

AGREEMENT BETWEEN
THE CITY OF PITTSFIELD
AND
PITTSFIELD EMERGENCY TELECOMMUNICATIONS
DISPATCHERS
IUE-CWA , LOCAL 81256
July 1, 2016 – June 30, 2019

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PREAMBLE

This agreement is entered into as of the 1ST day of July, 2016, by and between the CITY OF PITTSFIELD (hereinafter, the "City") and the PITTSFIELD EMERGENCY TELECOMMUNICATIONS DISPATCHERS, IUE-CWA, LOCAL 81256 (hereinafter, the "Bargaining Unit"), acting as the recognized bargaining representative of the members thereof.

ARTICLE I
RECOGNITION

The city recognizes the Bargaining Unit as the exclusive bargaining agent for its membership (including the ETD Supervisor and ETD Assistant Supervisor). The City agrees not to discharge or discriminate in any way against any employees covered by this Agreement for Bargaining Unit membership or activities.

ARTICLE II
MANAGEMENT RIGHTS

The Bargaining Unit recognizes that the City retains the exclusive right to manage its affairs, including but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the workforce, and to conduct its operations in an effective manner.

ARTICLE III
BARGAINING UNIT DUES AND AGENCY SERVICE FEE

Members shall tender membership dues by signing an Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues, the City agrees to deduct Bargaining Unit membership dues levied in accordance with the Constitution of the Bargaining Unit from the pay of each member who has executed such form and remit the aggregate amount to the Treasurer of the Bargaining Unit along with a list of members who have had said dues deducted. Such remittance shall be made monthly.

In accordance with Chapter 1078 of the Acts of 1973 (M.G.L. c. 150E, §12), it shall be a condition of employment that all employees in the bargaining unit who are not members of the Bargaining Unit and who have been employed for thirty (30) days or more, shall pay to the Bargaining Unit an Agency Service Fee. Such fee shall be paid commensurate with the periodic dues charged by the Bargaining Unit to its members. The Bargaining Unit will indemnify, defend, and hold the City harmless against any and all claims made and against any suit instituted against the City on account of any check-off of dues or agency service fee provision.

ARTICLE IV
CIVIL SERVICE

The City and the Bargaining Unit agree to recognize and adhere to the civil service law for as long as the parties are covered by its provisions. Seniority shall be determined by this law and may be utilized to apply for vacant positions within the bargaining unit.

Home Rule Petition to Eliminate Civil Service: The Bargaining Unit agrees to support the City in the event that the City files a home rule petition to eliminate civil service. If, during the life of this agreement, the civil service law is abolished by legislative action or through home rule petition, the pertinent provisions of employee coverage that are no longer applicable by such abolition shall be replaced by the following:

FOR ALL PERMANENT CIVIL SERVICE MEMEBERS: The City will apply M.G.L. c. 31 to all members of the bargaining unit who have permanent civil service status at the time of the elimination of civil service, and such grandfathered status under M.G.L. c. 31 will continue to apply throughout the period of the

employee's continuous employment with the City as a member of the bargaining unit. In addition, members separated from positions as a result of layoff under M.G.L. c. 31, §41 shall be reinstated after being given written notice by first class mail.

FOR ALL PROVISIONAL CIVIL SERVICE MEMBERS AND MEMBERS HIRED AFTER THE ABOLITION OF CIVIL SERVICE:

Just cause, notice, hearing, decision, appeal: After the completion of a six-month probationary period, no member shall be discharged, removed, suspended, laid off, involuntarily transferred, reduced in rank or compensation, nor his or her position be abolished except for just cause. Prior to being discharged, removed, suspended for a period of more than five (5) days, laid off, or reduced in rank or compensation, the member will be given a hearing before the Department Head, or his/her designee, after being provided with a written notice of the time and place of such hearing and the action contemplated and the specific reason or reasons for such action at least three (3) business days prior to the holding thereof, except that if the action contemplated is a layoff because of lack of work, lack of money, or abolition of position, the member shall be given at least seven (7) business days prior notice. Within seven (7) business days after the completion of the hearing, the member shall be given a written notice of the decision which shall state fully and specifically the reasons therefor. Thereafter, the member may, within thirty (30) calendar days after said action has been taken, request binding arbitration in accordance with Step 3 of the Grievance and Arbitration Procedure outlined in Article XII.

