

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PITTSFIELD

AND

**PITTSFIELD POLICE DEPARTMENT
POLICE OFFICERS
(I.B.P.O., LOCAL 447)**

JULY 1, 2016 TO JUNE 30, 2019

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ARTICLE I
RECOGNITION

The City of Pittsfield recognizes the International Brotherhood of Police Officers, Local 447, as the certified bargaining representative for all Police Officers in the City of Pittsfield, excluding the Chief.

ARTICLE II
EXCLUSIVITY

The City recognizes exclusively Local 447 International Brotherhood of Police Officers as the bargaining agent.

ARTICLE III
PAYROLL DEDUCTION OF UNION FEES, DUES AND AGENCY FEES

The City shall bi-weekly deduct Union dues and initiation fees, including arrearages, from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the City.

In accordance with M.G.L. Chapter 150E, § 12, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union in good standing and who have been employed for thirty (30) days or more, shall pay the Union an Agency Service Fee to defray the cost of collective bargaining and contract administration. Such Agency Service Fee shall be deducted by the Treasurer of the City of Pittsfield bi-weekly from each employee during the life of this collective bargaining agreement and paid over to the Union, the exclusive bargaining agent for such employees. The Union agrees to indemnify the City for damages which the City may be required to pay by the Administrative Agency or Court of competent jurisdiction of last resort as a result of the City's compliance with this section, provided that any such sum of damages is limited to the amount deducted from and payable to the particular suitors who are named or parties plaintiff, but no other person.

ARTICLE IV
BULLETIN BOARDS

The City shall permit the use of all bulletin boards, located in the Police Station, by the Union for the posting of notices concerning Union business and activities. The City shall provide a secure bulletin board for the exclusive use of Union officers, in a place to be selected by the Chief after consultation with the Union President. Departmental email can be utilized to post union meetings.

ARTICLE V
WAGES

Bargaining unit members shall receive a salary increase to be paid by the City to the respective police officers in the following manner:

A. WAGES

- | | | |
|----|------------------------------|--------------------|
| I. | July 1, 2016 – June 30, 2017 | 1.5% (Retroactive) |
| | July 1, 2017 – June 30, 2018 | 1.5% |
| | July 1, 2018 – June 30, 2019 | 1.5% |

July 1, 2018 – The wage scale shall be adjusted to reflect that employees with 15 years of service or more will receive an additional \$700.00 on top of their salary, after the 1.5% adjustment has been made. This adjustment will apply to all members attaining 15 years of service on or after July 1, 2018.

B. 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 for work in a higher class of position, such employee shall receive the entrance rate of that class or one (1) step above his/her present rate, whichever is higher, while so required, 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 ten (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.

C. RATES FOR BILINGUAL PROFICIENCY

The City of Pittsfield and the Police Union hereby agree to the following terms, conditions, and understandings regarding pay differential for being proficient in Spanish, Portuguese, French, Russian, or American Sign Language and being able to communicate with these languages in police investigations. Where one of the following standards has been met the police officer would be entitled to a pay differential not to exceed 4%:

1. The police officer is determined by the Chief of Police to be proficient in one of the above languages based on the police officer's currently ability to effectively use the language in police investigations and communications with individuals with regard to Police Department business.
2. For newly hired police officers, the Chief of Police may make the determination that the police officer is proficient in one of the above languages based on the Chief of Police's investigation of the officer's prior employment and involvement in police investigations involving individuals that speak one of the above languages and other police

business.

3. The police officer takes an oral and written examination administered by the Berkshire Community College, and College personnel determine that the police officer is currently able to effectively be involved in police investigations with individuals that speak one of the above languages and other police business.
4. The police officer takes courses at Berkshire Community College regarding learning one of the above languages to be used in police investigations and other police business and passes with a grade of B or better, and subsequently takes a bi-annual refresher and passes the refresher all as determined by Berkshire Community College. The cost of the bi-annual refresher is paid by the employee. The cost of the courses and examinations are paid by the employee, unless the officer is enrolled in an approved undergraduate course of study and was hired before May 1, 2005 in accordance with Article XXVII of the collective bargaining agreement.

D. WAGE MATRIX

There shall be a twelve step (our current contract language) wage matrix to be created by the department's Administrative Sergeant in cooperation with the Director of Administration and Finance. Said Matrix shall take into account former Article XIV, "longevity increases". Said matrix shall be attached hereto and incorporated by reference, and shall serve as authority for establishing the base wage of all police officers.

The wage matrix is attached to this contract.

D. PAYROLL

All bargaining unit members will be paid on a bi-weekly basis on Fridays.

It is required all wages are received by direct deposit.

ARTICLE VI
ADVANCEMENT WITHIN A COMPENSATION SCHEDULE

Step rate increases shall be payable beginning with the first day of the pay period following anniversary date. At the completion of the first six (6) months of service, the employee shall be advanced to the next higher step in the appropriate schedule provided his/her service has been satisfactory. Subsequently, the employee shall be advanced to higher steps within the schedule, unless otherwise recommended by the Department Head or Mayor, in accordance with the following table and the matrix established pursuant to Article V, Paragraph D, until the employee has reached the maximum rate of the schedule for his/her position.

- I. Entry level for police officers will be Grade 22.
- II. Employees in Grade 22: Advance one (1) step after six (6) months of service, and one (1) step each year of service thereafter until the employee reaches the maximum rate of the schedule for his/her position.

This subsection is not intended to be, nor shall it under any circumstances, be construed to permit any entitlement to retroactive pay. Any increase in pay permitted or allowed by this subsection shall take effect only upon the effective date of this subsection.

- III. When an employee is promoted to a class with a higher compensation schedule, his/her entrance rate in the compensation schedule shall be at a point that will guarantee an increase of two (2) steps over his/her previous rate or the maximum rate of the higher compensation schedule, whichever is lower; and shall be at least one (1) step above the maximum rate of the next lower class. Such entrance rate may be at a higher rate upon promotion provided:
 - a) That compensation at such higher rate is recommended in writing by the appropriate Department Head and approved by the Mayor;
 - b) That any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the minimum qualifications specified; and
 - c) That an appropriation sufficient to pay such a higher rate has been made.

Employees promoted prior to the enactment of this subsection but who have not attained the fifth step, may do so by complying with the conditions set forth in this subsection. This paragraph is not intended to be, nor shall it under any circumstances be construed to permit any entitlement to retroactive pay. Any increase in pay permitted or allowed by this paragraph shall take effect only from the effective date of this subsection.

