CITY OF FALL RIVER POLICE ASSOCIATION, MUP-7659, 1/6/94. DECISION ON APPEAL OF HEARING OFFICER'S DECISION.

22.1	post-award deferral
25.	Pre-emption
26.2	election of remedies
54.51153	drug/alcohol testing
54.8	mandatory subjects
65.	Interference, Restraint or Coercion
67.42	reneging on prior agreements
67.8	unilateral change by employer
82.3	status quo ante
92.51	appeals to full commission

Commissioners Participating:

William J. Dalton, Acting Chairman
William G. Hayward, Jr., Commissioner

Appearances:

Paul R. Desmarais, Esq. - Representing the City of Fall River

Joseph G. Sandulli, Esq. - Representing the Fall River Police Association

DECISION ON APPEAL OF HEARING OFFICER'S DECISION

On April 24, 1991, Hearing Officer Robert B. McCormack, Esq. issued his decision in this matter, concluding that the City of Fall River (City) had violated various aspects of Massachusetts General Laws, Chapter 150E (the Law).[1] Specifically, the hearing officer found that the City had violated the Law by: 1) unilaterally implementing a "Zero

---

1 The hearing officer's decision is published at 17 MLC 1689.

Tolerance" Policy without first affording the Fall River Police Association (Union) prior notice and an opportunity to bargain in violation of Section 10(a)(5) of the Law; 2) terminating a patrolman pursuant to its unilaterally promulgated drug policy in violation of Section 10(a)(1) of the Law; and, 3) repudiating a settlement agreement in violation of Section 10(a)(5) and derivatively Section 10(a)(1) of the Law.

The City filed a timely appeal, together with a supplementary statement, on May 6, 1991. On May 21, 1991, the Union filed its supplementary statement. We have reviewed the record before us and for the reasons stated below, we modify the hearing officer's decision.

Findings of Fact[2]

The Union is the exclusive collective bargaining representative for a bargaining unit of police officers, sergeants, lieutenants and captains employed by the City's police department. Article XII Miscellaneous, Section 2 Copies of Orders of the parties' collective bargaining agreement in effect for the period covering July 1, 1987 through June 30, 1990 provides:

> Copies of current general orders, special orders, and personnel orders shall be supplied to the Association, and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Association at the time of issuance. The employer further agrees to post any and all new work rules at least 10 days before becoming effective with a copy to the Association except in situations which require immediate or emergency action. Failure to post new work rules shall not occur arbitrarily or capriciously.

On January 20, 1989, the Union filed a charge of prohibited practice with the Labor Relations Commission (Commission) that, in part, alleged that the city failed to give the Union prior notice of a change in departmental meal policy.[3] On or about March 2, 1989,

---

2 The Commission's jurisdiction is uncontested.

3 The Commission docketed the charge and assigned case No. MUP-7274.

the City and the Union executed a settlement agreement which, in relevant part, provided:

> 3. The City will furnish to the Union copies of all departmental orders in accordance with Article 12 Sec. 2 of the contract and the following procedure:
>
> Before orders are circulated or read, the City will personally notify a union officer or steward, furnish him with a copy of the order, and get his signed receipt of the order. In the event that a union officer is not available, the order will be left with the watch commander with instructions to deliver same to the first available union officer.

The city complied with the terms of the settlement agreement on several occasions.

Brian P. Sullivan (Sullivan) was employed as a police officer with the City's police department for approximately three years prior to his arrest on Saturday, August 5, 1989 on two counts of possession of illegal substances and two counts of conspiracy to violate the controlled substances act.[4] While at the Fall River police station, Sullivan and Union President Joseph Cabral met with then Lieutenant Richard Thorpe[5] and Sergeant James Costa, both of the police department's Professional Standards Section.[6] Lt. Thorpe ordered Sullivan to submit to both a blood and urine drug test and informed Sullivan that if he failed to comply with the order, he would be charged with insubordination and disciplined for failure to follow the rules and regulations of the police department. Following consultation with Cabral, Sullivan submitted to the drug tests. Sullivan was suspended from duty pending investigation and further ordered to report to police headquarters on the following Monday, August 7, 1989.

---

4 Sullivan was subsequently tried in Fall River District Court and was found not guilty on all criminal charges.

5 Richard Thorpe was subsequently promoted to the position of Deputy Chief of Operations, a position he held at the time the hearing was conducted.

