 1st of each year, the seven hundred and fifty dollars ($750.00) clothing allowance shall be prorated on a monthly basis (at the rate of $62.50 per month); provided, however, that no payment shall be made for any month in which the employee is on an assignment requiring civilian clothing for a period of less than ten (10) work days.

ARTICLE 33
FIREARMS TRAINING PROGRAM

Employees during off duty hours may, with advance permission of the State Police Academy Commandant, use the facilities of the Range at the Massachusetts State Police Academy for supervised instruction on the use of firearms by a qualified firearms instructor. Ammunition will be provided to the extent it is available at the Academy for this purpose.

ARTICLE 34
TUITION REMISSION PLAN

A. Effective December 1, 1984, employees enrolled in a state supported degree program in any Massachusetts community college, state college, or state university, excluding the University of Massachusetts Medical School, full remission of tuition shall apply.

B. Effective December 1, 1984, employees enrolled in self-sustaining continuing education programs at any Massachusetts community college, state college or state university, fifty percent (50%) remission of tuition shall apply.

C. This remission benefit is subject to space availability and usual and ordinary admissions policies. It is also subject to the approval of the Board of Regents of Higher Education under its policies and procedures, copies of which shall be supplied to the Association.

D. A joint committee of Employer and Association representatives shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning same.

E. Effective January 1, 1998, spouses to full-time employees shall be eligible for the remission benefits contained in this Article and be subject to the other provisions of this Article. It is understood that any program of spousal eligibility developed by the Board of Higher Education in conjunction with the Employer (HRD) require the subordination of spousal eligibility rights to those remission benefit rights extended to full-time state employees in different bargaining units as well as full-time employees covered by the provisions of this Agreement.

ARTICLE 35
COMMUTING IN CRUISERS

The document entitled Department of State Police General Order ADM-28, as currently administered by the Colonel, is incorporated into and made part of the Agreement.

ARTICLE 36
PHYSICAL FITNESS PROGRAM

Section 1.
There is hereby established a physical fitness program to insure that each employee is physically capable of performing essential functions, as defined in the American with Disabilities Act, necessary for his/her

service in the Department of State Police. The purpose of this program will be achieved by encouraging employees to satisfy certain physical fitness standards, and, where necessary, by furthering conditioning and rehabilitation efforts toward satisfaction of such standards.

Section 2.
In furtherance of the purpose of the physical fitness program, each employee shall be provided health maintenance release time, with full compensation, pursuant to the following:

A. Subject to the following portions of Section 2, such release time shall be four (4) segments, each of sixty (60) minute duration. Each such sixty (60) minute segment shall be taken during one of an employee's regular work shifts so that such release time shall occur on four (4) such shifts each week. Such release time segments shall be non-cumulative from one work shift to another. Approval by the section/station/unit commander or desk officer of location(s) for the use of such release time shall be required where such location is other than a Department of State Police facility.

   Such sixty (60) minute duration period referenced above shall become effective upon the implementation of the Gebhardt-Landy Methodology and standards.

B. The intent of the Section 2A provision is to allow employees the opportunity, under usual operational circumstances, to engage in physical fitness conditioning during each of four (4) work shifts during each work week; provided, however, that the time at which such physical fitness conditioning takes place shall be subject to the approval of the section/station/unit commander or desk officer.

   It is understood, however, that unanticipated operational needs may prevent an employee from the opportunity for a physical fitness release time segment on a given work shift. Pursuant to such standard, a section/station/unit commander or desk officer may disallow an employee such release time opportunity on a given shift. Upon such denial, the employee can appeal immediately and directly to the Troop Commander, Section Commander/Director or Troop Shift Commander who shall render an immediate determination.

   It is further understood that denial of physical fitness release time opportunity in terms of the timing of physical fitness conditioning opportunity during a given shift and of the denial of any such opportunity during a complete shift shall not be for purposes of punishment or harassment, and that approval shall not be unreasonably denied.

C. In the event of multiple requests for a given release time segment during a given work shift, seniority shall govern the allocation of opportunity if all requests cannot be accommodated.

Section 3.
If an employee is injured during his/her participation in the physical fitness examination, as conducted by the Department pursuant to Sections 4 and 5 of this Article, or during his/her participation in rehabilitation and conditioning programs pursuant to Sections 11 and 12 of this Article, such injury shall be regarded as work related for purposes of injury leave and compensation.

Section 4.
A. Annually, during an employee's in-service training, each employee will be required to take a physical fitness examination, based on the Gebhardt-Landy Methodology established in November, 1995. Such physical fitness examination shall be preceded by a medical screening exam, based on an employee's physical condition and which will not include psychological testing, and shall be administered by a person or persons suitably trained in and knowledgeable in the physical fitness examination procedure and details of the Gebhardt-Landy Methodology. Such physical fitness examination shall be subject to the following conditions:

B. The physical fitness examination will be valid and job-related. The test events will be linked to the essential functions of the job, as determined through a job analysis. Employee performance within the context of the above will be assessed by applying the Gebhardt-Landy Methodology and a passing score derived from the actual scores of job incumbents. Such passing scores and test events will be established and, from time to time, updated by the Colonel after consultation with the Association and with expert consultants in the areas of testing and physical fitness.

   In the event that the Association does not agree with the test events and scores as established above, it may submit the dispute to a binding resolution by a neutral. The neutral shall be mutually selected by the parties and shall be a recognized expert in such matters, recognized by the American Psychological Association or a similar organization.

   In the event the parties are unable to agree, the neutral shall be selected by the American Arbitration Association (AAA). The AAA shall select a neutral possessing the required expertise and shall not be limited to selection from the Labor panel. The arbitration proceeding shall be commenced within thirty (30) days of the date of submission, concluded within sixty (60) days and a decision rendered within ninety (90) days of the original submission. The parties shall pay equal shares of the fees and expenses of the neutral.

   Test events on passing scores, which have been challenged by the Association, shall not be implemented until a decision of the neutral has been rendered.

C. No test will be administered unless there is a certified emergency medical technician in attendance during the entirety of such test.

D. If an employee registers a complaint during the administration of the test, such complaint will be noted on a form, as set forth in Appendix B of this Agreement. Such form shall be completed in duplicate and executed by the employee, and by the Commanding Officer in charge of the examination, one copy shall be given to the appropriate Commanding Officer in charge of the examination, and the employee shall retain one copy.

Section 5.

If an employee fails to pass the physical fitness examination, pursuant to the standards as referenced above, he/she will be eligible to undergo a further test not more than sixteen (16) weeks following the first physical fitness examination, but as soon as such employee desires to take a re-test with proper medical clearance. No employee will be required to take the test prior to sixteen (16) weeks from the administration of the last test. The Employer recommends a period of training for the employee between re-tests.

If an employee fails to pass the second test, pursuant to the standards as referenced above, the employee will be eligible to undergo a third test not more than sixteen (16) weeks following the administration of the second test. An employee may take the re-test at any point within the sixteen (16) week time frame, with proper medical clearance. No employee will be required to take the test prior to sixteen (16) weeks from the administration of the last test. The exact date of the third test will be provided to the employee not less than two (2) weeks prior to the date established for the third test. The third test will be conducted and results will be determined in full conformance with the context of the first test as related above in Section 4.

If an employee, subject to taking the second or third tests, is on authorized leave during the periods for such tests, as related above, such tests will be administered as soon as practicable upon the employee's return from such leave. An employee's failure to pass the first or second physical fitness examination will not result in any alteration of assignment or benefit entitlement.

Section 6.

If an employee fails to pass the third examination, pursuant to the standards as referenced in Section 4 of

this Article, the issue of the employee's continued employment will be subject to review and to disposition consistent with all relevant circumstances.

Notwithstanding the foregoing, where an employee's failure to achieve a passing result in any of the examinations, as referenced in Section 4 of this Article, can be attributable in whole or in part to an impairment or a condition existing as of his/her initial entry into the Department of State Police, or to injury, illness or incapacity, such employee's continued employment will be subject to review and to disposition consistent with all relevant circumstances, including accommodations required by relevant law; provided, however, that where an employee's failure to achieve a passing result on the physical fitness examination is due to a temporary injury, illness or incapacity, such employee shall continue to be employed with duties adapted to such injury, illness or incapacity until such time as the employee shall achieve a passing result on the physical fitness examination.

Section 7.

A. The Department of State Police will institute the in-service training-physical fitness examination process as described in Section 4 of this Article within one year of the signing date of this Agreement; provided, however, that such initial phase of the examination process shall be implemented solely for the purposes of establishing employee base-line physical fitness performance data, and shall not be used to expose the employee to either the multiple examination of Section 5 of this Article or the employment evaluation provisions of Section 6 of this Article. Neither the Section 5 nor the Section 6 provisions shall become operative until the formal commencement of the physical fitness examination process as provided below, in Section 9.

B. The Employer will make available a Physical Fitness Test Preparation Guide to employees who will take the Physical Fitness Examination referenced above in Paragraph "A". The Test Preparation Guide will provide information on the components of the Physical Fitness Examination, exercise helpful in test preparation linked to each event in the test, and an outline of a healthy nutrition regimen. The Test Preparation Guide will outline a sixteen (16) week program that will help employees prepare to take the Physical Fitness Examination. In addition to the test preparation guide, employees will be offered a Physical Activity Readiness Questionnaire (PAR Q). The PAR Q offers employees a method of assessing their Health Risk Assessment to take the Physical Fitness Examination.

Section 8.

The Department of State Police agrees to provide and to install in each station and unit facility, where structurally feasible, exercise equipment reasonably related to the standards and objectives of the Physical Fitness Program. The Colonel and the Association shall discuss implementation of this provision.

Section 9.

Upon completion of the discussions provided for in Section 4B of this Article, or upon the date of installation of exercise equipment in those stations and unit facilities structurally feasible for such installation, whichever occurs later, the formal commencement of the Physical Fitness Program will begin.

Section 10.