- IV. Service requirements for advancement within the compensation schedules and for other purposes as specified in this provision shall have the implication of continuous service, which means employment in the City service without break or interruption. Leaves of absence without pay of less than thirty (30) days and leaves with pay shall not interrupt continuous service nor be deducted therefrom. Leaves of absence without pay in excess of thirty (30) days except for extended service with the armed forces of the United States shall be deducted in computing total service, but shall not serve to interrupt continuous service. In case of repeated one-day absences without leave, the Mayor may consider the service of the employee interrupted and shall have the record of the employee show the same.

ARTICLE VII
GRIEVANCE PROCEDURE

- A. PURPOSE The purpose of the grievance procedure shall be to settle employee or employer grievances on as low a level as possible so as to insure efficiency and employee morale. A grievance shall be defined as any alleged violation of the terms of this Contract.
- B. PROCEDURE:
- STEP 1 Employee grievances may be first presented by the employee and/or the Union Representative to the Chief of Police, or his/her designee, in writing, who shall meet with a representative of the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him/her and he/she shall answer the grievance in writing within five (5) days after the meeting.
- STEP 2 If the employee's grievance is not resolved in STEP 1, the Grievance Committee or employee may refer the complaint to the Mayor, with a copy to the City Solicitor, within five (5) days of the STEP 1 answer, exclusive of Saturdays, Sundays and Holidays. The Mayor or his/her designee shall meet with a representative of the Grievance Committee or the employee involved within seven (7) days to discuss the grievance and will answer the grievance in writing within seven (7) days after the meeting ends. If there is no meeting within ten (10) days or no written answer within ten (10) days, the grievance shall presume to be denied. If the employee's grievance is not resolved in STEP 2, the grievance may be submitted only by the Union to the American Arbitration Association, and the results of such arbitration shall be binding on the parties.
- C. The Police Union shall be entitled to submit grievances in the name of the Union in the same manner provided herein for employees, said submission to start at STEP 1 in the grievance procedure.
- D. In the event the Employer files a grievance, it may submit the matter to the American Arbitration Association and the results of such arbitration shall be binding on the parties.
- E. Any of the time limits herein may be extended by mutual agreement.
- F. Letters of reprimand, shall be subject to the grievance procedure up to and including STEP 2, but shall not be subject to any further action under the grievance procedure.
- G. No member shall be suspended, discharged, removed, dismissed, or otherwise disciplined except for just cause. Said actions shall be subject to the grievance and arbitration procedure, subject to the provisions of Section F, provided that a bargaining unit member may not contest the discipline in both arbitration and before the Civil Service Commission.

- H A bargaining unit member shall have the right to examine any letters, which are placed in his/her personnel file, but he shall not have the right under this Article to file a grievance pertaining to said letters. The Member shall have the right to file a response in writing, which shall be placed in his/her personnel file. This subsection shall not apply to Internal Affairs or Investigations files.
- I. Bargaining unit members have the right under the State's Labor Relations Law; M.G.L. Chapter 150E, to refuse to submit without union representation to an investigatory interview which the employee reasonably believes may result in disciplinary action.

ARTICLE VIII
POLICE OFFICER'S CLOTHING ALLOWANCE

Police Officers are entitled to a Seven Hundred Dollar (\$700) clothing allowance per year from a mutually acceptable vender. The Police Officers assigned to plainclothes duty shall be entitled to receive an additional One Hundred and Twenty Five Dollars (\$125.00) on top of the current allowance provided. All Police Officers shall be entitled to an annual footwear allowance in the amount of Three Hundred Dollars (\$300.00).

A committee will be formed with an equal number of members selected by the Chief and The Union President. Such committee will study and make recommendations for changes in the uniforms.

ARTICLE IX
COURT TIME

Any off-duty police officer, who attends court as a witness for the Commonwealth in a criminal case pending in a District Court, a Juvenile Court, or the Superior Court, as a witness in a civil case involving the City or the Commonwealth as a party, or who is summoned to a deposition, may be granted such compensatory time off as shall be equal to the time during which he/she was in attendance at such Court, but in no event shall less than three (3) hours of compensatory time off be granted him/her or, if such additional time off cannot be given because of personnel shortage or other causes, he/she shall be entitled to additional pay at the rate of one and one-half (1.5) times the officer's regular hourly rate for the time during which he was in attendance at such Court, but in no event shall he/she receive less than three (3) hours additional pay at the within described rate.

Any off-duty police officer who attends Court or a deposition as a witness, arising from his/her duties as a police officer, shall be entitled to additional pay at the rate of one and one-half (1.5) times the officer's regular hourly rate for the time during which he/she were in attendance at such Court, but in no event shall he/she receive less than three (3) hours additional pay at the within described rate. Any off-duty police officer, who attends Court as a witness or is summoned to a deposition, arising from the performance of his/her duties as a Pittsfield police officer, for other than the City or the Commonwealth, shall be compensated as above.

ARTICLE X
HOLIDAYS'

The following shall be paid holidays for all members of the department:

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Patriot's Day
Memorial Day	July 4th
Labor Day	Columbus Day
Armistice Day	Thanksgiving Day
Christmas Day	

Holiday pay shall be eight (8) hours pay at the regular hourly rate and shall be paid to each employee over his/her regular weekly salary, whether he/she worked the holiday, was on vacation, injury leave, sick leave supported by medical certification, or bereavement leave.

ARTICLE XI
MANAGEMENT RIGHTS

The Union 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 work force and to conduct its operation in an effective and efficient manner. The above shall not conflict with the specific Articles of this collective bargaining agreement.

ARTICLE XII
PARENTAL LEAVE

The City agrees to grant an employee, subject to the Mayor's approval, under the Union an unpaid three (3) month leave of absence in accordance with the Parental Leave Act and the Family and Medical Leave act, to employees who shall have given at least two (2) weeks notice to their department head of their anticipated date of departure and intention to return. Such employee may draw upon their accumulated sick leave and/or vacation leave during that period of time. Any use of sick leave outside of this period of time and contiguous with the same must be accompanied by physician's certificate.

ARTICLE XIII
FUNERAL LEAVE

- A. Absence for personal reasons. All employees of the City shall receive their regular compensation during absence from work due to the death of a parent, grandparent, step-parent, husband, wife, child, grandchild, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and aunts or uncles, nieces, nephews by blood or by marriage, and step-parents of a present spouse. Such absence shall be limited to three (3) tours for death of any such relative (except for Aunts, Uncles, Nieces, or Nephews which shall be limited to two (2) tours) and it shall

not be cumulative.

- B. All employees shall receive one (1) additional tour of leave, as provided in subsection (A) for absence due to death of his/her spouse, child, or sole-surviving parent. The maximum leave allowed by this section shall be four (4) tours from the date of death of any such relative.