6 The Professional standards Section is responsible for investigating allegations of police officer misconduct.

On Monday, August 7, 1989, Sullivan reported to Sergeant Costa who directed him to Deputy Chief McDonald.[7] Sullivan was accompanied by Union Treasurer Clifford Bell who was aware that Sullivan had been arrested and had submitted to certain drug tests pursuant to Lt. Thorpe's order. During the course of the August 7, 1989 meeting, Deputy Chief McDonald informed Sullivan that he was no longer on suspension. Rather, Sullivan was permitted to return to restricted office duty, but denied his weapon and police powers. In Sullivan's presence, McDonald handed Bell a copy of a two page document entitled "Fall River Police Department Policy, Subject: Illegal/Controlled Substance Use" with a notation in the upper right hand corner which reads: ADM 46-89, Eff. 5-24-89. McDonald directed Bell's attention to the "Zero Tolerance" Policy found on the second page of the document, and informed Bell that this was the police department's policy that would be invoked if Sullivan's drug tests were positive.[8]

Immediately following the meeting, Bell informed Union President Joseph Cabral of his receipt of the departmental policy and the content of his meeting with McDonald.

---

7 Deputy Chief McDonald was serving as Acting Chief of the City's police department.

8 "Zero Tolerance" Policy The Fall River Police Department hereby notifies all of its employees, sworn and civilian, that a policy of "zero tolerance" regarding the use of illegal drugs and/or controlled substances shall be adhered to. Further, the Fall River Police Department will seek termination of any employee, under Civil Service Guidelines, who is found to be using illegal drugs and/or controlled substances. (Prescribed medication excluded).

All supervisory personnel shall be diligent in their efforts to detect any symptoms of drug abuse and shall, upon reasonable cause, submit to the Chief of Police, forthwith, a report detailing what the supervisor believes that reasonable cause is.

The Chief of police shall determine whether or not reasonable cause exists and, if he does so, shall order said employee to submit to medical tests to determine whether or not the employee has traces of an illegal drug and/or controlled substance in his/her blood and/or urine (prescribed medication excluded). These tests shall be administered in concurrence with current Supreme Court Decisions regulating their administration.

Cabral, in turn, informed Union counsel of both the policy and Sullivan's drug testing. By letter dated August 8, 1989 directed to Acting Chief McDonald, Union counsel protested the City's issuance of the policy without first giving the Union prior notice and an opportunity to bargain. In addition, Union counsel referenced the settlement agreement previously executed by the parties, requested immediate recession of the policy and further requested that the police department refrain from taking further action against Sullivan based on the drug tests. There is no evidence that McDonald or any other agent of the City responded to this letter.

By letter dated September 15, 1989, Ronald Andrade, Chief of Police, informed Sullivan that a just cause hearing would be held on September 21, 1989, before a hearing officer designated by the City. The notice of hearing contained five charges that Sullivan violated the Rules and Regulations of the Police Department. The first four charges reference the drug related offenses which caused Sullivan's arrest. The fifth charge is as follows:

> 5. That on or about August 5, 1989 you did use Illegal Drugs, Marijuana, Chapter 94C, Section 34 as shown by two independent chemical analyses of your urine which both tested positive August 7, 1989 for Marijuana. You are being charged with the use of Class D control substance, Marijuana, Chapter 94C Section #34 as provided for by Rule #13, Section A, Paragraph #12 of the Rules and Regulations of the Police Department.

On November 1, 1989, the City's designated Hearing Officer, Sharon M. Skeels[9] issued her report sustaining all charges leveled against Sullivan. On November 10, 1989, the Chief of Police issued his decision terminating Sullivan pursuant to Section 41 of M.G.L. c.31. As grounds for the termination, the Chief references the findings of Hearing Officer Skeels including the finding that Sullivan used illegal drugs on August 5, 1989 as evidenced by the drug test results.

A grievance challenging Sullivan's discharge was filed pursuant to the grievance

---

9 Sharon M. Skeels is the Personnel Director for the City of Fall River.

arbitration procedure contained in the parties' collective bargaining agreement. The grievance proceeded to arbitration; and, on April 2, 1990, the arbitrator issued his award concluding that the City failed to demonstrate just cause for Sullivan's discharge. As a remedy, the arbitrator ordered Sullivan reinstated, without back pay or other make whole relief, to his position as a police officer.