The Department of State Police agrees to make available to employees, persons certified in physical fitness and nutritional subject matter for purposes of assisting employees in furtherance of their physical fitness-training regimen. Such physical fitness consultants shall be available upon request by an employee, but shall not be located in the exercise centers. Use of such resources will be at the employee's option. The fact of an employee's use of such resources, and any oral or written communications regarding the employee's use of such resources, will be regarded as privileged, as between the employee and the resource person and cannot be discovered, compiled and/or maintained by the Department, nor can such subject matter be used by the Department in any manner regarding any aspect of the employee's employment.

Section 11.
If an employee fails to pass an initial annual physical fitness examination, he/she shall be given the opportunity to consult with the departmental physician. If the departmental physician prescribes that the employee consult with the departmental resource person, as referenced in Section 10 of this Article, for purposes of nutritional or exercise regimen advice, and/or for purposes of hands-on monitoring of an exercise regimen, and if the employee determines to follow such prescriptions, the Department shall provide him/her with release time, with full compensation, as is necessary to fulfill the prescription(s) of the departmental physician. If changes in the employee's schedule are required to provide him/her access to the departmental resource persons as prescribed by the departmental physician, such changes shall be implemented in accordance with the Department of State Police practice under Article 7, Section 2, C, (3) of the FY 1989-FY 1990 Agreement.

It is understood that the use of the words "prescribes," "prescriptions" and "prescribing" in Sections 11 and 12 of this Article are not intended to convey a mandatory undertaking, and that the subject employee retains discretion as to pursuing the departmental physician's prescriptions.

Section 12.
In the absence of the departmental physician's prescribing a consultation with, and/or monitoring by the departmental resource persons as provided in Section 11 of this Article, an employee shall be granted release time, with full compensation, for whatever time is necessary during each of two (2) shifts each fiscal year for the purpose of consulting with the departmental resource person. An employee shall provide at least five (5) calendar days notice regarding his/her request for such release time. Such request shall not be unreasonably denied, and if a request for a given shift is denied, an alternative date for such release time shall be arranged after the employee has consulted with the departmental resource person as to a mutually acceptable alternative date. If a change of shift is required for an employee's release time consultation with the departmental resource person, such change shall be implemented in accordance with the Department of State Police practice under Article 7, Section 2, C, (3) of the FY 1989-FY 1990 Agreement.

Section 13.
The Association can process to grievance and to arbitration any issue as to the interpretation or application of this Article except disciplinary issues.

In any grievance-arbitration involving this Article, the Association and the Employer agree to solicit from the American Arbitration Association panels of prospective neutrals possessing the following credentials: experienced in labor relations and labor agreement interpretations; and, experienced in physical fitness standards, in physical training standards, and in physical fitness testing standards. The Association and the Employer agree to use an arbitrator from such listing or any other mutually agreeable arbitrator in any such arbitration.

ARTICLE 37
DRUG TESTING/REHABILITATION

The parties agree that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable drug testing/screening program. Therefore, in order to ensure the integrity of the Department of the State Police and to preserve public trust and confidence in a fit and drug-free law enforcement profession, the Commonwealth and the Association agree to implement a drug testing/screening program and, under appropriate circumstances as set forth throughout this Article, to provide for the rehabilitation of any such employee found to be in violation of this program.

Section 1. Purpose of Drug Testing/Screening Program.

The Department's Drug Testing/Screening Program employs five principles as a means to achieve Departmental goals of providing maximum public service, a workplace free from the effects of drug use and to ensure the fair treatment of employees.

The first principle is a commitment by the Employer and the Department to fairness in testing, free from undocumented and unsubstantiated instances of ordering an employee to be tested and free from harassment by any supervisor. Where there is reasonable suspicion that a supervisor has harassed an employee(s) through the ordering of a test(s) said supervisor shall be subject to investigation and possible disciplinary action.

The second principle emphasizes deterrence from the effects of drug use. As such, the Department will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention and enforcement.

The third principle is detection. To this end, the Department will employ drug-testing in post-incident situations, random testing, testing based on reasonable suspicion and testing done at the time of the annual/biennial physical. All testing will be done by a laboratory certified under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace drug testing programs.

The fourth principle is treatment and rehabilitation. The Department supports rehabilitation for those employees whose job is in jeopardy yet who sincerely desire rehabilitative services. All employees are encouraged to receive help for drug problems through participation in an Employee Assistance Program and/or a recognized, certified Rehabilitation Program.

The fifth principle is enforcement, which is essential if deterrence, rehabilitation and detection are to be successful. All employees must be fit for duty, as defined within this program. As required by the Federal Drug-Free Workplace Act of 1988, this Drug Testing/Screening Program proactively notifies all employees that the unlawful manufacture, distribution, dispensing, possession and/or use of a controlled substance is strictly prohibited at all times and on Department of the State Police property and in the conduct of Departmental business.

Employees found to be in violation of any of the provisions contained in this Drug Testing/Screening Program will be subject to discipline in accordance with standard Departmental procedures involving disciplinary matters and in accordance with the disciplinary authority contained in M.G.L. Chapter 22C. Employees who refuse to be tested when so ordered or refuse to enter an Employee Assistance Program or Rehabilitation Program/Facility after a positive test shall be subject to dismissal. The Department does prefer to institute such discipline as a last resort and is committed to the rehabilitation of the employee and his/her successful re-entry into the workplace.

Section 2. Drug Testing Based on Reasonable Suspicion.

A. An employee shall be subject to an immediate drug test if reasonable suspicion of drug use is determined by the employee's supervisor or other superior officer(s). As used in this Article the term Supervisor or Superior Officer shall only apply to employees holding the rank of Lieutenant and above and shall exclude employees holding the rank of Sergeant.

B. The reasonable suspicion standard for drug testing is based upon a specific objective fact(s) and reasonable inferences drawn from that fact(s), reasonable in light of experience that the individual may be involved in the use of any illegally used drug, controlled substance or marijuana. Reasonable suspicion may be based upon the following or other, comparable fact patterns:

(1) Observable phenomena, such as direct observation of illegal use or possession of drugs and/or the physical symptoms of being under the influence of a drug, controlled substance or marijuana.

(2) A documentable pattern of abnormal conduct or erratic behavior while on duty (i.e.: slurred speech, uncoordinated movement, gait stupor, excessive giddiness, unexplained periods of exhilaration and excitement, impaired judgment, deteriorating work performance or frequent accidents not attributable to other factors).

(3) Arrest, indictment or conviction for a drug related offense or the identification of an employee, through an affidavit, as the focus of a criminal investigation into illegal drug use or trafficking.

(4) Evidence that an employee has tampered with a previously administered drug test and/or has made false or misleading statements to Department personnel regarding past or present illegal use of drugs.

(5) Repeated or flagrant violations of the Department's rules and procedures, which are determined by a supervisor, through an affidavit, to pose a substantial risk of injury or property damage and which are not attributable to other factors and appear to be related to drug use.

(6) A documented, written report of drug use, in affidavit form, provided by reliable and credible sources such as other law enforcement agencies.

(7) Causing an accident with "accident" being defined as an unplanned, unexpected and unintended event which:

(a) occurs on Department property, on Department business or during working hours; and

(b) initially appears to have been caused wholly or partially by an employee; and

(c) results in either:
(i) fatality;
(ii) any injury requiring medical treatment away from the scene of the event; or
(iii) damage to property in excess of $2,500.00

An unplanned, unexpected and unintended discharge of a firearm is also an "accident".

C. The supervisor/superior officer making the initial determination of reasonable suspicion shall document, in writing, all circumstances, information and facts leading to and supporting his/her suspicion. The report will include appropriate dates and times of suspect behavior, reliable/credible sources of information, rationale leading to referral for testing and action(s) taken. The determination of reasonable suspicion shall only be made by those employees holding the rank of Lieutenant or above. Those holding the rank of Sergeant shall not be required to make any determination of reasonable suspicion but shall be required to provide information and/or testimony where applicable.

D. The supervisor/superior officer shall consult with a second supervisor of a higher rank and they shall jointly decide whether reasonable suspicion exists and if the employee shall be referred for testing.

E. The Association shall be notified immediately and all such documentation will be made available to the Association, if approved by the employee. The President of the Association, or his/her designee shall, as soon as reasonably possible, and where practicable, discuss with the supervisor/ superior officer in determining if reasonable suspicion exists for the employee to be ordered to drug testing.

If after such consultation the supervisor/superior officer believes that reasonable suspicion continues to exist the employee will be tested. However, he/she will be allowed to appeal the decision based on the procedures outlined in Section 5 of this Article. If under appeal, the employee will be required to provide a urine sample, as outlined in Section 2H, but such sample shall not be tested until a final determination is made after the appeal process.

F. An employee's refusal to submit to a test when directed to by a supervisor/superior officer will constitute insubordination and the employee will be subject to discipline in accordance with Statutory and Departmental rules, regulations and procedures concerning the imposition of discipline. In addition, an employee will be required to read and sign a consent and release form authorizing the collection and analysis of a specimen and the release of the test results to the Department. Refusal to sign this form will constitute insubordination and the employee will be subject to discipline in accordance with Statutory and Departmental rules, regulations and procedures concerning the imposition of discipline.

G. In those cases where the supervisor determines that the employee's condition or behavior causes a potential threat of harm to himself or others, the employee will be immediately escorted to the collection facility and where there is no other misconduct resulting in suspension the employee shall be placed on paid administrative leave and shall be subject to customary restrictions of such leave.

H. Once an employee has been referred for testing based on reasonable suspicion, it will be the responsibility of the supervisor or superior officer to advise the employee of such decision and to escort the employee to the collection facility. The supervisor or superior officer shall remain with the employee at the collection site until testing is concluded. If the employee so desires, an Association official may accompany him/her to the collection facility to act as an observer. However, the Association official shall comply and not interfere in any way with the procedures identified in Appendix DT/S-I of this Article. Once the collection procedures are over the supervisor or superior officer shall transport the employee to his/her reporting barracks/sub-station and arrange for transportation for the employee to be brought home. The supervisor or superior officer shall also notify the employee that he/she is not to return to work pending receipt of the test results, or until a determination is made that reasonable suspicion was not substantiated.