ARTICLE XIV
PHYSICAL FITNESS (PT) TIME

All activity in the workout room by police officers shall be considered as private activity and shall not be considered as within the performance of a police officer's duty for the purpose of M.G.L. Chapter 41, 111F, or M.G.L. Chapter 258, and the City shall not bear any liability for any injury or damage to any persons, including police officers, or their property for activity conducted in the workout room, not shall the City be required to pay any police officer for time in the workout room.

No police officer that is on injury duty status pursuant to M.G.L. Chapter 41, §111F. sick leave pursuant to Article XXIII, maternity leave pursuant to Article XII, or on a special leave of absence, shall participate in any activities in the workout room.

Only active police officers shall participate in the activity in the workout room. The Union shall maintain, at its cost, the equipment in the workout room.

ARTICLE XV
LAWS-RULES, ETC.

The parties agree to abide by the terms and conditions of M.G.L. Chapter 150E, §7(d). All officers shall conduct themselves consistent with the Pittsfield Police Department Rules and Regulations, Policies and Procedures, and Chief's Orders, as amended from time to time. Said Rules and Regulations, Policies and Procedures, and Chief's Orders will not conflict with the terms of this Agreement.

ARTICLE XVI
HOSPITALIZATION COVERAGE

The Health Insurance Memorandum of Agreement is attached to this Agreement.

ARTICLE XVII
NIGHT DIFFERENTIAL

Members of the bargaining unit shall be paid an additional ten percent (10%) salary differential for actual services performed between the hours of 4:00 p.m. and 8:00 a.m. Those officers electing to work the 12:00 midnight to 8:00 a.m. shift only shall receive:

With 5-10 years service, another 2% or a total of 12% differential.

With 10-15 years service, another 3% or a total of 13 % differential.
With 15-20 years service, another 4% or a total of 14% differential.
With over 20 years service, another 5% or a total of 15% differential.

Those officers entitled to a night shift differential, by virtue of actual service performed, shall receive that differential while said employee is incapacitated under the provisions of MG.L. Chapter 41, § 111 F.

Those officers entitled to a night shift differential shall receive that differential while said employees are on vacation.

If a police officer is entitled, as part of his/her regular pay to a shift differential, this differential will be included in the officer's sick leave pay.

ARTICLE XVIII CALL-IN PAY

Employees who are called in to perform work or render services outside of their regular working hours shall, 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 shall not apply to any 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 XIX EMPLOYEE EXPENSES

A police officer who while on duty at the request of the City or its designee uses a private vehicle for police business shall be paid at the then applicable rate of the Internal Revenue Service as reimbursement for each mile traveled. In addition, he/she shall be paid upon proof of proper expenses, reimbursement for parking expenses and tolls, subject to receipts.

A police officer who while on duty at the request of the City or its designee is required to purchase meals shall be reimbursed for said meals within the following limits:

<u>BREAKFAST</u>	<u>LUNCH</u>	<u>DINNER (SUPPER)</u>
Up to, but no more than \$10.00	Up to, but no more than \$10.00	Up to, but no more than \$15.00

However, if a bargaining unit member is entitled to a full day of meal allowances, then he/she is eligible for reimbursement up to thirty-five dollars (\$35.00) (without receipts) for the day rather than the allowances for each specified meal set out above. Reimbursements besides meals are subject to receipts. Reimbursement shall be made within two (2) pay periods from submission to the City.

ARTICLE XX
OVERTIME

If a police officer of the Police Department shall be required to be on duty for any period in excess of his/her regular hours of duty as from time to time established, he/she may be given, at the discretion of the Chief, time off equal to one and one-half (1.5) times the overtime duty performed or, he/she may be paid for such period of overtime duty at such an hourly rate as may be determined by the Mayor, which rate shall in no event be less than one and one-half (1.5) of the basic hourly rate of his/her regular compensation for his/her average weekly hours of regular duty. Compensatory time shall not accumulate beyond one hundred (100) hours; and must be taken in a minimum of one-hour blocks.

Compensatory time granted may not be rescinded except in emergency conditions declared by the Chief of Police or his/her designee.

Upon reasonable notice to Administrative Services, the employee may convert compensatory time to wages. Said conversion shall be limited to twenty-four (24) hours per six (6)-month period of active duty.

Administrative Time shall not be subject to conversion into wages, except in the event of retirement or death.

OVERTIME EQUITY

The Police Chief or his/her designee shall make reasonably diligent efforts to distribute regular overtime in a fair and equitable manner within the work force. The method of distribution shall be established in the sole discretion of the Police Chief after consultation with the bargaining unit President. Nothing in this paragraph shall be construed to limit the Police Chief or his/her designee in the exercise of his/her management prerogative to assign officers according to the legitimate needs of the police department's mission.

OUTSIDE OVERTIME POLICE PAID DETAIL POLICY

The provisions of this agreement shall govern the assignment of outside paid police details to the employees covered by this agreement when such work is to be paid for by another city department, an outside individual, group, corporation, or organization.

- A. Such assignment shall be made by the department representative so assigned by the Chief of Police, or his/her designee, on a voluntary basis to off duty police officers and shall be distributed among the members of the bargaining unit as equitably as possible. The department shall maintain a record of all such assignments, which may be examined by the unit president or his/her designee at reasonable times and upon reasonable notice. This unit accepts the exercise of the reasonable discretion of the outside detail assignor with respect to details requested on short notice. A detail will be considered an emergency detail only if less than eight (8) hours exists before the detail starts.

- B. All employees covered by this agreement shall, as in all other instances, comply with the orders of superior officers while performing such outside details, and shall be covered by the departmental rules and regulations.
- C. The rates will be set from time to time by both bargaining units upon majority vote. The current hourly rate for outside details will be \$44.00 per hour of which the City will receive \$4.00 per hour as an administrative fee, and the officer will receive \$40.00 per hour. Overtime rates will be billed at \$66.00 per hour of which the City will receive \$6.00 per hour as an administrative fee and the officer will receive \$60.00. This rate will remain in effect until a change is warranted and voted upon.
- D. Employees performing such outside details shall be guaranteed a minimum of four (4) hours work at the applicable rate for construction related details and three (3) hours for all other details. A police officer who is present at a construction- related detail shall, after four (4) hours, be guaranteed a minimum of eight (8) hours at the applicable rate. Any time over eight (8) hours will be paid for the total hours worked. For any Pittsfield Public/Catholic elementary, middle, or high school related function, the minimum requirement of pay is three hours; four hours for a detail more than three hours; eight hours for a detail more than four hours. Any of the above mentioned schools shall pay straight time on all sport related security details which run less than eight hours. Time and one half shall be paid for any length of time over eight hours.
- E. Time and one half shall be paid for any hours worked under the following conditions: Saturdays, Sundays, and Holidays. If a Holiday falls on a Saturday or Sunday, the rate of pay remains at time and one half.
- F. A two hour notice is required for all cancellations. If an officer arrives on a detail site at the requested time and the vendor is not there, the officer will remain at the detail site for two hours before terminating the detail. If the Pittsfield Police Department does not receive proper notifications, the officer will be paid the minimum requirement (4 hours) of pay for the detail.
- E. While engaged in outside details, the City agrees to provide the officer with a walkie-talkie if the same is available to the police department.
- F. No employee shall be eligible to work on outside detail on a day such an employee is on sick leave or injured leave.
- G. Any outside details where liquor is served, depending on conditions, or environment, safety of the officer, or if the Chief of Police feels that working the detail may create a conflict, or for whatever reasonable reason the Chief may have, feels an officer of the Pittsfield Police Department should not work said detail, the Chief may refuse said detail.
- H. The outside detail will be managed by the department and under the authority of the Chief of Police, provided it is not in violation of any part of this agreement. Changes in this agreement may be requested by either the Chief, his/her designee, or the Union. No