Suspension of five (5) days or less: A member may be suspended for just cause for a period of five (5) days or less by the Department Head, or his/her designee, without a hearing prior to such suspension. Within twenty-four (24) business hours after imposing a suspension under this paragraph, the member suspended shall be provided with a written notice stating the specific reason or reasons for the suspension. Within forty-eight (48) business hours after receipt of such notice, the member may file a written request for a hearing before the Department Head on the question of whether there was just cause for the suspension. If such request is filed, the member shall be given a hearing before the Department Head, or his/her designee, within five (5) business days after receipt by the Department Head of such request. Whenever such hearing is given, the Department Head shall give the member suspended a written notice of his/her decision within seven (7) business days after the hearing. Thereafter, the member may, within thirty (30) calendar days after said action has been taken, request binding arbitration in accordance with Step 3 of the Grievance and Arbitration Procedure outlined in Article XIV.

Seniority: Seniority, for purposes of layoffs, and job postings and bidding, is determined by length of consecutive service in the bargaining unit from last date of hire by the City. Service for purposes of layoffs, job postings, and bidding is not broken by approved unpaid leaves of absence or any paid leaves of absence. Where members are hired on the same day, seniority shall be on the basis of the City's receipt of their employment applications.

Layoffs and reinstatement: Any member who has completed his/her six-month probationary period and becomes separated from his/her position because of lack of work, lack of money, or abolition of position shall be separated from employment according to his/her seniority and shall be reinstated in the same unit and in the same positions or positions similar to those formerly held by them according to such seniority, so that members with the most seniority shall be retained the longest and reinstated first. Members separated from positions under this paragraph shall be reinstated after being given written notice by first class mail prior to the appointment of any other applicants to fill such positions or similar positions, provided that the right to such reinstatement shall lapse at the end of the five (5)-year period following the date of such separation.

Job postings and bidding: When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place. The notice shall list the pay, duties and qualifications and shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period, and the City shall award the position to the most qualified applicant. In cases where qualifications and abilities are relatively equal, seniority shall be the determining factor. If there were no qualified applicants for the posted

position, the City may fill the position from outside the bargaining unit.

Vacancy: A vacancy is an opening, which the City determines to fill, caused by promotion, demotion, retirement, resignation, transfer, termination, death or the availability of new positions.

Probationary period: Each employee will serve a six-month probationary period, during which demotions, suspensions, and/or discharges or any other form of discipline are not subject to the Grievance and Arbitration Procedure, Article XIV.

ARTICLE V HOURS OF WORK AND OVERTIME

The work schedule for all full-time bargaining unit members shall be four (4) consecutive days on and then two (2) consecutive days off, which consists of regular shifts of eight (8) hours and thirty-seven and one-half (37 ½) hours of pay per week. The cycle shall repeat itself every six (6) days. The shifts will be as follows: 1st shift - 12 a.m. to 8 a.m.; 2nd shift - 8 a.m. to 4 p.m.; and 3rd shift - 4 p.m. to 12 a.m. Overtime, if a member is required to work for any period in excess of his or her regular hours of duty, shall be paid at the rate of one and one-half (1.5) times the basic hourly rate of his or her regular compensation for his or her average weekly hours of regular duty.

Full-time employees are given preference for additional hours on the first and second day of an absence of three or more consecutive workdays, with such overtime being assigned based on a city-seniority rotating list, which includes the Emergency Telecommunications Dispatcher Supervisor and the Emergency Telecommunications Dispatcher Assistant Supervisor. Part-timers are then given preference for additional hours from the third day of an absence of three or more consecutive work days.

ARTICLE VI VOLUNTARY OVERTIME

The following departmental policy will apply to the filling of vacancies by Emergency Telecommunications Dispatchers:

When scheduled time has been posted and no Emergency Telecommunications Dispatcher has requested to fill the vacancy within forty-eight hours of the start of the vacant shift, the Chief of Police or supervisor in charge may mandate the overtime to an Emergency Telecommunications Dispatcher.

When there is no scheduled time off, but an Emergency Telecommunications Dispatcher is unable to work a shift, Emergency Telecommunications Dispatchers have preference to fill the shift up to two hours before the beginning of the vacant shift. After that time, the Chief of Police or supervisor in charge may mandate the overtime to an Emergency Telecommunications Dispatcher.

Voluntary overtime will be offered in the following order:

1. The off-group employee from the vacant shift.
2. The off-group employees from the other two shifts by seniority.
3. Four hours each from the employees working the shifts preceding and following the vacant shift.
4. Part-time bargaining unit members.
5. Qualified non-bargaining unit employees.