Prior to May 1989, the police department did not have a written illegal/controlled substance use policy in effect. Rather, the department operated on the premise that certain drugs were considered contraband under Massachusetts laws; and, in the past employees were disciplined for violating laws of the Commonwealth. Although the "Zero Tolerance" Policy contains a notation that it was effective May 24, 1989, the Union was not aware of the existence of the policy, that contains a drug testing provision and the disciplinary penalty for the use of illegal drugs and/or controlled substances, until August 7, 1989.

Opinion

The City's supplementary statement filed in support of its appeal does not specifically challenge the hearing officer's findings and conclusions that the City's implementation of the "Zero Tolerance" Policy constituted not only an impermissible unilateral change in employees' terms and conditions of employment in violation of Section 10(a)(5) of the Law, but also evidenced a repudiation of the terms of a settlement agreement in further violation of Sections 10(a)(5) and (1) of the Law. Having reviewed the record, we first affirm the hearing officer's conclusion that the City's unilateral implementation of the "Zero Tolerance" Policy violates Section 10(a)(5) of the Law. We additionally conclude that this conduct derivatively violates Section 10(a)(1) of the Law.

A public employer violates Sections 10(a)(5) and (1) of the Law when it unilaterally changes an existing condition of employment or implements a new condition of employment involving a mandatory subject of bargaining without first affording its employees' exclusive collective bargaining representative prior notice and an opportunity to bargain to resolution or lawful impasse. Commonwealth of Massachusetts v. Labor Relations Commission, 404 Mass. 124, 127 (1989); School Committee of Newton v. Labor Relations Commission, 388 Mass. 557, 572 (1983); City of Boston, 16 MLC 1429, 1434 (1989); City of Holyoke, 13 MLC 1336, 1343 (1986). In accord with our advisory opinion

issued subsequent to the hearing officer's decision in this case, we concur with the hearing officer's determination that the Union has met its burden of proving, by a preponderance of the evidence, that the "Zero Tolerance" Policy constituted a change in employees' terms and conditions of employment, that the policy implicated a mandatory subject of bargaining, and that the policy was implemented without first giving the Union prior notice and an opportunity to bargain.

The general issue of whether employee drug testing constitutes a mandatory subject of bargaining was first addressed by this Commission in an advisory opinion. Town of Fairhaven (AO-13, Slip opinion August 20, 1992). In the opinion, we expressed our belief that because drug testing is a tool used by an employer to determine an employee's ability or fitness to continue to perform his/her job duties and responsibilities, "the results of a drug test may affect directly an employee's job security, the kind of work to which an employee is assigned, or the conditions attached to continued employment, each of which is a condition of employment subject to bargaining." Next, utilizing the balancing test set forth in Town of Danvers, 3 MLC 1559 (1977), we determined that the interests of a public employer in, inter alia, maintaining a work force unimpaired by drug use does not outweigh or override the interests of affected employees in bargaining about the effects of drug testing on their working conditions. Accordingly, we concluded that the subject of drug testing for public works employees is a mandatory subject of bargaining.

On the basis of the record before us, we see no impediment in concluding that the City's "Zero Tolerance" Policy, that details the conditions under which bargaining unit employees will be disciplined, the disciplinary penalty, and a drug testing provision, constitutes a mandatory subject of bargaining. Unlike our holding in Town of Ayer, 9 MLC 1376 (1982), aff'd sub nom. Local 346, International Brotherhood of Police Officers v. Labor Relations Commission, 391 Mass. 429 (1984), that a public employer is not obligated to bargain with the exclusive collective bargaining representative before requiring police officers suspected of criminal activity to submit to a polygraph as part of an ongoing criminal investigation, we are persuaded that the "Zero Tolerance" Policy was not implemented as part of the police department's criminal investigation of Sullivan, but rather as a term and condition of Sullivan's continued employment.