changes shall be made until agreed upon by the parties to this agreement.

- I. Construction Related, Traffic Control Details, or Security Details: Time and one half shall be paid for any hours worked under the following conditions: Saturdays, Sundays, and Holidays. If a Holiday falls on a Saturday or Sunday, the rate of pay remains at time and one half. Between 11 p.m. and 7 a.m. If work falls on a Holiday, Saturday, or Sunday, the rate of pay remains at time and one half.
- J. A two hour notice is required for all cancellations. If an officer arrives on a detail site at the requested time and the vendor is not there, the officer will remain at the detail site for two hours before terminating the detail. If the Pittsfield Police Department does not receive proper notifications, the officer will be paid the minimum requirement (4 hours) of pay for the detail.

Any violations of this agreement shall be processed through the negotiated grievance procedure.

- K. The maximum hours to be allowed worked over regular scheduled hours for the city of Pittsfield will be twenty-eight (28) hours per calendar week. This will include both City overtime and outside overtime combined. (Court time and emergencies excluded). This limit will not apply to vacation weeks.
- L. Upon reason to suspect that fatigue or burn-out problems exist relating to overtime work, the department may:
 - 1) Order an officer to the City physician at no expense to the officer.
 - 2) Order the officer to participate and cooperate in a physical examination, with regard to fitness for duty.
 - 3) Be guided by the City physician's opinion in regard to the officer's condition.
 - 4) In the event that the City physician is not available, i.e., weekends and holidays, the department may remove an officer temporarily from the overtime list pending a physical examination not to exceed seven (7) calendar days.
 - 5) If, in the opinion of the physician, the officer is unable to work both his/her regular hours and overtime, an officer may be removed from the outside overtime list for up to five (5) days to ensure that the officer is fit for his/her primary duty in re: fatigue or burn-out. Any officer removed will be referred to the Stress Unit.
 - 6) If, in the opinion of the physician, the officer is able to work both his/her regular hours and overtime, the City shall compensate the officer the amount of overtime lost as a result of sub paragraph four (4) above.
- M. This policy will not affect overtime orders by the department or overtime necessary

in the case of an emergency.

- N. This policy will not be used for disciplinary reasons. Disciplinary action will be addressed by other methods.
- O. Bargaining unit members (“retiree”) who retire after December 1, 1997 are eligible for outside details provided:
 - 1) The retiree pays for and passes an annual physical examination by a City appointed physician.
 - 2) Active bargaining unit members have been offered the detail in accordance with the foregoing provisions but have not accepted the detail.

If these conditions are met, retirees will be offered the detail before any other outside law enforcement officer.

The retiree shall bear the cost of the uniform the City designates. Retirees will not be permitted to carry weapons of any kind during an outside detail. The City may terminate a retiree’s entitlement to work outside details hereunder if the retiree engages in misconduct rendering him/her unsuitable for outside detail assignments. The City’s decision to terminate a retiree’s entitlement to work outside details hereunder for misconduct is not subject to the grievance procedure under this Agreement.

MUTUAL AID FOR OUTSIDE OVERTIME

The Mayor of the City of Pittsfield, the Chief of Police, and the Pittsfield Police Officers, IBPO 447 have made an agreement to allow for mutual aid with the Town of Lanesborough at the request of the Town of Lanesborough. The Pittsfield Police Officers will be permitted to work construction details in the Town of Lanesborough as needed and the Lanesborough Police Officers will be permitted to work construction details in the City of Pittsfield as needed so long as this agreement remains in effect.

This mutual aid will be performed while working within the guidelines of this contract. As stated elsewhere in this agreement, the maximum hours to be allowed worked over regular scheduled hours for the city of Pittsfield will be twenty-eight (28) hours. Any hours worked in the Town of Lanesborough shall be included as time worked beyond regular scheduled hours.

This agreement is made with the understanding that all outside overtime details being conducted in the City of Pittsfield requesting police officers be issued first to Pittsfield Police Officers. If there remain Pittsfield Police Officers requesting outside work after all Pittsfield details are full, then and only then may officers be issued to the Town of Lanesborough upon request.

ARTICLE XXI
SENIORITY

For the purposes of this contract the term “seniority” shall mean length of time in the rank or bureau in which a person is serving. Should it be necessary to demote an officer from a rank or bureau the time in the rank or bureau will be counted toward length of service in the lower rank.

For any Officer who transfers into the PPD, said Officer shall receive compensation in accordance with their years of service. Other seniority rights shall be credited in accordance with M.G.L. Chapter 31 and the Pittsfield Police Department.

ARTICLE XXII
WORK SCHEDULE

Work schedule is four (4) on and two (2) off assigned by group that will commence at the beginning of new assignments each year. The days worked will be on a rotating basis to assure continuous coverage of all shifts.

The bargaining unit member shall work a tour of duty for four (4) consecutive days and then shall be off duty for two (2) consecutive days. The cycle shall repeat itself every six days.

The defined hours of administrative positions may be subject to change on an annual basis, and may be changed during the year provided that prior notice is given to the Union President.

ARTICLE XXIII
ADMINISTRATIVE TIME

Effective July 1, 2017, those officers that work an administrative schedule (five on and two off) will earn administrative time. This time is equal to the difference in hours between officers working the four on and two off schedule. Currently, officers on the four on and two off schedule work an average of 37.5 hours per week, or 75 hours per pay period. Officers working an administrative schedule currently work 40 hours per week or 80 hours per pay period. Administrative time of 17 days per year will be granted to officers working an administrative schedule at the beginning of the calendar year, and must be used by the end of the year or it is forfeited.