I. At the time of the drug test, the employee's urine sample will be divided into two collection bottles ("split sampling"). If a specimen is reported as positive, the employee may have the untested specimen independently tested by a laboratory, licensed by the Massachusetts Department of Public Health to perform forensic/drug testing, upon written application to the Colonel and within ten (10) days of the notification of a positive result.

J. At the time that the employee provides a urine sample, the employee shall also provide a confidential, written statement as to whether he/she is using any prescription drugs. If the test is positive the employee must present evidence of the use of prescription drugs which shall include all written confirmation from the employee's prescribing physician and copies of the prescriptions.

K. If an employee tests negative and/or is successful in an appeal of the grounds for a "reasonable suspicion" test, said urine samples shall be destroyed and no material on such test placed in the employee's personnel file. Any employee testing positive shall have the results and any documentation placed in a filing system consistent with Section 4H of this Article.

Section 3. Procedures for Drug Testing.

A. All urine drug testing/screening will be performed under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace testing as described in Appendix DT/S-I, "Procedures for Drug Testing". These procedures call for the use of an Immunoassay Screen (i.e. "EMT") with all positive results tested for confirmation using Gas

Chromatography/Mass Spectrometry (GC/MS) technology.

B. In accordance with M.G.L. Chapter 94C, all drug tests will consist of determinations of the presence of these five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in M.G.L. Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.

C. The order for test submission and the actual testing process and results shall not be implemented for the purpose of substantiating criminal allegations against the subject employee.

Section 4. Consequences of a Positive Test.

A. An employee tested under a "reasonable suspicion" drug test, a random drug test, post-incident drug test or at the time of his/her annual/biennial physical and who tests positive for use of drugs as defined in Section 3(B) may be subject to immediate termination. However, any employee testing positive for the first time shall be allowed to enter a recognized, certified rehabilitation program, in-state or out-of-state, in lieu of discipline with the full support and encouragement of the Department.

B. An employee must provide documentation to the Colonel regarding entry into and successful completion of a drug rehabilitation program. Such documentation will indicate that the rehabilitation program is a certified, recognized program by the Massachusetts Department of Public Health. In addition, the employee shall provide the Colonel with proof of successful completion of said Rehabilitation program.

C. The employee entering a Rehabilitation Program will sign the Rehabilitation Agreement with the Department (Appendix DT/S-2) and abide by its terms and conditions.

D. An employee's seniority will not be interrupted by any in-patient or out-patient participation in a rehabilitation program as provided in this Article.

E. The employee must successfully complete the rehabilitation program before returning to duty except as provided in Section 4F of this Article. Before being re-instated to duty the employee shall meet with the Colonel and the Department's Drug Program Administrator to discuss the Rehabilitation Program and it's completion and to discuss assignment options. Such meeting(s) will be designed to assist the employee's re-entry into the workplace.

F. During any out-patient period of such rehabilitation program, an employee can continue to utilize accrued sick, vacation or other leave credits otherwise available to him/her by the Association-Employer Collective Bargaining Agreement to maintain compensation status. Regular compensation pursuant to the provisions of such Collective Bargaining Agreement shall not be received by an employee participating in an out-patient period of a rehabilitation program; provided, however, that if the Colonel receives from the rehabilitation program written communication advising that active work status is an affirmatively recommended component of the out-patient rehabilitation and that the employee is capable of that status, with full compensation as provided by the Association-Employer Collective Bargaining Agreement, and the Colonel shall determine, upon consultation with the rehabilitation program, the duties to be assigned to the employee and the location of assignment for such employee during the period of the rehabilitation program. During such period, the employee shall not have access to either issued weapon or cruiser.

G. 1. An employee may use accrued sick leave, vacation leave and personal leave credits to attend the rehabilitation program. Such time will date from the assignment to administrative leave.

An employee who uses all accrued time before completion of their rehabilitation program shall be allowed to borrow against future earned time equal to a maximum of one hundred sixty (160) hours broken down as follows: eighty (80) hours sick leave credits and eighty (80) hours vacation leave credits. Once the employee successfully re-enters the workforce all such borrowed time shall be repaid at the rate of one day per month.

2. The Employer will pay the cost of those items not otherwise covered by the employee's health insurance plan for any rehabilitation program pre-approved by the Colonel.

H. Upon such successful completion of the rehabilitation program, all records and documentation regarding the initial determination of reasonable suspicion and all succeeding events associated with the processing of such determination and with the employee's participation in the rehabilitation program will be retained by the Colonel, with strict standards of confidentiality, in a file separate from the personnel file system; provided, however, that the only person having access to such separate file shall be the Colonel, and further provided that if any material from such separate file is used by the Colonel at any time for any purpose, the Colonel shall advise the involved employee of the full details of such usage. The Colonel shall exercise discretion consistent with the confidential nature of such material in any such usage.

I. Any employee's failure to successfully complete the rehabilitation program, where such failure is not based on his/her failure to attend, cooperate with or participate in the rehabilitation program may result in discipline and the employee may be required to undergo further rehabilitation. After a second unsuccessful attempt at rehabilitation, the subject employee may be disciplined, up to and including termination. An employee's failure to successfully complete the rehabilitation program, where such failure is attributable to employee fault regarding attendance at, cooperation with or participation in the rehabilitation program may result in discipline, up to and including termination.

J. Upon return to duty after successful completion of the drug rehabilitation program, the employee shall be subject to random drug screening tests for a period of twenty-four (24) months, during which time any positive test results may result in termination. Any employee refusing to be administered a drug test during said twenty-four (24) month period, when required by the Colonel, shall be terminated. All drug tests required during said twenty four (24) month period shall be deemed the result of a valid determination of "reasonable suspicion" and shall be exempt from the provisions of Section 2 of this Article.

K. In the event an employee's drug dependency can be causally related by competent medical opinion to his/her history of assigned duties with the Department of State Police or the relevant predecessor state law enforcement agency, the Colonel will support any disability retirement application filed by the subject employee.

Section 5. Appeal of Decision to Test Under "Reasonable Suspicion".

A. Should an employee dispute the determination that "reasonable suspicion" exists for requiring his/ her submission to a drug test, as discussed in Section 2 of this Article, the employee shall so notify the Department, by filing Appendix 3 with his/her superior officer at the time a specimen is provided by the employee. The laboratory shall be noticed simultaneous with delivery of the specimen that the test is subject to protest. The sample shall be held and no testing done until a determination is made after the appeal process.

1. The dispute shall be submitted immediately upon provision of the sample, to a member of a neutral panel of arbitrators, agreed to by the Association and the HRD, as identified in Appendix 4 of this Agreement and listed in alphabetical order. Such arbitrators shall have experience in cases dealing with reasonable suspicion and drug testing and procedures associated therewith. The panel shall rotate, and neither party shall have the right to select a specific panel member for a specific dispute. The panel shall be renegotiated by the parties every twenty-four (24) months and continue to be listed in alphabetical order. The arbitrator shall preside over a hearing

within seven (7) days of his/her selection, and shall issue a "bench determination" at the close of hearing as to whether the Department had "reasonable suspicion" to require the test. The Department shall be confined to substantiation of the reasons articulated pursuant to Section 2B of this Article. The employee and the Department shall be entitled to representation at the hearing. The employee shall have the right to refute any of the reasons so articulated.

2. Should the arbitrator determine that the Department had reasonable suspicion, the laboratory shall be instructed to immediately conduct the test on the employee sample. The results of such test shall be forthwith delivered to the Colonel. The Colonel shall notify the employee in question of the results.

   Should the arbitrator determine that the Department was without reasonable suspicion, the employee urine sample and all records associated with the incident shall be destroyed forthwith. The determination of the arbitrator shall be final and binding upon the parties as to whether the Department had reasonable suspicion to require the test.

3. In the event the arbitrator determines that the Department did not have reasonable suspicion to order an employee to provide a sample for testing, the Colonel shall issue a letter of apology to the involved employee.

Section 6. Random Drug Testing.

A. All sworn officers of the Department of State Police will be subject to random drug testing. Such testing will be done during an employee's regularly scheduled shift.

B. Upon notification that an employee is scheduled for Random Drug Testing such employee will appear as required at the location specified for drug testing.

C. The random selection process shall be by computer generated numbers for each sworn officer of the Department. Such computer generated program shall be performed by an outside contractor hired by the Department after consultations with the Association and which specializes in such function.

D. Refusal to report for testing shall constitute insubordination and will result in the imposition of discipline in accordance with Statutory and Departmental rules, regulations and procedures concerning the imposition of discipline.

E. An employee who tests positive after a random drug test shall be subject to the same conditions, found in Section 4 of this Article, as those who test positive under the "reasonable suspicion" drug test.

Section 7. Post- Incident Testing.

A. An employee shall be subject to an immediate post-incident drug test when involved in a "critical incident". A "critical incident" is defined as:

   1. The actions of any on duty employee which results in the death of a person;

   2. The operation of a vehicle on duty or any time in a departmental vehicle off duty by an employee which results in a fatal traffic accident or an accident causing any injury or property damage in excess of $2,500.00;

   3. Where the actions of an employee causes any physical injury or death to a person by the use of a firearm either on-duty or off-duty.

Section 8. Testing At Annual/Biennial Physical.

A. All employees shall be subject to a drug test at the time of their annual or biennial Department physical.

B. Any employee who tests positive will be subject to the conditions of Section 4 of this Article, as those who test positive under the "reasonable suspicion" drug test.

Section 9. Selection of Laboratory and Medical Review Officer.

A. The Department shall contract for laboratory services with a laboratory certified by the Federal Department of Health and Human Services under the Mandatory Guidelines for Federal Workplace Drug Testing Programs. Prior to advertising the RFP for such services the Department will ask the Association for their comments and suggestions on the RFP.

B. As set forth in the Mandatory Guidelines for Federal Workplace Testing Programs there shall be a Medical Review Officer (MRO) chosen to fulfill the function of reviewing the results of the tested employee and protecting the confidential nature of the employee's medical information.