We next turn to the Hearing Officer's findings and conclusion that by failing to provide the Union with a copy of its "Zero Tolerance" Policy in accordance with the terms

of the parties' prior settlement agreement, the City failed to bargain in good faith in further violation of Sections 10(a)(5) and (1) of the Law. Our examination of the facts of the case leads us to conclude that in 1989, the parties entered into a settlement agreement of a prohibited practice charge pending before the Commission. The terms of the settlement set forth the method and manner by which the City would provide the Union with copies of all departmental orders. In sum, the settlement amplified a similar provision contained in the parties' collective bargaining agreement, which, in part, provided that the City would post any and all new work rules at least ten (10) days before the rule would be effective.

It is well settled that the statutory duty to bargain in good faith encompasses not only negotiations for a collective bargaining agreement but applies equally to the parties' conduct in administering and enforcing contract provisions as well as the settlement of grievances that arise over the interpretation and application of the agreement. City of Quincy, 17 MLC 1603, 1608 (1991). In the absence of differing good faith interpretations of the terms of a settlement agreement, the failure of either party to implement and abide by the terms of the negotiated agreement demonstrates a repudiation of the agreement in violation of Section 10(a)(5) and derivatively Section 10(a)(1) of the Law. Commonwealth of Massachusetts, 18 MLC 1161, 1163 (1991).

The facts establish that the parties entered into a settlement agreement that incorporated and reaffirmed a provision of the parties' collective bargaining agreement that required prior notice to the Union of a departmental work order. On appeal, the City does not dispute the fact that the policy was implemented without giving the Union prior notice, nor does the City contend that the terms of the agreement were ambiguous. Rather, the record reveals that the City complied with this agreement on prior occasions. Accordingly, we conclude that by failing to provide the Union with a copy of the "Zero Tolerance" Policy in accordance with the terms of the parties' agreements, the City failed to bargain in good faith by repudiating its settlement agreement in violation of Section 10(a)(5) and derivatively Section 10(a)(1) of the Law.

The primary focus of the City's appeal challenges the hearing officer's conclusion that Sullivan was terminated pursuant to the City's "Zero Tolerance" Policy in violation of Section 10(a)(1) of the Law.

A public employer violates Section 10(a)(1) of the Law if it engages in conduct that may reasonably be said tends to interfere with, restrain or coerce employees in the exercise

of their rights guaranteed by Section 1 of the Law. Town of Winchester, 19 MLC 1591, 1595 (1992). To establish a violation of this section of the Law, a finding of improper motivation is not generally required. Bristol County House of Correction and Jail, 6 MLC 1582, 1583 (19779). Nor is the subjective impact of the employer's conduct on affected employees the determinative factor. Rather, the focus of the analysis is an objective legal test to determine whether the employer's conduct would have tended to deter a "reasonable employee" from engaging in concerted activity protected by Section 1 of the Law. Town of Winchester, 19 MLC at 1596, 1598.

The facts presented in this case do not support a conclusion that the City's termination of Sullivan constituted a separate, independent violation of Section 10(a)(1) of the Law, and we reverse this conclusion of the hearing officer.[10] Rather, we believe that our determinations that Section 10(a)(1) of the Law was derivatively violated both by the city's unilateral implementation of the "Zero Tolerance" Policy and its repudiation of a settlement agreement appropriately addresses the effect of the City's illegal conduct on the rights of employees guaranteed by Section 2 of the Law.

Conclusion

Accordingly, having reviewed the record in this case, we conclude that the City unilaterally promulgated a "Zero Tolerance" Policy without first affording the Union prior notice and an opportunity to bargain in violation of Section 10(a)(5) and derivatively Section 10(a)(1) of the Law. We additionally conclude that the City failed to bargain in good faith by repudiating a settlement agreement in violation of Section 10(a)(5) and derivatively Section 10(a)(1) of the Law.

Remedy

On appeal, the City challenges the hearing officer's remedial order directing the City

---

10 The city's arguments raised on appeal regarding the hearing officer's order that the city immediately reinstate Sullivan to his former position as a police officer and make him whole for any loss of benefits and wages are addressed in the remedy section of this decision.

to immediately reinstate Brian Sullivan to his former position and make him whole for any economic loss he suffered as a result of the City's decision to terminate him. First, the City asserts that because the parties' collective bargaining agreement provides that an employee must elect whether to proceed to arbitration or to the Civil Service Commission in matters of discipline, the hearing officer was precluded from addressing Sullivan's termination because Sullivan chose arbitration as a forum to determine whether there was just cause for his discharge. The City further contends that because Sullivan selected arbitration, any remedy ordered in this case that affects Sullivan should be limited to that awarded by the arbitrator. We disagree.