ARTICLE XXIV
SWAPS

- A. It is understood that no police officer may swap in order to work overtime for the City of Pittsfield.
- B. It is further understood that this agreement does not constitute the entire agreement

on swaps, and both parties reserve the right to raise the issue during negotiations for a successor collective bargaining agreement.

- C. Swaps will be permitted provided the shift commander or designee will then enter the swap into the Captain's detail book. Swaps will not be unreasonably denied. Bargaining unit member(s) who engage in a swap are obligated to appear for work as if regularly scheduled.

The patrol shifts are as follows:

Squad A:	0800 to 1600 hours
Squad B:	1600 to 0000 hours
Squad C:	0000 to 0800 hours

ARTICLE XXV SICK LEAVE & INJURY LEAVE

1. The parties agree to abide by the provisions of M.G.L. Chapter 41, §111 F. An officer who is injured on duty and receiving pay under M.G.L. ch. 41 §111 F shall continue to accrue vacation time and sick time as though there were no break in service. However, no officer will be entitled to more than fifty-two (52) weeks of compensation in a calendar year (January 1 – December 31). Additionally, officers whose IOD status carries them over from one calendar year to the next will not be allowed to carry over any unused vacation time from the previous year.
2. Any employee who is injured on duty and who is regularly assigned to a shift which is entitled to night shift differential shall continue to receive said differential while absent from work due to said injury.
3. Disability of officers and employees not resulting from performance of duty: All employees of the Police Department shall continue to receive their regular compensation and benefits during the period of their absence from duty because of total 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 without limit. In cases of undue hardship, department heads, at their discretion may allow an employee to use his/her accumulated sick leave prior to the January 1st crediting date. Employees shall be allowed to use three (3) sick days per year of their annual allotment of fifteen (15) days to care for the employee's immediate family members, i.e.: parent, spouse, or child.

4. Report of disability. No person shall be entitled to compensation under this provision for any period of disability unless such disability and the cause or reason therefore are reported forthwith to the department head or the office thereof. Any person who feigns sickness, injury or disability, or who makes false statements relative thereto, shall be subject to immediate suspension.
5. Verification of disability. It shall be the duty of department heads to take or cause to be taken such reasonable steps as may be necessary to determine and verify the existence and cause of any disability for which compensation is claimed under the provisions of this chapter.
6. Examination by City Physician. It shall be the duty of the City Physician, upon request of the Mayor or Department Head, to examine any person claiming compensation under this chapter for any period of disability, and to report the results of such examination to the Mayor or Department Head as frequently as requested during such period of disability. It shall also be the duty of the City Physician to report to the Mayor or Department Head requesting such examination when the total disability of the person examined terminates. This section shall not operate or be construed to entitle any disabled person to medical treatment or services by the City Physician unless such person shall otherwise be entitled thereto without regard to this section.
7. Bonus Pay. Any employee who does not use sick leave during the fiscal year will be entitled to \$500.00 bonus pay in the first pay period of the subsequent fiscal year. The bonus pay period is calculated from July 1 thru June 30 of that fiscal year.

ARTICLE XXVI
MODIFIED DUTY

- a. The intent of this policy is to provide a procedure and mechanism for identifying employees who, although unable to perform full duty, are capable of performing meaningful work within the scope of a police officer's function; assigning them appropriate tasks and work schedule; monitoring their medical condition by a physician to determine whether limited duty should be ended or continue, either by a return to full duty or by termination of employment. The purpose is to allow injured employees the opportunity to contribute to the work and productivity of the department and, where possible, protect personal sick leave accumulation. This policy is not intended as a substitute for the provisions of M.G.L. Chapter 41, § 111F, but rather as an alternative to employees.
- b. This policy is implemented by agreement effective the date signed below between Local 447 and the City for a trial period ending June 30, 1997. The parties intend to review the experience of the trial period before it concludes to determine if the policy should continue and what modifications are necessary. If either party wishes to discontinue the policy, or if the parties are unable to agree on changes, the policy will be discontinued at the conclusion of the trial period.

- c. This policy shall apply to employees who have been injured on duty within the meaning of M.G.L. Chapter 41, §111F, and employees who are on sick leave benefits for non-work related accident or injury.
- d. If an employee with a work-related injury declines to accept a modified-duty assignment, he/she will not, in the future, be eligible to participate while on non-work related sick leave.
- e. Injuries/illnesses sustained in the performance of duty shall be handled in accordance with M.G.L. Chapter 41, § 111F except as specified in this agreement.
- f. If, after missing forty (40) scheduled working tours, an officer out on injured on duty is unable to return to full duty, the Chief of Police, after review with the Union, may assign an officer who is recovering from a job-related sickness or injury to modified duty while the officer is awaiting medical clearance to return to regular duty, pending examination by the City physician and consultation amid agreement with the officer's attending physician.
- g. If the City physician and attending physician are unable to agree concerning the officer's ability to perform modified duty, the two shall select a third impartial physician, in the relative specialty area, from a list or panel of Massachusetts physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts in cooperation with the parties hereto, upon which ever, such physician, at the City's expense, shall so examine the employee and render this opinion as aforesaid. Pending receipt of such advisory opinion and action of the city physician thereupon, the City shall not require the employee to return to 'full duty and shall continue to fully compensate him/her for lost time incident to any such absence.
- h. Each physician who administers an examination under this procedure shall be provided by the City with a detailed analysis of the physical requirements of the modified duty tasks specified herein below and shall be asked to make a determination of the fitness of the examined officer to perform the specific physical requirements of each modified duty task. Each doctor's report shall specify which, if any, modified duty task the examined officer is not capable of performing. Each shall have access to all pertinent medical records.
- i. The determination of the third examining physician shall be binding on all parties. If indicated, such modified duty shall be effective immediately. If not indicated, the officer shall continue to be carried on injured on duty status. The City shall have 'the right to obtain full medical information and records pertaining to the subject injury for any employee on injured on duty status. The City may also request periodic reports from the employee's attending physician on the issue of continuing disability for duty and may, pursuant to M.G.L. Chapter 41 § 111F, require an examination at City expense by a City designated physician on the issue of continuing disability and/or fitness or return to duty. The examination shall be limited to the subject area of the disability claimed and, in any event, shall not occur more often than once every six (6) weeks.