1. The MRO shall be a licensed physician responsible for receiving laboratory drug testing results and who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test result relative to the employee's medical history and other biomedical information.

2. The MRO must hold either a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) degree. In terms of substance abuse disorders, the MRO must be knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.

3. The MRO shall be selected by the Department after the advertisement of an RFP for the position. Prior to advertisement the Association shall be given a copy of the RFP and shall provide the Department with comments and suggestions.

4. The MRO shall not be an employee of the Department nor be an employee or agent or have any financial interest in the laboratory for which the MRO is reviewing drug testing results. Additionally, the MRO shall not derive any financial benefit by having an agency use a specific drug testing laboratory or have any agreement with the laboratory that may be construed as a potential conflict of interest. The purpose of this requirement is to prevent any arrangement between a laboratory and an MRO that would prevent the MRO from reporting a problem identified with a laboratory's test results or testing procedures. Similarly, the laboratory is prohibited from entering into any agreement with an MRO that could be construed as a conflict of interest.

5. The MRO shall have the following responsibilities:

   a. Review the information on the specimen Custody and Control Form and determine that the information is forensically and scientifically supportable.

   b. Interview the donor employee when required.

   c. Make a determination regarding the test result.

   d. Report the verified result to the Department.

   e. Maintain records and confidentiality of the information.

ARTICLE 38
VOTING, CIVIC DUTY, MILITARY, EDUCATION LEAVES

Section 1. Voting Leave.
An employee whose hours of work preclude him/her from voting in a town city, state, or national election shall, upon application, be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

Section 2. Civic Duty Leave.

A. Employees summoned for jury duty will be granted a leave of absence with pay, for time lost from their regular work schedule, while on said jury duty, upon presentation of the appropriate summons by the employee to the Department.

B. An employee who receives jury fees for jury service, upon presentation of the appropriate court certificate of service, shall either:

   1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

   2. remit to the Department the jury fees, if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms or incidentals.

D. An employee summoned as a witness in court, on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with the Department. Except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer who is summoned on a matter arising from the employment.

E. All fees for court service, except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employer shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her of official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not effect any employee rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 3. Military Leave.

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42 or 60 of Chapter 33 of the Massachusetts General Laws, to receive pay, without loss of his/her ordinary renumeration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) as a member of a reserve component of the armed forces of the United States, to receive pay, without loss of his/her ordinary remuneration as an employee under Section 59 of Chapter 33 of the Massachusetts General Laws, as amended.

C. An employee who is a member of a reserve component of the armed forces or the United States and who is called for duty other than the annual tour of duty, not exceeding seventeen days annually shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, has tendered his/her resignation, or otherwise terminated his/her service, for the purpose of serving in the military or naval forces of the United States who does serve or was, or shall be, rejected for such service, shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave. No such person shall be deemed to have resigned from the service of the Commonwealth, or to have terminated such service, until the expiration of two (2) years from the termination of the employee from said military or naval service.

E. This Section shall be construed in conjunction with applicable law.

Section 4. Education Leave.
Employees may be granted a paid leave of absence, in accordance with the policies of the Employer, for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

ARTICLE 39
DURATION

This Agreement shall be for the period January 1, 2000 to December 31, 2002, and the terms and provisions contained herein shall become operative on the date of execution by the Association and by the Employer and shall become effective pursuant to the terms set forth in this Agreement.

Should a successor Collective Bargaining Agreement not be executed by January 1, 2003, the terms and provisions of this Agreement shall remain in full force and effect until a successor Collective Bargaining Agreement is executed and implemented.

At the written request of either party, expeditious negotiations for a successor Agreement will be commenced on or after May 1, 2002.

ARTICLE 40
APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement shall not become effective unless appropriations necessary to

fully fund such cost items have been enacted by the General Court in accordance with Massachusetts General Law, Chapter 150E, Section 7, in which case the cost items shall be effective on the date provided in the Agreement. The Employer shall make such a request to the General Court. If the General Court rejects or does not act upon the request to fund the Agreement within the legislative session in which the request is made, the cost items shall be returned to the parties for further bargaining.

Agreement signed this 28th day of October, 1999.

For the Commonwealth of Massachusetts

Argeo Paul Cellucci
Governor

Andrew S. Natsios, Secretary
Administration and Finance

James J. Hartnett, Jr.
Personnel Administrator

For the State Police Association of Massachusetts

Dean R. Bennett
President

Richard R. Brown
Vice President

John P. Coflesky
Treasurer

Thomas W. Neff
Secretary

William Lewis
Bargaining Committee

Edward Hunter
Bargaining Committee

James Mackin
Bargaining Committee

David Cortese
Bargaining Committee

Thomas F. Greeley
Bargaining Committee

APPENDIX "A"

Schedule of Weekly Salary Rates
Unit 5A

Effective January 3, 1999

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Increment
Trooper	$687.19	$798.35	$819.19	$840.03	$860.87				$20.84
Trooper FC					$903.91	$926.51	$949.67		
Sergeant			$929.42	$953.43	$1,001.16	$1,026.18	$1,051.84	$1,104.43	$24.00

Effective January 2, 2000

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Increment
Trooper	$722.17	$838.99	$860.89	$882.79	$904.69				$21.90
Trooper FC					$949.93	$973.68	$998.01		
Sergeant			$976.73	$1,001.97	$1,052.13	$1,078.42	$1,105.39	$1,160.65	$25.22

Effective January 7, 2001

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Increment
Trooper	$758.93	$881.70	$904.72	$927.73	$950.75				$23.02
Trooper FC					$998.29	$1,023.24	$1,048.82		
Sergeant			$1,026.46	$1,052.97	$1,105.69	$1,133.32	$1,161.66	$1,219.74	$26.51

Effective January 6, 2002

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Increment
Trooper	$797.57	$926.59	$950.77	$974.96	$999.15				$24.18
Trooper FC					$1,049.10	$1,075.33	$1,102.21		
Sergeant			$1,078.71	$1,106.58	$1,161.97	$1,191.01	$1,220.79	$1,281.83	$27.86

APPENDIX "B"

PHYSICAL FITNESS TESTING COMPLAINT FORM

Date:

Time:

Place:

I, _____ without waiving my rights under law or the Association Collective Bargaining Agreement, hereby register the following complaints regarding the conduct of a physical fitness examination administered to me by _____ on and at the above date, time and place:

_____

Employee Signature

_____

Officer in charge of testing

DEPARTMENT OF STATE POLICE

DEFINITIONS

A. **Accident** - an unplanned, unexpected and unintended event which:
   a) occurs on Department property, on Department business, or during working hours; and
   b) initially appears to have been caused wholly or partially by an employee; and
   c) results in either:
      i) fatality;
      ii) bodily injury requiring medical treatment away from the scene of the event; or
      iii) damage to property in excess of $2,500.00.

   An unplanned, unexpected and unintended discharge of a firearm is also an "accident".

B. **Aliquot** - a portion of the urine specimen used for testing.

C. **Chain of Custody** - procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. With respect to drug testing, these procedures shall require that an appropriate drug testing custody form be used from time of collection to time of receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.

D. **Collection Container** - a container into which the employee urinates to provide the urine sample used for a drug test.

E. **Collection Site** - a place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

F. **Collection Site Person** - a person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.

G. **Controlled Substance** - any drug 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 (e.g.: cocaine, marijuana, valium, morphine, anabolic steroids, etc.). The term does not include the use of prescribed drugs which have been legally obtained and are being used for the purpose for which they were prescribed.

H. **DHHS** - the United States Department of Health and Human Services.

I. **DOT** - the United States Department of Transportation administering regulations related to drug testing.

J. **Drug Paraphernalia** - any item which is clearly intended for use for the administering, transferring, manufacturing, testing or storing of a controlled substance and which is not authorized or intended for use in the course of legitimate law enforcement activities.

K. **Illegally-Used Drug** - any prescribed drug which is legally obtainable but has not been legally obtained or is not being used for prescribed purposes, and all designer drugs not listed in the Controlled Substances Act (e.g.: MA, fentanyl, etc.).

L. **NIDA** - the National Institute of Drug Abuse.

M. **Medical Review Officer (MRO)** - a licensed physician responsible for receiving laboratory drug testing results who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test result relative to the employee's medical history and other relevant biomedical information.

N. **Shipping Container** - a container capable of being secured with a tamper-evident seal that is used for transfer of one or more urine specimen bottle(s) and associated documentation from the collection site to the laboratory.

O. **Specimen Bottle** - the bottle that, after being labeled and sealed according to the procedures in this appendix, is used to transmit a urine sample to the laboratory.

PROCEDURES FOR DRUG TESTING

All drug tests administered pursuant to the Department's Substance Abuse Policy will be conducted in strict accordance with the following procedures:

1. **Laboratory Qualifications:** The Massachusetts Department of State Police (the Department) will retain a certified laboratory under the United States Department of Health and Human Services Mandatory Guidelines (DHHS) for federal workplace drug testing programs. The use of a certified laboratory ensures that the highest standards of forensic toxicology are being met.

2. **Controlled Substances:** The following drugs will be tested for:
   a) Marijuana
   b) Cocaine
   c) Opiates
   d) Amphetami
   e) Phencyclidine
   f) Others as deemed appropriate and in accordance with M.G.L. c. 94C.

3. **Security and Chain of Custody**: The selected laboratory will maintain strict security at its laboratory facilities and will strictly adhere to the chain of custody procedures mandated by the United States Department of Transportation (DOT) and the DHHS. This will include:

   a. Use of a standard drug testing custody and control form;

   b. Use of a clean, single-use specimen bottle that is securely wrapped until filled with the specimen, or use of a clean, single-use collection container that is securely wrapped until utilized;

   c. Use of a tamper-proof sealing system designed to ensure against undetected opening and the use of a specimen bottle with a unique identifying number which is identical to the number appearing on the custody and control form;

   d. Use of a shipping container in which the specimen and related paperwork may be transferred and which can be sealed and initialed to prevent undetected tampering;

e. Written procedures, instructions and training to ensure the integrity of the process shall be provided to collection personnel.