A public employee's right to challenge whether a public employer had just cause to impose a certain discipline may be derived, inter alia, from Civil Service statutes and/or a collective bargaining agreement. In this case, Sullivan elected the arbitral forum to decide whether the City had just cause to terminate his employment. In deciding the issue, the arbitrator interpreted and applied the applicable provisions of the parties' collective bargaining agreement. However, Sullivan's grievance challenging his termination does not preclude the Union, as the exclusive collective bargaining representative, from filing and pursuing a charge of prohibited practice before the Commission alleging that the City's conduct in implementing the "Zero Tolerance" Policy violated Sections 10(a)(5) and (1) of the Law. In sum, the issues presented in this case deal with the duty to bargain in good faith which runs between an exclusive collective bargaining representative and a public employer. Our jurisdiction to decide these issues and to frame an appropriate remedy is not preempted by the concurrent processing of Sullivan's grievance.

Section 11 of the Law grants the Commission broad authority to fashion appropriate orders to remedy the City's unlawful conduct.[11] Labor Relations Commission v. Everett,

---

11 Section 11 of M.G.L. c.150E, in part, provides:

If, upon all testimony, the commission determines that a prohibited practice has been committed, it shall state its findings of fact and shall issue and cause to be served on the party committing the prohibited practice an order requiring it or him to cease and desist from such prohibited practice, and shall take such further affirmative action as will comply with the provisions of this section, including but not limited to the withdrawal of

(continued)

7 Mass. App. Ct. 826 (1979). In exercising this authority, the Commission attempts to place the Union in the position it would have been but for the prohibited practice. Natick School Committee, 11 MLC 1387, 1400 (1985). To remedy a unilateral change, the Commission has generally ordered the restoration of the status quo ante until the employer has fulfilled its bargaining obligation, as well as an order that employees be made whole for any economic loss of wages or benefits they may have suffered as a result of the unlawful unilateral change including an award of reinstatement with back pay. Newton School Committee, 5 MLC 1016 (1978), 8 MLC 1544 (1981), aff'd sub nom. School Committee of Newton v. labor Relations Commission, 388 Mass. 557 (1983). And, following a conclusion that a public employer has reneged upon or repudiated a settlement agreement, the Commission usually orders the employer to implement and abide by the terms of the agreement. Massachusetts Board of Regents, 10 MLC 1196 (1983). Having reviewed the record in this case, we see no reason to depart from ordering the standard remedies, including an order that all employees be made whole for any losses they may have suffered as a result of the City's unlawful actions.

We now turn to the issue of whether Sullivan should be included among the employees to be made whole in accordance with our order. The City maintains that the hearing officer erred in determining that Sullivan was terminated pursuant to the "Zero Tolerance" Policy and that the City had probable cause to order Sullivan to submit to drug tests regardless of the uncirculated nature of the policy. In support of this argument, the City asserts that the City's Hearing Officer report, upon which the Chief relied in terminating Sullivan, contained sufficient justification for Sullivan's termination including the criminal charges then pending, and the fact that Sullivan tested positive for drugs. Further, the arbitrator in his award found that it was not clear from the record that the City was acting under the terms of the uncirculated policy when it ordered Sullivan tested for drugs. Accordingly, the City would have us conclude that Sullivan's termination was not a direct result of the City's unlawful conduct. Rather, there were other factors, unrelated to the City's conduct at issue in this case, which by themselves provided just cause to discharge Sullivan.

---

11 (continued)
certification of an employee organization established by or assisted in its establishment by any such prohibited practice. It shall order the reinstatement with or without back pay of an employee discharged or discriminated against in violation of the first paragraph of this section.

Having reviewed the record, we determine that there was sufficient evidence to support the hearing officer's findings and conclusions that Sullivan was tested and discharged pursuant to the "Zero Tolerance" Policy. The unrebutted testimony of Union Treasurer Bell establishes that on August 7, 1993, at the time Deputy Chief McDonald handed Bell the policy he informed Bell that if Sullivan's drug tests were positive, he would be discharged pursuant to the policy. In addition, there is no serious doubt that the positive results of the drug tests were an integral factor in implementing the Policy that, by its terms, automatically triggered Sullivan's discharge.