- j In the event the foregoing procedure results in a determination that modified duty is inappropriate, the City will be free to reinstate the procedure after a reasonable period of time or if it has reason to believe the physical condition of the officer has improved.
- k. In the event a police officer is assigned to modified duty, such duty shall not interfere with on-going medical treatment. During any period when modified duty is being performed, if the police officer loses work time and such loss is related to a line of duty injury, the lost time shall be charged to injured leave status and not sick time. Officers on modified duty shall be permitted to receive required medical treatment during assigned duty hours.
- l. Modified duty status shall cease when the officer is either capable of returning to full duty status or retires. Modified duty status shall continue throughout any appeal of an adverse medical panel and/or Retirement Board ruling.
- m. An officer injured while on an off-duty status shall be equally eligible for modified duty on a voluntary basis, subject to approval by the officer's attending physicians.
- n. Modified duty assignments shall not affect the shift assignments, or shift bid possibilities, of other members. Employees assigned to Modified Duty shall remain on his/her typical shift and group while on Modified Duty, provided that light duty exists on that particular shift. The exception will be for an individual assigned to the "C" shift who will have the choice between Squad "A" and Squad "B" assignment for the purposes of modified duty assignment, with accrual of all benefits pursuant to the same. Modified duty assignments are not of a permanent duration and shall continue no longer than one (1) year. Any officer performing modified duty shall receive the compensation received prior to injury (shift differential, special assignment, etc.). Until an officer's disability ends or one (1) year elapses, the officer cannot be removed from a modified duty assignment without the officer's consent, unless to be retired involuntarily through M.G.L. Chapter 32, § 16.
- o. A modified duty assignment may, by agreement between the Chief and Union, begin prior to the normal forty (40)-hour waiting period.
- p. Benefits accruing to employees by law or contract shall not be diminished by virtue of modified duty status.
- q. The city agrees that any employee who works less than a full week on modified duty shall be considered to be on injured on duty status for the lost time and shall be paid in accordance with M.G.L. Chapter 41 § 111F. if the officer is scheduled for modified duty and is absent from work because of a non-job related illness or injury, he/she shall be covered by the sick leave provisions of the agreement.
- r. It is understood by the parties that this provision is not intended to be used as a means of punishment. The Chief will not require an officer to report for modified duty if there is no legitimate work available.
- s Employees experiencing illness or injury in a non-duty status may volunteer to participate in the modified duty program subject equally to the conditions of this agreement.

- t. Modified duty assignments will be coordinated through the Chief's Office and assigned to an appropriate division based on assignment. The need for modified duty assignments will be determined by the Chief of Police, or his/her designee. The Chief shall make modified duty assignments to minimize public contact and in any event no employee shall be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the modified duty status. Employees on in modified duty shall not be required to wear a uniform.
- u. Modified duty assignments will only be made to non-operational functions. Personnel on modified duty shall not engage in the operation of marked police cruisers, or participate in enforcement or apprehension operations.
- v. Modified duty tasks shall include the following:
 - a. CAD data entry
 - b. Geo-base information gathering
 - c. Dispatching
 - d. Teletype operations
 - e. Training (non-physical)
 - f. General clerical work
 - g. Crime prevention
 - h. Property and evidence room assistance
 - i. Computer operations
 - j. Other modified duty assignments as agreed upon by the Chief and Union.

Disputes involving interpretation of this policy will be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

Once application for retirement is made, the employee shall return to his/her prior injured on duty or sick leave status. If the local retirement board denies the application, the employee shall return to modified duty only to fill the remainder of his/her one-year term. (The one-year term shall not include that period of time his/her application for retirement was pending).

- w. Modified duty will be available to line officers and to supervisors. Supervisors assigned to modified duty may not perform operational supervisory tasks, but may perform collateral duties, or supervise other modified duty personnel in performing modified duty assignments.
- x. Personnel assigned to modified duty may not work outside overtime. Personnel assigned to modified duty may be permitted to work department overtime if:
 - 1. filling the overtime vacancy is in the best interests of the department, as determined by the senior officer on duty
 - 2. the overtime opportunity/vacancy is within the officer's modified duty assignment or another modified duty assignment, and;
 - 3. the overtime is approved by the Chief of Police or a Division Commander.

7. The parties agree to abide by the provisions of City Code Chapter 16, Section 17(b) 9, but conversion shall be allowed at fifty percent (50%) of the rate of pay for a maximum of one hundred and forty (140) days. The designated beneficiary of any officer who dies in the line of duty shall be compensated for 100% accumulated sick leave.

8. The City of Pittsfield shall compensate an employee on an annual basis for unused sick leave in the employee's annual allotment of fifteen (15) days. The rate of compensation shall be:
 - \$500 for NO days used - Fifteen (15) days unused
 - \$400 for ONE (1) day used - Fourteen (14) days unused
 - \$300 for TWO (2) days used - Thirteen (13) days unused
 - \$200 for THREE (3) days used - Twelve (12) days unused
 - \$100 for FOUR (4) days used - Eleven (11) days unused

9. The compensation shall be paid no later than January of the following year. Upon compensation no days shall be accumulated. An employee may elect to accumulate unused days in lieu of compensation, but must elect one alternative only. No employee shall use accumulated days in lieu of the annual allotment.

10. All Union members that receive a night differential shall receive the same differential in their sick leave pay.

Employees shall be allowed to use three (3) sick days per year of their annual allotment of fifteen days (15) to care for the employee's immediate family members, i.e. parent, child, or spouse.

ARTICLE XXVII
EDUCATIONAL INCENTIVE

Any employee, hired on or after March 1, 2015, participating in the Department's educational incentive will have earned their degree from a nationally recognized and accredited college or university. The determination of whether the degree conferring institution is nationally recognized and accredited shall be the database maintained by the United States Department of Education and maintained at:

<http://ope.ed.gov/accreditation/>

The employee's eligibility for participation in the educational incentive will be checked and either confirmed, or rejected upon completion of the employee's pre-employment background investigation. Participation will begin upon successful completion of the employee's Recruit Officer Class at the Police Academy.

The following degrees, disciplines, or courses of study will be eligible for participation in the educational incentive program:

Associates Degree

Criminal Justice, Psychology, Sociology, Human Services, Liberal Arts

Bachelor's Degree

Criminal Justice, Psychology, Sociology, Political Science, Communications, Engineering, Homeland Security, Emergency Management, Forensic Science, Computer Science

Master's or Law Degree

Criminal Justice, Public Administration, Public Policy, Business Administration, Organizational Leadership, Education, Juris Doctorate

***At the request of the Union or the member, degrees or disciplines not listed above may be considered on a case by case basis. Approval of non-listed degrees requires written approval of the Chief of Police and Director of Personnel.

The Union agrees that the City can only support one educational incentive program. In the event that a court of jurisdiction rules that the City may be required to fully fund the so-called Quinn Bill incentive, prior to any City meeting action to eliminate the Quinn Bill, the Union acknowledges that the City will be limited in financial liability or to the extent of the difference of the amount paid to each eligible member for college incentive under the terms of the new incentive plan, adopted herein, and that of the full benefits outlined in the Quinn Bill.