4. **Specimen Collection Procedures:**

a. All specimens will be collected at designated collection sites which have necessary personnel certified by the laboratory in accordance with National Institute of Drug Abuse standards. In addition, materials, equipment and supervision to provide for specimen collection, security, temporary storage facilities, and shipping or transportation to the laboratory will also comply with NIDA standards.

b. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe a person may alter or substitute the specimen to be provided. The following are the exclusive grounds constituting reason to believe an individual may have altered or substituted a specimen:

(1) The employee presents a specimen which falls outside normal temperature range (32.5-37.7 degrees Celsius/90.5-99.8 degrees Fahrenheit); and

(a) The person refuses to provide a measurement of oral body temperature; or

(b) Oral body temperature varies by more than 1 degree Celsius/1.8 degrees Fahrenheit from the temperature of the specimen.

(2) The last urine specimen provided by the employee was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;

(3) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g.: substitute urine in plain view, blue dye in the specimen presented, etc.); or

(4) The employee has previously been determined to have used a controlled substance without medical authorization and the test was being conducted under Department procedures providing for follow-up testing upon or after return to service.

In any case where a determination is made by a collection site person to observe a specimen collection, a higher-level supervisor of the collection site person, or the supervisor/superior officer, shall review and concur in such decision in advance. All direct observation shall be conducted by a person of the same gender as the person providing the specimen. In any case where collection is monitored[1] by non-medical personnel, the person shall be the same gender as the person providing the specimen.

c. The following procedures shall be used to ensure the integrity and identity of the specimen:

(1) Toilet bluing agents will be placed in the toilet tanks whenever possible so the reservoir remains blue. Where practical, there shall be no other source of water in the enclosure where urination occurs. If there is another source of water, it shall be effectively secured or monitored so as to ensure it is not used as a source for diluting the specimen.

1 A collection site person "monitors" a collection for this purpose only if he or she is in close proximity to the Employee as the Employee provides the sample, such that the collection site person can hear the Employee's actions.

(2) Upon arriving at the collection site, the employee to be tested shall present the collection site person with proper identification to ensure that he/she is positively identified as the person selected for testing (e.g.: by presenting a driver's license or other photo identification). If the employee's identity cannot be established, the supervisor/superior officer will establish the employee's identification. If requested by the employee, the collection site person shall show his or her identification to the employee.

(3) Prior to providing a sample, the employee will also be required to read and sign a consent and release form authorizing the collection for the specimen, analysis of the specimen for designated controlled substances and release of the test results to the Colonel or his/her designee (hereinafter referred to as "the Colonel").

(4) If the employee scheduled to be randomly tested fails to arrive at the collection site at the assigned time, the collection site person shall contact the Colonel to obtain guidance on the action to be taken.

(5) The employee to be tested will be required to remove any unnecessary outer garments (e.g.: a coat or jacket) that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. The collection site person shall ensure that all personal belongings such as purses or briefcases remain with the outer garments. The employee may retain his or her wallet. If requested, the collection site person shall provide the employee with a receipt for any personal belongings.

(6) The employee shall be instructed to wash and dry his/her hands prior to urination.

(7) After washing his/her hands, the employee shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

(8) The employee may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection person shall provide the employee with a specimen bottle or collection container, as applicable.

(9) The collection site person shall note any unusual behavior or appearance of the employee which may indicate the sample may have been tampered with on the urine custody and control form.

(10) Upon receiving the specimen from the employee, the collection site person shall determine if it contains at least 60 milliliters of urine. If the employee is unable to provide 60 milliliters of urine, the collection site person shall direct the employee to drink fluids and, after a reasonable time, again attempt to provide a complete sample using a fresh specimen bottle or a fresh collection container. The original specimen shall be discarded. If the employee is still unable to provide a complete specimen, the following rules apply:

(a) In the case of a reasonable suspicion test, the employee shall remain at the collection site and continue to consume reasonable quantities of fluids until the specimen has been provided or until the expiration of a period up to eight (8) hours from the beginning of the collection procedure.

(b) If the employee cannot provide a complete sample within the up to eight (8) hour period or at the subsequent collection, as applicable, then the Medical Review Officer (MRO)

shall refer the employee for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen[2]. The medical evaluator shall report his or her findings to the MRO. Upon completion of the examination, the MRO shall report his/her conclusions to the Colonel in writing.

(11) Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measure is critical and in no case shall exceed four (4) minutes.

(12) A specimen temperature outside the range of 32.5-37.7 degrees Celsius/90.5-99.8 degrees Fahrenheit constitutes a reason to believe that the employee has altered or substituted the specimen in accordance with paragraph 4(b)(1) above. This may be cause for the employee to be required to provide another specimen under direct observation. In such cases, the employee supplying the specimen may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe the employee may have altered or substituted the specimen.

(13) Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the custody and control form.

(14) All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

(15) Whenever there is reason to believe that a particular employee has altered or substituted the specimen as provided in paragraph 4(b)(1) or (3) above, a second specimen shall be obtained as soon as possible under the direct observation of a collection site person of the same gender.

(16) To the maximum extent possible, the collection site personnel shall keep the employee and the employee's specimen bottle within sight both before and after the employee has urinated. After the specimen is collected it shall be divided into two collection bottles and it shall be properly sealed (by placement of a tamperproof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection site person shall request the employee to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.

(17) The collection site person, in the presence of the employee, shall place securely on the bottle an identification label which contains the date, the employee's specimen number and any other identifying information provided or required by the Department. If separate from the label, the tamperproof seal shall also be applied.

(18) The employee shall, in the presence of the collection site person, initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him/her.

(19) The collection site person shall, in the presence of the employee, enter on the drug testing Custody and Control Form all information identifying the specimen. The collection site person shall sign the form certifying that the collection was accomplished according to the procedures described herein.

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2 Such a referral is not necessary in pre-employment testing where the Department does not wish to hire the person.

(20) The employee shall be asked to read and sign a statement on the drug testing Custody and Control Form certifying that the specimen identified as having been collected from him or her is in fact the specimen he or she provided. He or she will also have the opportunity to set forth on the form information concerning medications taken or administered in the past thirty (30) days.

(21) The collection site person shall complete the chain of custody portion of the drug testing Custody and Control Form to indicate receipt of the specimen from the employee and shall certify proper completion of the collection process. If the specimen is not immediately prepared for shipment, the collection person shall ensure that it is appropriately safeguarded during temporary storage.

(22) While any part of the above chain of custody procedures is being performed, the urine specimen and custody documents must remain under the control of the involved collection site person.

(23) The collection site person shall not leave the collection site in the interval between presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number and seal initialed by the employee. If it becomes necessary for the collection person to leave during this interval, the collection shall be nullified and (at the election of the Colonel) a new collection begun.

(24) Collection site personnel shall arrange to ship the collected specimen to the drug testing laboratory. The specimens shall be placed in shipping containers designated to minimize the possibility of damage during shipment (e.g.: specimen boxes and/or padded mailers) and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date the specimens were sealed in the shipping containers for shipment. The collection site person shall ensure that the chain of custody documentation is attached or enclosed in each container sealed for shipment to the drug testing laboratory.

(25) If the employee refuses to cooperate with the collection process, the collection site person shall inform the Colonel and shall document the non-cooperation on the drug testing Custody and Control Form.

(26) If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen.

(27) A chain of custody form (and a laboratory internal chain of custody document, where applicable) shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on the form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

5. **Laboratory Procedures:**
   a. Drug testing laboratories shall be secured at all times and shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle the specimens or gain access to the laboratory process or have access to where records are stored.

b. Laboratories shall use chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results during storage, and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate Chain of Custody Form each time a specimen is handled or transferred and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete Chain of Custody Forms for those specimens or aliquots as they are received.

c. (1) When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen bottles within each package to the information on the accompanying Chain of Custody Forms. Any direct evidence of tampering or discrepancies in the information on specimen bottles and the Department's Chain of Custody Forms attached to the shipment shall be immediately reported to the Colonel and shall be noted on the laboratory's Chain of Custody Form which shall accompany the specimens while they are in the laboratory's possession.

(2) Specimen bottles generally shall be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's Chain of Custody Forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

d. Specimens that do not receive an initial test within seven (7) days of arrival at the laboratory shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.

e. Laboratory facilities for urine drug testing will normally process specimens by grouping them into batches. When conducting either initial or confirmatory tests, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of ten percent (10%) controls. Both quality control and blind performance test samples shall appear as ordinary samples to laboratory analysts.

f. (1) The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

	Initial Test Cutoff Levels (ng/ml)[3]
Marijuana metabolites	100
Cocaine metabolites	300
Opiates metabolites	300[4]
Phencyclidine	25
Amphetamines	1000

[3] ng = nanograms
ml = milliliters

[4] 25 ng/ml if immunoassay specific for free morphine

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations. For drugs not listed in (f)(1) above, cutoff levels to be used shall, when available, be those then specified by the DHHS.

g. (1) All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels listed in this paragraph for each drug. All confirmations shall be by quantitative analysis.

		Confirmatory test cutoff levels ng/ml)
Marijuana metabolite[5]		15
Cocaine metabolite[6]		150
Opiates:	Morphine	300
	Codeine	300
Phencyclidine		25
Amphetamines:	Amphetamine	500
	Methamphetamine	500

(2) These cutoff levels are subject to change by the DHHS as advances in technology or other considerations warrant identification of these substances at other concentrations. For drugs not listed in (g)(1) above, cutoff levels to be used shall, when available, be those then specified by the DHHS.

h. (1) The laboratory shall report test results to the MRO within an average of five (5) working days after receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number (accession number).

(2) The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

(3) The MRO shall request from the laboratory and the laboratory shall provide quantification of test results. The MRO shall report whether the test is positive or negative to the Colonel and may report the drug(s) for which there was a positive test, but shall not disclose the quantification of test results to the Colonel. The Colonel shall cause to have transmitted to the employee such results.