ARTICLE VII
MANDATORY OVERTIME

In the event that it becomes necessary to mandate bargaining unit members to work outside their normal work schedule, they will be mandated in the following order:

1. The employee next in line from the mandatory list, provided he/she is not scheduled to work the full shift preceding or following the vacant shift.
2. Four hours each from the employees next in line from the mandatory list.
3. The off-group employee from the vacant shift.
4. The off-group employees from the other two shifts, provided they are not scheduled to work the full shift preceding or following the vacant shift.
5. Four hours each from the employees working the shifts preceding and following the vacant shift.

Call-ins are the responsibility of the Dispatch Supervisor and Assistant Dispatch Supervisor or their designee.

ARTICLE VIII
SICK LEAVE/SICK LEAVE CONVERSION

Sick Leave: Disability of employees not resulting from performance of duty: All full-time members of the bargaining unit shall continue to receive their regular compensation during the period of their absence from duty because of disability resulting from personal injuries, sickness or illness and not arising out of and in the course of their employment. Compensation for such disability shall be accumulated at the rate of one (1) day for each three (3) weeks of service in the preceding twelve (12) months, but not more than fifteen (15) days in any calendar year and shall be credited on the first day of January. Holidays and any other day or days not included in the normal workweek shall not be included in the computation of the number of days allowed hereunder. The unused portion of any sick leave allowed hereunder may be accumulated on an unlimited basis. In cases of undue hardship, Department Heads, at his or her discretion, may allow an employee to use his/her accrued sick leave prior to the January 1 crediting date.

Sick Leave Conversion: Upon separation of service with a minimum of ten years service, a bargaining unit member or his/her designated beneficiary shall be compensated for each day of accumulated sick leave due to him or her at fifty percent (50%) of the rate of pay immediately prior to separation from service and such accumulation shall not exceed one hundred forty (140) days.

ARTICLE IX
PERSONAL LEAVE/FUNERAL LEAVE

Personal Leave: All bargaining unit members shall be granted three (3) personal days with pay in each calendar year, which shall not be deducted from accumulated sick leave and shall not be cumulative.

Funeral Leave: All bargaining unit members shall receive his/her regular compensation during absence from work due to the death of a parent, grandparent, grandchild, stepparent, husband, wife, child, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Such absence is limited to three (3) days per occurrence (except for aunt or uncle by blood or marriage, niece or nephew which shall be limited to two (2) days per occurrence).

ARTICLE X

PARENTAL LEAVE/FAMILY MEDICAL LEAVE/SMALL NECESSITIES LEAVE/ SPECIAL LEAVE

Parental Leave: The City grants employees leave in accordance with the provisions of M.G.L. c. 149, §105D.

Family Medical Leave: The City grants employees leave in accordance with the provisions of the City's Family and Medical Leave Policy.

Small Necessities Leave: The City grants employees leave in accordance with the provisions of M.G.L. c. 149, §52D.

Special Leave: The City grants employees special leave in accordance with §16-17(c) of the Pittsfield City Code.

ARTICLE XI
HOLIDAYS

All bargaining unit members shall receive their regular compensation for the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

ARTICLE XII VACATIONS

For all full-time members, with the exception of the former Fire Alarm Operator, vacation may be taken with pay as follows:

Two (2) weeks, or eighty (80) hours, after one (1) year of service

Three (3) weeks, or one hundred twenty (120) hours, after five years of service Four (4) weeks, or one hundred sixty (160) hours, after ten years of service

Four (4) weeks and two (2) days, or one hundred and seventy-six (176) hours, after fifteen years of service

Five (5) weeks, or two hundred (200) hours, after twenty (20) years of service

For the former Fire Alarm Operator, vacation may be taken with pay as follows:

Four (4) weeks, or two hundred twenty four (224) hours, after ten years of service Five (5) weeks, or two hundred eighty (280) hours, after twenty (20) years of service

Vacation is credited on January 1st of each year. Vacation does not extend beyond the calendar year and is not cumulative. All such vacation shall be granted by the Police Chief or his/her designated supervisor at such time as in their opinion will cause the least interference with the performance of the regular work of the City.

ARTICLE XIII
HEALTH INSURANCE/LIFE INSURANCE

Health Insurance: Health insurance is covered by a Public Employee Committee Agreement (P.E.C.) which is attached to this Agreement.

Life Insurance: The City agrees to pay 50% of the monthly premium on its employees' group life insurance, which is presently at a face value of \$10,000.