No legal action will be taken against the City relating to the Quinn Bill. If a member of the organization does bring suit against the City relative to Quinn, the contract shall immediately be re-opened for the purpose of educational incentive and salary discussions.

Any current member of the bargaining unit that has been excluded from the Department's educational incentive program due exclusively to the Quinn Bill language of the prior agreement, will have their educational incentive status evaluated by the Administrative Commander. Any member determined to be eligible under this new agreement will be eligible for inclusion in the Educational Incentive Program, effective Sunday, April 3, 2016.

ARTICLE XXVIII
VACATIONS

On January 1st in each year, every member of the regular or permanent Police Force who has been such for at least six (6) months shall become entitled to a vacation of not less than two (2) weeks during such year, without loss of pay; provided that a member, who has not been such for a period of at least six (6) months on said January 1st shall be entitled to such vacation at such time or times as in the opinion of the Chief will cause the least interference with the performance of the regular work of the department. M.G.L. Chapter 41, §111 shall not apply to the members of the regular permanent Police Force.

Members who have been on the Police Department for at least five (5) years shall be entitled to a vacation of three (3) weeks.

Members who have been on the Police Department for at least ten (10) years shall be entitled to a vacation of four (4) weeks.

Members who have been on the Police Department for at least twenty (20) years shall be entitled to a vacation of five (5) weeks.

Vacation shall be construed under the so-called Holyoke Rule. One (1) week of vacation equals seven (7) working days.

All calendar weeks shall be open for vacation selection. Selection shall be on a seniority basis; however, vacation bids for Christmas week shall be by lottery basis as has been the practice in the Department.

Three (3) officers per shift shall be allowed off on any given week on Squad A and Squad B. Two (2) officers per shift shall be allowed off on any given week on Squad C.

However, no more than one (1) officer per shift shall be allowed off for Special Services. Special Services shall be as follows:

- a. Detectives including fingerprinting and photographs
- b. Traffic
- c. Safety Officers
- d. 6:30 p.m. - 2:30 a.m. shift

The selection process shall be that each officer by seniority shall pick two (2) consecutive week intervals for the vacation period. After each officer selects one, two (2) consecutive week interval, then selection by seniority for additional vacation entitlement shall be as follows:

Officers shall be entitled to pick another two (2) consecutive week interval or single week according to seniority. Each officer, according to seniority, shall make such a selection and the cycle shall repeat itself according to seniority until all vacation has been picked.

In selecting vacations if a member is on a scheduled day off during a vacation week, another member shall be allowed to select a vacation day provided the maximum number of members allowed has not been reached for the particular day. These will be granted on a first-come, first-serve basis for each shift. Members may be granted vacation days over this limit at the Shift Commander's discretion.

After two (2) cycles of vacation picks, each member shall be allowed up to five single vacation days. Additional "loose" days remaining thereafter will be allowed as single vacation days.

Effective December 18, 2002, Traffic and K-9 officers will be included in the vacation selection process with the rest of the patrol division and will not be segregated to select only amongst themselves.

Vacation may be allowed in half-day increments at the discretion of the commanding officer. Said requests shall not be unreasonably denied.

With the exception of separate individual agreements between the City and the I.B.P.O., Local 447, as of June 24, 2003, prior service in any other police department shall not be included in the calculation of vacation time for any police officer employed by the City of Pittsfield.

Effective January 1, 2007, personal leave shall be credited on the first of each year. These twenty-four (24) hours shall annually be considered vacation time with all usage as previously practiced (see Personal Leave).

Benefit entitlements shall be calculated based upon a regular workday. For example, if an Officer regularly works 8.5 hours per day, the Vacation Entitlement for one day shall equal 8.5 hours.

ARTICLE XXIX SHIFT BIDDING

Members of the bargaining unit shall be entitled in December of each year to bid for a position on one of the particular shifts to take effect during the month of January each year. The numerical staffing of the particular shifts will be the prerogative of the Chief of Police on an annual basis. The bargaining unit members shall list in the order of their preference the shifts on the basis of their seniority.

Seniority shall be defined as follows: time in rank, time in bureau.

The placement on the shift shall be effective for a period of one (1) year. The Chief may involuntarily reassign, under emergency situations, bargaining unit members from one shift to another shift. However, before any such involuntary reassignments, the Chief shall post for volunteers for such transfer. If there are no such volunteers for such transfer, the Chief may make such reassignments on an inverse seniority basis. When making such an involuntary reassignment, the Chief shall notify, in writing, the employee and the Union of the reasons for the transfer. The reasons for the transfer shall be subject to the grievance procedure established above.

Such involuntary reassignments shall be reviewable by the Union and the Chief for every thirty (30) days of the reassignment to determine if the condition mandating the reassignment still exists.

Involuntary reassignments shall not be for vacation cover, sick time cover, military leave, or for in-service training. Further, such involuntary reassignments shall not be made solely for

the purpose of avoiding the payment of overtime.

When the Chief determines that a change in the shift hours is necessary, whether voluntary or involuntary and whether during the annual shift bidding process or at any other time, the Chief, prior to implementation, shall meet and negotiate with the Union over the impact of such a change. The hours of any new shift shall be continuous for eight (8) hours and will include, but not be limited to, any reassignment to or reassignment from an administrative work schedule.

Newly hired officers are subject to the Field Training and Evaluation Program. This Program is a 5 ½ month period of training for new hires immediately following completion of the Police Academy.

All in-service training will occur 'on the officer's assigned shift, or on an overtime basis if outside the officer's assigned shift. In-service training is defined as follows: mandatory training as required by the Chief of Police, including but not limited to, training for CPR, firearms, defibrillators, attorney general matters, and Municipal Police Training Committee curricula selected by the Chief of Police.

Employees will be required to attend 8 hours of department training one (1) day every six (6) weeks. Hours are to be determined (hours limited to 6:00 a.m. to 8:00 p.m.), in lieu of a regular work day. Training shall be limited to 40 hours per member, per year. Remaining hours to be used for make-ups.

ARTICLE XXX SPECIALIZED SERVICE

In the event of an opening or creation of a new position in Specialized Services, the following will occur:

1. The Chief will notify the Union President of the proposed opening and meet to discuss same.
2. The criteria for the opening will be explained.
3. The opening and criteria will be posted for fourteen (14) days. Any member may apply.
4. Seniority may be considered as a factor in the choice. The choice will be in the Chief's sole discretion.

SCHEDULE OF SPECIALIZED SERVICE:

Police Safety Officer	14%
Traffic Bureau Officer	10%
Police Detective	10%
Special Assignment	10%*
DARE Officer	10%
Fingerprint Expert	7%

Photo Expert 7%
Breathalyzer Expert 1 Step

* Such assignment shall be for whatever period of time determined by the Chief of Police in his/her sole discretion and the Chief of Police shall be able to remove a unit member from such assignment at any time in his/her sole discretion and the additional compensation shall cease with the removal from the assignment.