(4) The laboratory shall transmit results to the MRO by various electronic means (e.g.: teleprinters, facsimile, or computer) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory and the MRO must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.

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[5] Delta-9-tetrahydrocannabinol-9-carboxylic acid

[6] Benzoylecgonine

(5) The laboratory shall send only to the MRO the original or a certified true copy of the drug testing Custody and Control Form (part 2), which, in the case of a report positive for drug use, shall be signed (after the required certification block) by the individual responsible for attesting to the validity of the test reports, and attached to which shall be a copy of the test report.

(6) The laboratory shall provide to the Colonel a monthly statistical summary of urinalysis testing of sworn personnel and shall not include in the summary any personal identifying information. Initial and confirmation data shall be included from test results reported within that month. This summary shall be forwarded by registered or certified mail not more than fourteen (14) calendar days after the end of the month covered by the summary. Such summary shall also be forwarded to the Association.

Monthly reports shall not include data from which it is reasonably likely that information about sworn personnel's tests can be readily inferred. If necessary, in order to prevent the disclosure of such data, the laboratory shall not send a report until data are sufficiently aggregated to make such an inference unlikely. In any month in which a report is withheld for this reason, the laboratory will so inform the Colonel in writing.

(7) Unless otherwise instructed by the Colonel in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.

i. Long term frozen storage (-20 degrees Celsius or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. The laboratory shall retain and place in properly secured long term frozen storage for a minimum of one (1) year period all specimens confirmed positive, in their original labeled specimen bottles. Within this one (1) year period, the Colonel may request the laboratory to retain the specimen for an additional period of time, but if no such request is received the laboratory may discard the specimen after the end of one (1) year, except that the laboratory shall be required to maintain any specimens known to be under legal challenge for an indefinite period.

j. Because some analytes deteriorate or are lost during freezing and/or storage, quantification for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.

k. The drug testing laboratory shall maintain and make available for at least two (2) years documentation of all aspects of the testing process. This two (2) year period may be extended upon written notification by the Colonel. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports; performance records on performance testing; performance on certification inspections; and hard copies of computer-generated data. The laboratory shall maintain documents for any specimen known to be under legal challenge for an indefinite period.

6. **Reporting and Review of Results:**

a. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. A positive test result does not automatically identify an employee as having used drugs in violation of Department policy. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the MRO prior to the transmission of the results to the Colonel. The MRO review shall include review of the chain of custody to ensure that it is complete and sufficient on its face. The duties of the MRO with respect to negative results are purely administrative.

b. The role of the MRO is to review and interpret confirmed positive test results obtained through the Department's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the employee's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with the procedures set forth herein.

c. (1) Prior to making a final decision to verify a positive test result for an officer, the MRO shall give the employee an opportunity to discuss the test result with him/her.

(2) The Medical Review Officer shall contact the employee directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and medically licensed or certified staff person may gather information from the employee. Except as provided in paragraph (c)(5) of this section, the MRO shall talk directly with the employee before verifying a test as positive.

(3) If, after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact the Colonel who shall direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the employee through the Colonel, the Internal Affairs Division shall employ procedures that ensure, to the maximum extent practicable, that the requirement that the employee contact with the MRO is held in confidence.

(4) If, after making all reasonable efforts, the Colonel is unable to contact the employee, the Department may place the employee on administrative leave with pay.

(5) The MRO may verify a test as positive without having communicated directly with the employee about the test in two circumstances:

(a) The employee expressly declines the opportunity to discuss the test; or

(b) The Colonel has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than five (5) days have passed since the date the employee was successfully contacted by the Colonel.

(6) If a test is verified positive under the circumstances specified in paragraph (5)(b) of this section, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative as per (f) below.

(7) Following verification of a positive test result, the MRO shall refer the case to the Colonel.

d. Before the MRO verifies a confirmed positive result for opiates, he or she shall determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate, or opium derivative (e.g.: morphine/codeine). (This requirement does not apply if GC/MS confirmation testing for opiates confirms the presence of 6-monoacetylmorphine).

e. Should any question arise as to the accuracy or validity of a positive test result, only the MRO is authorized to order a reanalysis of the original sample and such retests are authorized only at laboratories certified by the DHHS and which may be selected by the employee as long as such laboratory is certified by NIDA utilizing the same certification levels referred to in the "Laboratory Procedures", paragraph 5, subparagraph (g) of this policy. The MRO shall authorize a reanalysis of the original sample if requested to do so by the employee within 72 hours of the employee having received actual notice of the positive test. If the retest is negative, the MRO shall declare the final result to be negative.

f. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO shall report the test result to the Colonel as negative and shall include in the report a list of all prescription medications being used by the employee.

g. Additionally, the MRO, based on review of inspection reports, quality control data, multiple samples, and other pertinent results, may determine that the result is scientifically insufficient for further action and declare the test specimen negative. In this situation the MRO may request reanalysis of the original sample before making this decision. The laboratory shall assist in this review process as requested by the MRO by making available the individual responsible for day-to-day management of the urine drug testing laboratory or other employee who is a forensic toxicologist or who had equivalent forensic experience in urine drug testing, to provide specific consultation as required by the Department.

h. Except as provided in this paragraph, the MRO shall not disclose to any third party any medical information provided by the employee to the MRO as a part of the testing verification process.

(1) The MRO may disclose such information to the Colonel only if in the MRO's reasonable medical judgment the information indicates that continued performance by the employee of his/ her safety sensitive function could pose a significant safety risk;

(2) Before obtaining medical information from the employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to third parties as provided in this paragraph and the identity of any parties to whom information may be disclosed.

7. **Protection of Sworn Personnel Records:**
Department contracts with laboratories require that the laboratory maintain sworn personnel test records in confidence. The contracts will provide that the laboratory shall disclose information related to a positive drug test only to the Colonel.

8. **Individual Access to Test and Laboratory Certification Results:**
Any employee who is the subject of a drug test conducted under this policy shall have access to any records relating to his/her drug test and records relating to the results of any relevant certification, review, or revocation-of-certification proceedings.

Positive test results for drugs shall be retained by the Department and processed as in the same manner as are any violations of Department Rules and Procedures. Documentation leading up to or supporting a decision to test where the test is positive shall be retained and/or processed in the same manner as any violation of Department Rules and Procedures.

Appendix DT/S-2

DEPARTMENT OF STATE POLICE
REHABILITATION AGREEMENT

Name: _____ Date:

Department:

Dear _____:

On _____, 19__, the Massachusetts Department of the State Police agreed to your request to seek counseling and referral to a rehabilitation program for drug abuse. The following conditions apply to your rehabilitation program:

1. You must authorize your treatment provider to provide proof to the Colonel and/or his/her designee of enrollment in a rehabilitation program and proof of attendance at all required sessions on a monthly basis.
2. You must adhere to all of the requirements of the drug treatment or counseling program in which you are enrolled.

3. If you are absent from the program during the rehabilitation period without prior authorization, you must promptly submit a written doctor's certificate explaining the reason for such absence. The Department will take disciplinary action if you are absent as a result of drug use.

4. The Employer will pay for all costs of rehabilitation which are not covered under your health insurance plan.

5. During the twenty-four (24) months following the completion of your rehabilitation program, the Department will test you for drug use on a random basis. Such random test will be outside of the random drug testing found in Section 6 of Article 37 of the Agreement. You will be subject to dismissal if you refuse to submit to testing or if you test positive during this period.

6. Failure to comply with all of the above conditions will result in the institution of appropriate disciplinary action. Furthermore, rehabilitation personnel will notify the Department in writing or appear for testimony at administrative and superior court hearings in the event you have not complied with the designated rehabilitation program.

I hereby voluntarily agree to all of the above conditions and authorize my treatment provider to provide the Colonel or his/her designee with proof of my enrollment and attendance at the recommended rehabilitation program. I sign this rehabilitation agreement of my own free will, and without duress.

_____
Employee's Name

_____
Employee's Signature

_____
Date

_____
Colonel's Signature

_____
Supervising Officer's Name

_____
Supervising Officer's Signature

_____
Date

Appendix DT/S-3

DEPARTMENT OF STATE POLICE

Appeal Form
for
Determination of Reasonable Suspicion for Drug Testing/Screening

Date:_____

Time:_____

I, _____ pursuant to the provisions of Section 5 of Article 37 of the Association-Commonwealth Collective Bargaining Agreement, without waiving any of my rights under law and/or contract, hereby appeal the determination that I be ordered to a drug test based on "reasonable suspicion".

Employee Signature: _____

Employee's Name Printed: _____

APPENDIX 4
(To be inserted)

Side Letter of Agreement
(REGARDING HEALTH INSURANCE AND CONSOLIDATION BONUS)

This Side Letter of Agreement is entered into by the Commonwealth of Massachusetts, through it's Human Resources Division, and the State Police Association of Massachusetts. The intent of this Side Letter is to clarify certain understandings reached between the parties during the negotiations for a successor collective bargaining agreement. It shall be agreed to by the parties that:

1. Effective January 1, 1998, the employee contribution for Group Health Insurance shall be 15% of the cost of such insurance and the Employer's contribution shall be 85% of such cost of insurance. Any future contribution shall be subject to the terms of Article 17 of the collective bargaining agreement.

2. The Commonwealth will agree to request an appropriation for sufficient funds in the contractual funding legislation to pay any and all employees represented by the union who were on the Departmental payroll as of July 1, 1992, and did not receive the payment of the $1,500.00 consolidation bonus.

3. The Commonwealth will agree to fund in the contractual funding legislation any and all retroactive payments due employees which represents the 5% differential between the 15% and 10% Group Health Insurance contribution by employees for the period prior to January 1, 1998.