ARTICLE XIV
GRIEVANCE AND ARBITRATION PROCEDURE

Purpose: A grievance is a written dispute, claim or complaint concerning the interpretation or application of this agreement as it applies to wages, hours or working conditions and may be filed by either the Union or an employee in the bargaining unit.

Procedure:

Step 1: The grievance shall be submitted in writing to the Chief of Police within ten (10) calendar days of the grievance or its, his, or her knowledge of the occurrence. The Chief shall meet with a Union representative and attempt to resolve the problem and file a written response within ten (10) calendar days of receipt of the grievance.

Step 2: If the answer of the Chief is not satisfactory or if no answer is received, the grievance shall be submitted to the Mayor within ten (10) calendar days of receipt of the Chiefs answer or within ten (10) calendar days from the date that the Chiefs answer is due. The Mayor, or his or her designee, shall respond in writing to the grievance within ten (10) calendar days of receipt thereof.

Step 3: In the event that the Mayor fails to respond or responds unsatisfactorily, the grievance may be submitted for binding arbitration to the American Arbitration Association within thirty (30) days of receipt of the Mayor's response or within thirty (30) days from the date that the Mayor's response is due. The expenses for arbitration shall be borne equally by the union and the employer.

Choice of forums: Should the matter involved in a grievance pertain to M.G.L. c. 31, the grievance may be appealed either to the Civil Service Commission or under the provisions of Step 3, but not both.

ARTICLE XV WAGES

All wages shall be paid as follows:

FISCAL YEAR July 1, 2016 – June 30, 2017: 1.5% increase (retroactive)

FISCAL YEAR July 1, 2017 – June 30, 2018: 1.5% increase (retroactive)

FISCAL YEAR July 1, 2018 – June 30, 2019: 1% increase, then \$700 added to the pay scale of employees who have 15 years or more of service with the bargaining unit.

(See enclosed wage schedule which is attached to this Agreement)

Payroll: Issued on a by-weekly basis on Fridays.

ARTICLE XVI UNIFORMS/FOOTWEAR ALLOWANCE

Uniforms: The City agrees to provide uniforms for bargaining unit members. Once the uniforms are provided, employees will be required to wear their uniform during work. It is the employee's responsibility to clean their uniforms as needed.

Footwear allowance: All full-time bargaining unit members shall receive an annual footwear allowance of \$200.00.

ARTICLE XVII
SHIFT DIFFERENTIAL

Full-time members of the bargaining unit who work the 16:00 to 24:00 shift and the 24:00 to 08:00 shift shall be paid a ten percent (10%) shift differential. For all full-time bargaining unit members, there shall be no loss of this differential when the employee is on workers' compensation, vacation, personal leave or paid sick leave.

ARTICLE XVIII
EQUAL OPPORTUNITY & NON-DISCRIMINATION

To give equal employment and advancement opportunities to all people, we made employment decisions based on each person's performance, qualifications, and abilities. The provisions of this agreement shall apply to all employees and the City does not discriminate in employment opportunities or practices on the basis of age, race, color, religions, sex, marital status, sexual orientation, gender/gender identity, national origin, disability, veteran status, or any other characteristic protected by law.

ARTICLE XIX LONGEVITY

Full-time members of the bargaining unit shall receive the following longevity increments:

After completion of five (5) years of service:	\$3.00 per week
After completion of ten (10) years of service:	\$8.00 per week
After completion of fifteen (15) years of service:	\$10.00 per week
After completion of twenty (20) years of service:	\$12.00 per week
After completion of twenty-five (25) years of service:	\$15.00 per week

All payments made under this section shall not be included in the basic or regular rate of compensation for the purpose of computing compensation for holiday work, overtime or call-in pay.

In determining whether an employee is entitled to additional compensation due to seniority, and the amount thereof, where the employment has not been continuous, all periods of employment with the City shall be added to each other except where the employment was terminated through fault, deficiency, resignation or an act of the employee, and such separation from the employment exceeds sixty (60) days.

The employee shall be entitled to the additional compensation under this section commencing on the first payroll period following the time when the employee shall have completed the necessary period of service set forth above.

ARTICLE XX
C.O.P.E. DEDUCTIONS

So long as the City's payroll system has the capabilities, the City agrees to deduct from each pay period a specific amount of money from the wages of employees who voluntarily submit written authorization on forms provided by the Union for such deductions. The City shall transmit such forms to IUE COPE, 1126 16th Street N.W., Washington, D.C. 20036. These deductions will be accumulated monthly and transmitted by the last pay period of each month along with a list of names, social security numbers and the amount deducted for each employee.