Finally, immediately upon notice of the existence of the "Zero Tolerance" Policy, the Union, through its counsel, protested its implementation, requested immediate recission of the policy and requested that no further action be taken against Sullivan based on the drug tests. Clearly, the City was on notice that its conduct and any disciplinary action taken against Sullivan based on the policy and the drug test would likely be challenged by the Union. Therefore, for all of the foregoing reasons, we decline to substitute or adopt the arbitrator's remedy which contained a limited make whole order, and order that Sullivan be reinstated to his former position with the City and that he be made whole for any losses he may have suffered as a result of the City's unlawful conduct.

Order

WHEREFORE, IT IS HEREBY ORDERED that the City of Fall River shall:

1. Cease and desist from:
   a) Failing and refusing to bargain collectively in good faith with the Fall River Police Association by unilaterally changing terms and conditions of employment by implementing the "Zero Tolerance" Policy without first giving the Union prior notice and an opportunity to bargain.
   b) Failing and refusing to bargain collectively in good faith with the Fall River Police Association by reneging upon and repudiating the terms of a Settlement Agreement executed in connection with Case No. MUP-7274 City of Fall River.
   c) In any similar manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed under the law.

2. Take the following affirmative action that will effectuate the policies of the Law:

   a) Immediately Rescind the "Zero Tolerance" Drug Policy;

   b) Comply with the terms of the Settlement Agreement executed in connection with Case No. MUP-7274 City of Fall River.

   c) Immediately reinstate Brian P. Sullivan and make him whole for any loss of wages or benefits he may have suffered, plus interest on all sums due calculated in the manner specified in Everett School Committee, 10 MLC 1609 (1984);

   d) Immediately reinstate any other bargaining unit member whose termination was a result of the City's unlawful unilateral implementation of the "Zero Tolerance" Policy and make them whole for any loss of wages or benefits they may have suffered, plus interest on all sums due calculated in the manner specified in Everett School Committee, 10 MLC 1609 (1984);

   e) Upon request by the Union, bargain in good faith to resolution or impasse over the subject of drug testing, including, inter alia, the conditions under which bargaining unit employees will be disciplined, and the disciplinary penalty;

   f) Post immediately in all conspicuous places where employees usually congregate and where notices are usually posted, and maintain for a period of thirty (30) consecutive days thereafter, signed copies of the attached Notice to Employees; and

   g) Notify the Commission in writing within thirty (30) days of receiving this Decision and Order of the steps taken to comply with them.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
LABOR RELATIONS COMMISSION

WILLIAM J. DALTON, ACTING CHAIRMAN

WILLIAM HAYWARD, JR., COMMISSIONER

City of Fall River Police Association, 20 MLC 1352

NOTICE TO EMPLOYEES
POSTED BY ORDER OF
THE MASSACHUSETTS LABOR RELATIONS COMMISSION
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

The Labor Relations Commission has determined that the City of Fall River violated Massachusetts General Laws, Chapter 150E, the Public Employee Collective Bargaining law, by failing and refusing to bargain in good faith by unilaterally implementing a "Zero Tolerance" Drug Policy without first giving the Fall River Police Association prior notice and an opportunity to bargain; and by reneging upon and repudiating the terms of a settlement agreement.

WE WILL NOT refuse to bargain in good faith with the Fall River Police Association over the subject of drug testing.

WE WILL NOT refuse to bargain in good faith with the Fall River Police Association by reneging upon and repudiating the terms of a Settlement Agreement.

WE WILL rescind the "Zero Tolerance" Drug Policy.

WE WILL immediately reinstate Brian P. Sullivan and make him whole for any loss of wages or benefits he may have suffered, plus interest on all sums due calculated in the manner specified in Everett School Committee, 10 MLC 1609 (1984).

WE WILL immediately reinstate any other bargaining unit member whose termination was directly attributable to the city's unlawful unilateral implementation of the "Zero Tolerance" Drug Policy and make them whole for any loss of wages or benefits they may have suffered, plus interest on all sums due calculated in the manner specified in Everett School Committee, 10 MLC 1609 (1984).

WE WILL, upon request by the Fall River Police Association, bargain in good faith to resolution or impasse over the subject of drug testing.

_____
Chief of Police, City of Fall River