Human Resources Division

Date: 3-20-98

State Police Association of Massachusetts

Date: 3-20-98

Memorandum of Agreement
between the
Commonwealth of Massachusetts
and the State Police Association of Massachusetts
(REGARDING THE 1991 FURLOUGH)

The Commonwealth of Massachusetts (the Employer) and the State Police Association of Massachusetts (the Association), representing Bargaining Unit 5A, agree to the following settlement regarding the 1991 furlough:

1. Employees who were in Bargaining Unit 5A prior to July 1, 1992 and who received bonus vacation credit for time worked during the furlough shall receive payment for said time worked. The rate of said payment shall be the employee's regular base salary rate as of the time of the furlough and shall include any pay supplements to which the employee would then have been entitled, and shall be paid on the basis of one hour's pay for one hour worked, or corresponding fraction thereof. The employee's current vacation balance shall be reduced by the amount of bonus vacation credit received, where said balance has not previously been so reduced. The Department of State Police shall provide the Association with a listing of employees whose vacation balance has been reduced as of the date of this Memorandum.

2. Employees who were in Bargaining Unit 5B prior to July 1, 1992 and who received bonus vacation credit for time worked during the furlough shall receive payment for said time worked. The rate of said payment shall be the employee's regular base salary rate as of the time of the furlough and shall include any pay supplements to which the employee would then have been entitled, and shall be paid on the basis of one hour's pay for one hour worked, or corresponding fraction thereof. The employee's current vacation balance shall be reduced by the amount of bonus vacation credit received.

3. Any employee who was in Bargaining Unit 5A or Bargaining Unit 5B prior to July 1, 1992 and who chooses to retain his/her bonus vacation credit instead of receiving payment for time worked during the furlough as provided in paragraph 1 or 2 above shall provide the Employer with written notification of his/her choice by May 1, 1998.

4. The Employer and the Association agree that this Memorandum represents a full and final settlement of all issues regarding this matter.

5. The terms of this Memorandum shall not establish a precedent for any other matter.

Human Resources Division

Date: 3-20-98

State Police Association of Massachusetts

Date: 3-20-98

Side Letter of Agreement
(REGARDING "CIVILIANIZATION")

This Side Letter of Agreement is entered into between the Commonwealth of Massachusetts, through the Human Resources Division, and the State Police Association of Massachusetts. The intent of this Side Letter of Agreement is to clarify the understanding reached by the parties concerning Article 1, Section 4, "Work Jurisdiction", contained in the current collective bargaining agreement.

It shall be agreed by the parties that:

1. The following functions within the Department of the State Police may be civilianized:

   Management Information System
   Fleet (except Fuel Management and Cruiser Assignment)
   Supply
   Records
   Communications
   Facility Management

2. The Association agrees to withdraw all pending grievances, arbitrations or litigation of any kind concerning past civilianization of positions by the Department.

Human Resources Division

Date: 3-20-98

State Police Association of Massachusetts

Date: 3-20-98

Side Letter of Agreement
(REGARDING THE 4/3 WORK SCHEDULE)

This Side Letter of Agreement is entered into by the Commonwealth of Massachusetts, through it's Human Resources Division, and the State Police Association of Massachusetts. The terms outlined in this Side Letter of Agreement pertain to understandings reached by the parties during the collective bargaining negotiations for the current agreement and the subsequent abolition of the former Side Letter of Agreement pertaining to the 4/3 work schedule.

It shall be agreed by the parties that:

1. The State Police Association of Massachusetts shall withdraw all grievances, arbitrations and litigation relating to the former Side Letter of Agreement which established a 4/3 Work Schedule Pilot Program.

2. The Department of the State Police shall credit those employees who participated in the 4/3 work schedule pilot program (September, 1993-May, 1996) with the following leave days (based on an eight hour day):

   Troop C- Athol Sub-station- five days
   Troop I- South Boston Sub-station- five days

   Troop C (other than Athol Sub-station)- 3 days
   Troop I (other than South Boston Sub-station)- 3 days

   An employee assigned to any of the above Troops/Sub-stations and who participated in the 4/3 work schedule Pilot Program but not for the full time-frame referenced above due to transfer, re-assignment, start date, etc., shall be entitled to receive the same crediting of days as noted above.

Human Resources Division

Date: 3-20-98

State Police Association of Massachusetts

Date: 3-20-98

APPENDIX TO ARTICLE 28 - TRANSFERS

I. **EXISTING NON-BIDDABLE POSITIONS**:

TACTICAL OPERATIONS
AIR-WING UNIT
HOSTAGE NEGOTIATIONS
K-9 UNIT
MARINE UNIT
MOBILE FIELD FORCE UNIT
MOUNTED UNIT
STOP TEAM
UNDERWATER RECOVERY UNIT

TRAFFIC OPERATIONS
ACCIDENT RECONSTRUCTION
COMMERCIAL DRIVERS LICENSING
COMMERCIAL MV ENFORCEMENT SECTION

TRAFFIC PROGRAMS
EQUIPMENT MAINTENANCE
TRAFFIC RECORDS- DOES NOT CURRENTLY EXIST

EMERGENCY MANAGEMENT

COMMUNITY SERVICES UNIT

D.A.R.E

ABUSE VIOLENCE PREVENTION

COMMUNITY POLICING

INCIDENT COMMAND

COMMUNITY ACTION TEAMS (IN ALL TROOPS)

TITLES IN CONTRACT
STATION OR TROOP INVESTIGATORS
TROOP DETAIL OFFICER
COURT OFFICERS
TROOP CLERK

II. THE ASSOCIATION AGREES TO WITHDRAW ALL GRIEVANCES, ARBITRATIONS, AND LITIGATION RELATING TO EXISTING NON-BIDDABLE POSITIONS AS DEFINED ABOVE.

Side Letter of Agreement
(REGARDING ARTICLE 36)

The Commonwealth of Massachusetts and the State Police Association of Massachusetts agree to the following:

The parties agree that, in order to monitor, evaluate and remain apprised of the progress in developing physical ability standards, pursuant to Article 36, a joint Labor/Management Committee shall be established with membership consisting of one (1) member from the Association, one (1) member from the Department of State Police and one (1) member from the Human Resources Division.

Said Committee shall meet no less frequently than once per month in order to discuss and address issues of concern as they occur and become apprised of the progress of the development of the physical ability standards.

Human Resources Division

Date: 3-20-98

State Police Association of Massachusetts

Date: 3-20-98

Side Letter of Agreement
(REGARDING DRUG TESTING)

The Commonwealth of Massachusetts and the State Police Association of Massachusetts agree to the following:

The Commonwealth of Massachusetts agrees that it will not introduce or reference the provisions of Section 20 of Article 35 of the July 1, 1992 to June 30, 1995 Collective Bargaining Agreement in any lawsuit or litigation filed by or on behalf of an individual member of the State Police Association of Massachusetts (SPAM) which contests or challenges the provisions of Article 37 of the January 1, 1997 to December 31, 1999 Collective Bargaining Agreement.

Human Resources Division

Date: 3-20-98

State Police Association of Massachusetts

Date: 3-20-98

Side Letter of Agreement
(REGARDING "ARTICLE 39")

In view of the parties recent dispute regarding retroactive salary increases, the State Police Association of Massachusetts and the Commonwealth have agreed to early commencement of negotiations for a successor Agreement in Article 39 of the current Agreement in order to memorialize their mutual desire to achieve a timely resolution of the successor Agreement.

The Commonwealth

Date: 10/28/99

State Police Association of Massachusetts

Date: 10/28/99

SIDE LETTER OF AGREEMENT
PAID INJURY LEAVE

The Commonwealth of Massachusetts, ("Employer"), and the State Police Association of Massachusetts, ("Association"), acting through their respective, authorized representatives, agree to the following regarding paid injury leave for bargaining unit (5A) employees: the apst practices regarding employee entitlement to paid injury leave, including payment of medical, prescription and other expenses related to employment related injury, as such practices existsed under the Association Employer collective bargaining agreement covering the prior Unit 5A bargaining unit.

The provisions of this Side Letter of Agreement shall not be subject to the grievance/arbitration provisions of the Association-Employer collective bargaining agreement.

COMMONWEALTH OF MASSACHUSETTS

Y: Joseph M. Daly
Joseph M. Daly
Acting Director/
General Counsel
Office of Employee Relations

Dated: July 19, 1995

STATE POLICE ASSOCIATION OF MASSACHUSETTS

By: John D. MacLean
John D. MacLean, President

SIDE LETTER OF AGREEMENT
ASSOCIATION BUSINESS LEAVE

The State Police Association of Massachusetts, ("Association"), and the Commonwealth of Massachusetts, "(Employer"), agree to the following regarding interpretation and application of Article 6 of their collective bargaining agreement; the provisions of Article 6, including the issue of prior approval for leave, shall be interpreted and applied pursuant to the understanding of the parties regarding the practice governing the implementation of such provisions under the Association Employer FY 1989-FY 1990 collective bargaining agreement covering the former Unit SA.

The provisions of this Side Letter of Agreement shall be enforceable pursuant to the grievance/arbitration provisions of the Association—Employer collective bargaining agreement.

COMMONWEALTH OF MASSACHUSETTS

By: Joseph M. Daly
Joseph M. Daly
Acting Director/
General Counsel
Office of Employee Relations

Dated: July 19, 1995

STATE POLICE ASSOCIATION OF MASSACHUSETTS

By: John D. MacLean
John D. MacLean, President

SUPPLEMENTAL AGREEMENT

to the

AGREEMENT

between the

DIVISION OF EMPLOYEE RELATIONS

of the

COMMONWEALTH OF MASSACHUSETTS

and the

STATE POLICE ASSOCIATION OF MASSACHUSETTS

covering

BARGAINING UNIT 5A

Whereas, the parties to the above collective bargaining Agreement seek to clarify the understanding reached during negotiations regarding ARTICLE 17, Recall Procedures, it is agreed as follows:

The provisions contained in ARTICLE 17 (Recall Procedures) shall not be construed to impede the implementation of affirmative action programs developed by departments/agencies in accordance with the goals set forth in ARTICLE 6 (antidiscrimination and Affirmative Action)

Signed this 6th day of December, 1978

For the Union	For the Employer
/s/ Frederick T. Guerriero	/s/ George Bennett

November 15, 1978

E. David Wanger, Esq.
Angoff, Manning, Goldman, Pyle and
Wanger, P.C.
44 School Street
Boston, MA

Dear Mr. Wanger:

In regards to the clarification requested by you in your telephone conversation with Mark Grossman yesterday concerning the clothing allowance article of the State Police Labor Agreement, this will confirm the understanding at our negotiations meeting last Monday, that the ten day eligibility requirement for employees on assignment requiring civilian clothing will include any days of sick leave, compensatory time, vacation or personal leave, for which the employee is paid occurring during the period of such assignment.