ARTICLE XXI
EMERGENCY OR CARDIAC PULMONARY RESUSCITATION

Any bargaining unit member who administers C.P.R. or other emergency treatment, or who is present during the course of said treatment, where exposed to a person with a positive test to an infectious or communicative disease, shall, upon request, receive at the City's expense, an immediate physical examination at Berkshire Occupational Health.

ARTICLE XXII
CALL-IN PAY

Full-time bargaining unit employees who are called in to perform work or render service outside of their regular working hours will, for each such occurrence, be paid a minimum sum equal to their compensation for four (4) hours at their regular rate of compensation. This minimum pay provision will not apply to work performed or services rendered immediately before or after the regular scheduled work of any employee, and without interruption or cessation except for meals.

ARTICLE XXIII
SHIFT ASSIGNMENT

During the month of December of each year, full-time members of the bargaining unit may submit a written request on forms to be provided for a position on any available shift. Once all requests are received, the City shall make a master list according to union seniority preference of all requests. Shift staffing will be determined in accordance with seniority in descending order. All shift changes will take effect on or about January 15th of each year. All shift assignments will be effective for a period of one year. In the event of an emergency situation, the City may request volunteers for temporary reassignment from their assigned shift. If there are no volunteers, the City may reassign employees on an inverse seniority basis for up to thirty (30) days. If the emergency situation is of a nature that it will last beyond the thirty (30) day period, the City shall meet with the Union to determine if the condition mandating the reassignment still exists. Prior to any such involuntary reassignment, the City shall notify the Union and any affected employee in writing of the reason for the reassignment.

The Emergency Telecommunications Dispatcher Supervisor and Emergency Telecommunications Dispatcher Assistant Supervisor will not take part in the shift bidding process outlined above as the employees in these positions will be assigned to shifts.

ARTICLE XXIV
TRAVEL/MEALS

Travel: Members who while on duty at the request of the City or its designee uses a private vehicle for City business will be reimbursed for mileage at the Internal Revenue Service rate. In addition, members will be reimbursed upon proof of travel- related expenses, such as parking and tolls.

Meals: Members who, while on duty at the request of the City or its designee, purchase meals will be reimbursed for said meals in the following amounts:

Breakfast - \$5.00 Lunch - \$10.00 Dinner- \$15.00

ARTICLE XXV
EDUCATION

Full-time bargaining unit employees who successfully complete a job-related educational course or seminar will be reimbursed by the City in an amount up to one hundred twenty five (\$125.00) per calendar year.

ARTICLE XXVI
COURT TIME

Members who attend court at the request of the City will be compensated at one and one- half (1.5) times the employee' s regular rate of pay for all such time, but in no event will the compensation be less than four (4) hours.

ARTICLE XXVII
BULLETIN BOARDS

The City will provide one bulletin board to the Bargaining Unit for its exclusive use in a place to be selected by the Police Chief after consultation with the Bargaining Unit.

ARTICLE XXVIII
NEW HIRE ORIENTATION

The City shall notify the Bargaining Unit of all new hires.

ARTICLE XXIX
DRUG AND ALCOHOL POLICY

The parties have agreed upon a Drug and Alcohol Policy, which is incorporated herein by reference.

ARTICLE XXX
PAYMENT FOR EARLY NOTICE OF INTENT TO RETIRE

On the conditions set forth below, the City shall pay to any member who so qualifies, the sum of \$1,000 for his/her having provided early notice of intent to retire. Said payment shall be made in the last paycheck issued during that member's employment.

1. As used herein, "early notice of intent to retire" shall mean the member's typed and signed notice, given on the form as follows:

(Name)
Chief of Police
Pittsfield Police Department
39 Allen Street
Pittsfield, MA 01201

Dear Chief (Name):

In accordance with Article XXVII of the collective bargaining agreement between the City of Pittsfield and the Emergency Telecommunications Dispatchers, IUE-CWA, Local 81256, I, (Name), hereby submit notice of my intent to retire from the City of Pittsfield Police Department Dispatch Center effective on (Date). In so doing, I claim the benefit stated in this Article of the Agreement that is due me upon my retiring from said employment.

I hereby state that to the best of my knowledge, I am eligible to retire under the rules of the Pittsfield Retirement Board.

I recognize that, except under the conditions set forth in this Article of the Agreement, if my retirement is not effective on the above day, my resignation will be effective on the above date, and may not be revoked. Should I be considered resigned from employment on the above date, because my retirement is not effective on the above date, I will still be eligible for the benefit stated in this Article of the Agreement.

Signature: _____ Date: _____

cc: City of Pittsfield, Personnel Department

2. The payment set forth in subsection A above shall be owing and due the member only if:
 - a) the member is otherwise eligible to retire pursuant to the rules of the Pittsfield Retirement Board;
 - b) the member's early notice of intent to retire is irrevocable save under the conditions set forth in subsection B below; and
 - c) the member's retirement or resignation occurs on the date so stated in the notice, which is at least one (1) year from the date of the notice, which was provided forthwith to the Chief of Police, with a copy to the City of Pittsfield Personnel Department.
3. Notice of intent to retire under this provision shall be revocable only with the consent of the prospective retiree and the City of Pittsfield, and only under extraordinary circumstances. Any request to revoke a notice of intent to retire submitted under this section shall, if contested by the City of Pittsfield, be decided by a majority vote of a committee composed of four (4) members, two (2) being members of the bargaining unit, one (1) being the Chief of Police or his/her designee, and one (1) being the Mayor or his/her designee. The decision of said committee shall be final and shall not be subject to the grievance and arbitration procedure.
4. Except as set forth in this section, no member shall receive any payment from the City for an early notice of intent to retire.

ARTICLE XXXI
UNION BUSINESS LEAVE

Members of the bargaining unit as may be elected or designated as delegates to represent the bargaining unit shall be granted leave from duty, with no loss of pay, under the following terms and conditions:

1. It is understood and agreed that although members may be paid for Union Business Leave, they are not to be considered as being within the scope of their employment while traveling to, attending or returning from any convention or any other leave allowed under this article.
2. The Union shall select not more than one (1) Union steward whose name shall be furnished to the Chief who shall be granted reasonable time off if necessary during working hours to investigate and resolve grievances without loss of pay. The Steward, however, shall obtain permission from the Police Chief for the time referred to herein.
3. Two (2) members of the Union Negotiating Committee shall be granted leave from duty with no loss of pay for all meetings between the City and the Union for the purpose of collective bargaining, with prior notice to the Police Chief. Such leave includes contract mediation, fact-finding and arbitration while negotiating or impasse resolution procedures are in progress. For hearings or arbitration proceedings, the Union President or designee may attend without loss of pay.
4. One (1) elected officer of the Union shall be granted time off without loss of pay for educational conferences, seminars and training directly related to labor management relations and his/her duties allowed hereunder, not to exceed a total of two (2) days per calendar year, after seeking permission from the Police Chief.
5. The above Union Business Leaves are to be allowed so long as attendance does not interfere with the normal operations of the department.
6. Witnesses called by the Union or the City to testify at hearings or arbitration proceedings will be granted leave with no loss of pay.
7. Nothing under this Article shall be interpreted to mean that members of the Union who file grievances, unfair labor practices, or disciplinary/termination appeals against the City will be granted time off without loss of pay, except that if the member is successful in his/her pursuit of a remedy against the City for an unfair labor practice or violation of the collective bargaining agreement, the City will either credit a member's accrued time or reimburse the member for any lost time.

ARTICLE XXXII
DIRECT DEPOSIT

All employees will participate in direct deposit.

ARTICLE XXXIII
AAR/WORKING OUT OF CLASSIFICATION

Plus rates for higher skills:

In any case when an employee is qualified for and is temporarily required to regularly serve in and accept the responsibility to work in a higher class of position, such employee shall receive the entrance rate of that class or one step above his present rate, whichever is higher while so assigned, subject to the approval of the Mayor. Such temporary assignment to a higher class of position to qualify for the higher rate of pay shall be regular and continuous in character for periods of 10 days or more. An employee may be temporarily assigned to work in any position in the same or lower class grade without change in pay.

Both parties agree to the updated job descriptions for the positions of Dispatcher Supervisor and Assistance Dispatcher Supervisor, enclosed with the memorandum of agreement.

ARTICLE XXXIV
SEPARABILITY

In the event that any provision of this Agreement will be in violation of any State or Federal Law, said law will supersede that provision of this Agreement. All other Articles and provisions of this Agreement that are not in contravention of the law shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXXV
NON-RETROACTIVE BENEFITS

The benefits outlined in this Agreement shall not be retroactive. Said benefits will apply on the date upon which this Agreement is entered, unless specifically noted otherwise.

ARTICLE XXXVI
REOPENER

Within sixty (60) days prior to the expiration of this contract, either party may reopen negotiations upon giving fifteen (15) days written notice to the other party specifying the time and place it desires to hold the first meeting for the purpose of collective bargaining.