Very truly yours
/s/ George Bennett
George Bennett
Director

GB/jak

TO: STATE POLICE ASSOCIATION OF MASSACHUSETTS

FROM: John J. Sullivan, Director

DATE: July 24, 1981

MEMORANDUM OF UNDERSTANDING

CAREER INCENTIVE PAY PROGRAM

If and when Massachusetts G.L. Chapter 41, Section 108L, Career Incentive Pay Program, is repealed or amended to reduce the level of benefits, it is understood and agreed that those employees enjoying benefits under the program during the term of this agreement shall continue to receive such benefits to the extent they were receiving same at the time of repeal or amendment.

M E M O R A N D U M

TO: State Police Association of Massachusetts

FROM: John J. Sullivan, Director

SUBJECT: Creditable Service in Vacation Computation (Vacation Status)

DATE: September 8, 1981

CONTRACT INTERPRETATION MEMORANDUM

"Creditable service" in the computation of Vacation status shall include such prior service employees had in Massachusetts towns, cities, counties or districts, and or Commonwealth employees who were formerly employed by or attached to either branch of the General Court or the office of the Governor or Lieutenant Governor.

Commonwealth employees will be credited with such prior service towards Commonwealth vacation status, provided that such prior service did not occur three or more years before the employees reentered the service of the Commonwealth.

The affected employees must submit to their department/agency head a sworn statement of such prior service, executed by the appropriate official of the political subdivision, in order to credit such prior service toward the employees' Commonwealth vacation status.

JJS/p

ANGOFF, GOLDMAN, MANNING,
PYLE, WANGER & HIATT, P.C.
COUNSELLORS AT LAW
44 SCHOOL STREET BOSTON, MASSACHUSETTS 02108
(617) 723-5500

ALBERT L. GOLDMAN
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WARREN H. PYLE
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JONATHAN P. HIATT
JOHN F. MCMAHON
DAVID B. ROME
WENDY M. SITTNER
*HAROLD L. LICHTEN
LARRY ENGELSTEIN

*ALSO ADMITTED IN NEW YORK AND MAINE

SAMUEL C. ANGOFF (1929-1978)
SIDNEY S. GRANT (1929-1937)

LAURA A. TWEEDALE
LEGAL ADMINISTRATOR

February 22, 1987

Daniel J. Sullivan, Director
Office of Employee Relations
Commonwealth of Massachusetts
Room 1002, McCormack Bldg.
One Ashburton Place
Boston, MA 02108

RE: S.P.A.M. and Commonwealth of Massachusetts: Modification of Article 19, Contractual Grievance Procedure

Dear Sir:

In negotiations resulting in the FY1986-FY1988 collective bargaining agreement between S.P.A.M. and the Commonwealth, the parties agreed to modify Article 19, Grievance Procedure, as follows: at the option of the Association, within the submission time limit of Step IV, the Association can waive the formal Step IV procedure and, upon communication of such waiver to O.E.R., S.P.A.M. and O.E.R. representatives and the Commissioner or his/her designee, shall convene in informal session(s) in an effort to resolve the grievance(s); upon conclusion of such informal settlement effort(s) as determined by S.P.A.M., the grievance(s) shall either be resolved in writing or, failing resolution, O.E.R. shall issue a written answer within the procedural context of Step IV and the Step V procedure shall become operative.

This side letter of agreement is intended to be a part of the S.P.A.M. - Commonwealth collective agreement, and is incorporated into and is made a part of that agreement.

/s/ E. David Wanger
E.David Wanger, Labor Relations Counsel, S.P.A.M.

Agreed To:

/s/ Daniel J. Sullivan
Daniel J. Sullivan, Director
Office of Employee Relations

74
80

ANGOFF, GOLDMAN, MANNING,
PYLE, WANGER & HIATT, P.C.
COUNSELLORS AT LAW
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LARRY ENGELSTEIN

*ALSO ADMITTED IN NEW YORK AND MAINE

SAMUEL E. ANGOFF
(1929-1978)
SIDNEY S GRANT
(1929-1987)

LAURA A. TWEEDALE
LEGAL ADMINISTRATOR

February 22, 1987

John R. McKeon, Deputy Director
Office of Employee Relations
Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108

RE: S.P.A.M. and Commonwealth:
Trooper First Class

Dear Sir:

In negotiations for the FY1986-FY1988 contract between the State Police Association of Massachusetts and the Commonwealth of Massachusetts, the Commonwealth has recognized the rank of Trooper First Class as a component of the Trooper Title and as an appropriate context for bargaining pursuant to M.G.L. c.150E.

/s/ E. David Wanger
E. David Wanger
Labor Relations Counsel
S.P.A.M.

/s/ John R. McKeon
John R. McKeon
Deputy Director
Office of Employee Relations

Department of State Police
General Order

Effective Date	Number
March 18, 1998	ADM - 28

Subject

DEPARTMENT MOTOR VEHICLES

Policy

State owned vehicles shall be operated for official use only.

Commuting in Cruisers

Members with cruisers, who are traveling to and from home to their duty stations or assignments, shall undertake all necessary activities ordinarily performed during motor patrol.

While commuting in a cruiser, all members are to be attired in the required duty uniform unless their usual duties require otherwise.

While commuting with a cruiser, discretion in choosing routes of travel should be used in order to promote the visibility concept on roadways which receive little or no coverage.

A member coming upon an accident scene while in commuting capacity shall immediately notify the substation of jurisdiction. The member shall then assist at the scene until relieved by an officer from the police agency with primary jurisdiction, or receives instructions to take appropriate action. If the accident occurs on a roadway where the State Police has primary jurisdiction and a State Police patrol is not available, he/she shall investigate the accident, advise the substation having jurisdiction of the pertinent details, and make a report of same upon returning to duty.

A commuting member arriving at his/her residence shall ensure that the cruiser is properly secured in a safe place and that all equipment is secured in the trunk. Weapons shall not be left in an unattended cruiser. The vehicle, whenever possible, shall not be parked on a public way. A member may garage a cruiser, at no expense to the Commonwealth, away from his/her residence if the Troop or Section Commander approves the location.

Members shall be required to commute in cruisers, when available, to and from their duty stations and/or assignments and homes, between shifts, unless otherwise authorized by the Troop or Section Commanding Officer.

An asterisk (*) will be marked on the officer's audit sheet to show a violation notice while in commuting capacity.

Subject	Number
DEPARTMENT MOTOR VEHICLES	ADM - 28

Vehicle Maintenance

Members shall be responsible to make certain that cruisers assigned to them are given proper maintenance and care. Members shall also be responsible to make certain that expended or faulty emergency and safety equipment is promptly replaced. Before starting a tour of duty, when returning from days off, each member shall inspect the cruiser assigned them, in order to determine if the vehicle is in good condition and undamaged, and that all equipment prescribed for the vehicle is present and operable. Any deficience shall be recorded in the Station Administrative Journal and corrective action initiated.

Vandalism to an unattended cruiser shall be reported to the member's duty station or assignment as soon as possible after discovery. Any damage to a cruiser or its equipment, sustained while commuting, responding, or on recall, shall be reported as prescribed for regular on-duty status.

Promulgated By: Col Reed Kidd

SIDE LETTER OF AGREEMENT

(Regarding Article 8, Section 1D)

The Commonwealth of Massachusetts, ("Employer"), and the State Police Association of Massachusetts, ("Association"), acting through their respective authorized representatives, agree to the following regarding Article 8, section 1D, Public Emergency or Unusual Demand for Services:

> The events associated with Marathon Monday/Patriot's Day and 4th of July holidays, in and of themselves, will not be considered public emergencies, or unusual demands for services, or a need in the public interest for the purposes of said Section 1D.

The provisions of this Side Letter of Agreement shall be subject to the grievance/arbitration provisions of the Employer/Association collective bargaining agreement, and shall be coterminous with the duration of this Agreement as provided for in Article 39 of said Agreement.

The Commonwealth

Date: 10/28/99

State Police Association of Massachusetts

Date: 10/28/99

SIDE LETTER OF AGREEMENT

(Regarding Article 30, Section B(2), Paid Details)

The Commonwealth of Massachusetts, ("Employer"), and the State Police Association of Massachusetts, ("Association"), acting through their respective authorized representatives, agree to replace the current language for Article 30, Section B(2) Paid Details with the following:

> No employee may work more than a total of sixteen and one-half (16.5) hours in any twenty-four (24) hour period or more than ninety-nine and one-half (99.5) hours in one (1) week, from 12:00 a.m. Sunday until 12.00 a.m. the following Sunday. Further, no employee may work more than a total of five (5) sixteen and one-half (16.5) hour days in one (1) week as previously defined. Work shall be defined to include hours actually worked during regularly scheduled duty, overtime, court time and Paid Details. No employee shall accept a Paid Detail if doing so would require that the employee not work regularly scheduled time or time for other work obligations (such as court appearances) of which the employee is aware.
>
> No employee shall receive any compensation for any hours worked in excess of the limits provided herein unless such hours of work have been approved by the Colonel or his/her designee.

The provisions of this Side Letter of Agreement shall be subject to the grievance/arbitration provisions of the Employer/Association collective bargaining agreement, and shall be a pilot program coterminous with the duration of this Agreement, as provided for in Article 39 of said Agreement.

The Commonwealth

Date: 10/27/99

State Police Association of Massachusetts

Date: 10/28/99