ARTICLE XXXVII
DURATION

The duration of this Agreement shall be from July 1, 2016 to June 30, 2019. The City agrees that if the parties reach no Agreement by June 30, 2019, then the provisions of this Agreement will remain in full force and effect until such successor Agreement is duly executed.

IN WITNESS WHEREOF, the parties have signed this Agreement on this 13th day of July, 2018.

CITY OF PITTSFIELD

By: Linda M. Tyer
Mayor Linda Tyer

PITTSFIELD EMERGENCY TELE-
COMMUNICATIONS DISPATCHERS IUE-CWA,
LOCAL 81256

By: John E. Tobin
John Tobin, President

CITY OF PITTSFIELD
DRUG AND ALCOHOL TESTING AND REHABILITATION POLICY EMERGENCY
TELECOMMUNICATIONS DISPATCHERS

Policy Statement:

The purpose of this Policy is to establish the fact that the City of Pittsfield and its employees have the right to expect a drug and alcohol free environment in the work place. The main emphasis of the policy is not to be punishment, but counseling and rehabilitation of employees with a problem of alcoholism or drug dependency. No emergency telecommunications dispatcher shall be disciplined for a first occurrence of illegal drug or alcohol use without first having been offered the opportunity to discontinue use through treatment for chemical dependency.

To accomplish these objectives all employees will be subject to urine, breathalyzer and/or blood testing for alcohol and/or illegal drug usage based on a reasonable suspicion standard. No testing of employees shall be permitted on a universal basis. Random testing of employees shall only be permitted, as prescribed by this policy, for employees returning to work who are involved in rehabilitation and/or treatment for chemical dependency.

This policy does not cover employees who are in possession of illegal drugs or alcohol during work hours, the illegal distribution of drugs or alcohol or criminal convictions regarding drugs or alcohol. In such circumstances the employee will be terminated without access to this policy.

Testing:

Drug and/or alcohol testing shall be done by immunoassay, gas chromatograph mass spectrophotometry test, urinalysis, and/or breathalyzer or a higher or more advanced form of testing. Drug and/or alcohol test sampling and testing shall be required immediately. The results of a drug and/or alcohol test will be held in confidence, and only those who have a need to know will be told of the test sampling and test results.

The order to submit to test sampling and testing shall be based on facts sufficient to constitute a reasonable suspicion of drug and/or alcohol abuse. Objective facts that can be used in evaluating an employee's condition include, but are not limited to:

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| 1. | BALANCE | SURE/UNSURE/QUESTIONABLE SURE/UNSTEADY/QUESTIONABLE |
| 2. | WALKING | CLEAR/SLURRED/QUESTIONABLE |
| 3. | SPEECH | COOPERATIVE/Uncooperative/QUESTIONABLE |
| 4. | ATTITUDE | CLEAR/BOODSHOT/QUESTIONABLE NONE/STRONG/QUESTIONABLE |
| 5. | EYES | |
| 6. | ODOR | |

Reasonable suspicion may also be determined in the following types of situations: (This list is not all inclusive. Reasonable suspicion may also be determined in situations not listed in this Policy).

1. An employee is deemed impaired or incapable of performing assigned duties.
2. An employee is experiencing excessive vehicle or equipment accidents.
3. An employee is exhibiting behavior inconsistent with previous performance.
4. An employee is exhibiting irritability, mood swings, nervousness, hyperactivity, or hallucinations.
5. An employee is subject to substantial allegations or determinations of use, possession, or sale of drugs.

The supervisory employee requiring the test sampling and testing will inform the employee either verbally or in writing why the test sampling is being required and escort the employee to the test site. The supervisor will submit a written report as soon as possible after the test sampling and the written report shall be transmitted prior to the committee meeting as provided below.

If the employee refuses to provide the test sample he/she will be terminated from employment. As a substitute to providing the test sample the employee may agree to participate in a chemical dependency rehabilitation program.

The employee may initiate a review of the basis of the test sample and testing within twenty-four (24) hours of the written report being given to the employee. The written report and any other evidence which may be relevant will be reviewed by a Committee of five (5) members comprised of two (2) management officials, two (2) union officials, and a fifth member with specialized training in substance abuse who shall be selected in advance by Management and Union officials. There may be alternate members to this Committee. If the parties do not agree on the fifth member who has specialized training, the Union and the City will each provide two (2) names of individuals with specialized training who are willing and able to serve. The four (4) names will be written on separate pieces of folded paper and placed in a box. The Personnel Director will take one of the pieces of paper from the box in front of a Union representative. The person selected as the fifth member will serve in this capacity for a period of two (2) years from date of selection.

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

The Committee shall meet within three (3) business days of the employee request for a review, or as soon as is practicable, of the basis for the test sample and testing. The Committee should make a determination within one (1) business day of the review.

If the employee fails to meet the time frame listed above, the right to have the test sampling and testing decision reviewed by the Committee will be forfeited. If the employee chose to forego test sampling, he/she shall not be entitled to a review of the supervisory directive to require test sampling.

After the test sampling has been given by the employee, he/she shall continue in a paid leave status until a decision has been reached by the Committee. If the employee agreed to enter a chemical dependency rehabilitation program the employee will be placed on sick leave status. He/she may use accumulated sick leave, compensatory time, vacation time, and personal days. If the employee exhausts his/her accumulated time he/she will be placed in an unpaid leave status. If the employee fails to file a timely appeal of the order to submit to test sampling, or the Committee finds there was reasonable suspicion for testing the employee, the employee will similarly be placed in a sick leave status and allowed to use accumulated leave time as specified above.

If the Mayor or Police Chief determines that a supervisor intentionally charged an employee without reasonable suspicion or did so with gross negligence, that supervisor may be subject to disciplinary action.

Similarly, any intentional or grossly negligent breach of confidentiality may be grounds for discipline. All records of the employer concerning drug and/or alcohol test sampling or results, and any rehabilitation program(s) attended by the employee, are medical records and shall be accorded the same degree of confidentiality as any other employee medical record.

Leaves of absence for rehabilitation under this policy shall be permitted for up to six (6) months from the date of the order to submit to test sampling. If after (6) months the employee is still participating in a rehabilitation program but is unable to return to his/her employment, the employee may request an additional three (3) months to participate in a rehabilitation program, which will be granted provided that the City physician has reviewed and approved the request. If the employee is unable to return to work after the six (6) month period or nine (9) month period as provided herein, his/her employment with the City shall be terminated for medical reasons.

If a tested employee's results are negative, the employee shall be paid an additional one-half time (.5) for the period of time he/she would have been scheduled for work, but had been taken off duty for test sampling, and one and one-half times (1.5) for the period of time he/she was not previously assigned for duty and underwent test sampling. There shall be no pyramiding of overtime pay.

If an employee tests positive and refuses to participate in a chemical dependency rehabilitation program, the employee will be terminated. If the employee agrees to enter a chemical dependency rehabilitation program, the employee will be placed on sick leave status. He/she may use accumulated sick leave, compensatory time, vacation time, and personal days. If the employee exhausts his/her accumulated time, he/she will be placed in an unpaid leave status.

If a tested employee's results are positive, the paid time granted the employee after the test sampling has been given until a decision has been reached by the Committee will be charged to the employee's accrued sick time. Should the employee have no accrued sick leave, such time will be charged to his/her available vacation or personal leave.

The employee shall be expected to comply with all of the requirements and regulations of the substance abuse rehabilitation clinic or facility. Failure to abide by all such conditions and requirements shall be grounds for termination of employment. Evidence of attendance or treatment at a substance abuse rehabilitation clinic or facility must be submitted to the employer. The employee will not be permitted to return to work unless the rehabilitation clinic or facility and the City Physician have given the employer a written statement that the employee may return to work without any restriction.

The employee will sign a contract with the employer upon returning to work stating that it shall be a condition of his/her employment for a period of two (2) years to submit to random drug and alcohol testing up to sixteen (16) times over the two (2) year period. If the employee refuses to submit to any random drug and/or alcohol testing, he/she shall be terminated from employment. If the employee's test result is positive, he/she shall be terminated from employment.

After the two (2) year period has expired, the employee will be held to a reasonable suspicion standard before any further test sampling of the employee may be required.

An employee may at any time come forward prior to a supervisory order to submit to drug and/or alcohol test sampling to request a leave of absence to enter a drug dependency rehabilitation clinic or facility on an in-patient or out-patient basis. The employee may take a leave of absence for up to six (6) months and use accumulated leave time as specified herein. The employee will not be subjected to random testing upon returning to work. The employee will be held to a reasonable suspicion standard.

Drug and/or alcohol testing under this policy shall not be the subject of grievance or arbitration provided there has been substantial compliance with the procedures set forth in this policy. An employee who is required to submit to test sampling under this policy shall be entitled upon request to union representation at all stages of this policy.