ARTICLE XXXI
UNION BUSINESS LEAVE

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

- A. It is understood and agreed that although they 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.
- B. The only conventions covered by this Article are those hereinafter listed and only the number of members listed below may receive the benefits of this clause and only for the time period listed below:

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS CONVENTION:
FOUR (4) MEMBERS

- C. The Union shall select not more than four (4) Union stewards whose names shall be furnished to the Chief. Stewards and Union officers shall be granted reasonable time off if necessary during working hours to investigate and resolve grievances without loss of pay or other benefits. The above Stewards shall, however, obtain permission from the Chief or their commanding officer for the time referred to in the previous sentence.
- D. Members of the Union Negotiating Committee, not to exceed four (4), shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Union for the purpose of negotiating directly or indirectly the terms of a contract with prior notice to the Chief of Police. Such leave to include contract mediation, fact-finding and arbitration while negotiation or impasse resolution procedures are in progress. For grievance arbitrations, the Union President or designee will attend without loss of pay.
- E. Up to four (4) elected officers of the Local, President, Vice President, Secretary and Treasurer, or a member of the Executive Board, shall be granted time off, without loss of pay, for meetings, educational conferences, seminars, and training directly related to labor management relations and of their duties as exclusive

bargaining representative. Maximum tours of duty allowed hereunder not to exceed a total of twelve (12) per calendar year, (as a combined total amount for all officers).

- F. The above Union Business Leaves are to be allowed if attendance does not interfere with the nominal operations of the Police Department.

ARTICLE XXXII
PERSONAL LEAVE

As of January 1, each bargaining unit member will be granted twenty-four (24) hours of personal leave without loss of pay annually. This leave is in addition to other types of leave granted bargaining unit members by this Agreement. Personal leave may not be carried over from one calendar year to the next. Except for emergencies, personal leave shall be requested forty-eight (48) hours in advance and be used in increments of no less than four (4) hours. Vacation requests shall be given priority over non-emergency personal leave requests. Personal leave requests during Christmas week will be subject to the lottery system currently in effect. The use of personal leave shall not serve to increase the number of bargaining unit members granted time off on a holiday.

Personal leave requests will not be unreasonably denied except that staffing shortfalls and operational needs may be a proper basis for denial.

ARTICLE XXXIII
RETIREMENT NOTICE

All members who give the City of Pittsfield a one-year advance notice of their retirement will be paid \$1,000.00 upon retirement.

ARTICLE XXXIV
OPEN MANHOLE LANGUAGE

When an applicant for a street occupancy permit, road way excavation permit or application for permit applies for a permit and the presence of an outside police detail officer is required due to the location of the work, nature of the work, duration of the work and other circumstances which may affect traffic control or public necessity and convenience, such officer may be a condition on the granting of the permit.

When a hazardous traffic condition occurs relating to the aforementioned work, the Chief of Police or commanding officer of the watch may notify the Department of Public Works that the presence of an outside detail officer is recommended.

ARTICLE XXXV
OUTSIDE EMPLOYMENT

Bargaining unit members may engage in outside employment that does not by its nature or scope conflict with his/her duties as a Pittsfield police officer. For purposes of this article, work that shall be deemed to conflict shall include, but not be limited to, any business or enterprise regulated by any licensing authority, commission or bureau of the City of Pittsfield.

Bargaining unit members who seek to engage in outside employment must subject a request to the Chief of Police who will approve or disapprove the request in accordance with the foregoing paragraph.

ARTICLE XXXVI
DUTIES

CANINE DUTIES:

If the City requires canine duties in the future, said canine duties will be considered I.B.P.O., Local 447's bargaining unit work.

FRONT DESK DUTIES:

Except for the necessity for an outside officer, the City agrees to assign a member of I.B.P.O., Local 447 to the front desk area who would be responsible for the general administration of the front desk duties on the 8-4 and 4-12 shifts. The I.B.P.O., Local 447 and the City agree that there is no requirement for a front desk officer on the 1 2-8 shift. The following duties will be the primary responsibility of members of the I.B.P.O., Local 447, but not the exclusive responsibility. To that end, the City and the Union agree that the following duties may be performed by Emergency Telecommunications Dispatchers when required for the efficient operation of the department:

- a. Prisoner Intake – which would include running BOP, QH, QR (if needed), Q2, Q5, WMS and locating any warrants on WMS, LEAPS or NCIC.
- b. Entering information into the LEAPS/NCIC file –missing persons, stolen motor vehicles and stolen license plates, respond to YQ requests from other agencies within specified time limits, remove from LEAPS/NCIC any of the tasks performed, and maintain records of transactions.
- c. Firearms Applications –including receiving and making appointments for the applications received on shift, ensure money order or check is received with the application, run required LEAPS/NCIC on the applicant which include BOP, QNP, Q2, Q5 and WMSI.
- d. Outside Overtime –Members of the I.B.P.O., Local 447 shall be responsible for

obtaining and keeping all information for outside overtime requests and ensure that said requests are entered into the book marked “outside overtime”. The members of I.B.P.O., Local 447 shall also be responsible for making sure the officers working overtime are contacted. The member of the I.B.P.O., Local 447 may ask a dispatcher for assistance in accomplishment of task.

- e. Restraining Orders –Members of the Police Department shall be responsible for receiving from the Plaintiffs newly issued protective orders and shall complete Attempt of Service (tracking sheets) forms and mark them with “post its” with unit number for easy recognition by beat officers. Members of I.B.P.O., Local 447 shall also be responsible for coordinating for defendants in restraining order cases the picking up of their belongings in the presence of police. Emergency Telecommunications Dispatchers may be requested to assist in the process, if needed. The desk officer shall assign an officer for the removal of any of the defendant’s belongings.
- f. Summons –Receive summonses from the Court Officer and ensure that summonses requiring “in hand” service have a tracking sheet attached and “post it” note with unit number for easy recognition by the beat officer.
- g. WMS Updates –Collect the WMS updates for issued and recalled warrants by the Court, update C-Plims with the notifications and run WMS-7 one hour before the end of the shift to ensure all updates have been acted upon.
- h. Front Window –Responsible for helping the citizens who come to the window. This includes taking information for CAD, helping them fill out miscellaneous reports or contacting the appropriate police officer to take statements.
- i. Prisoner Watch –Monitor prisoners in the cellblock on the live monitor and checking on the prisoners by periodically walking into the cellblock to punch the time clock.
- j. Sergeant –As a required part of his/her duties, the Sergeant is expected to be in the booking room during the booking process of a prisoner, whenever possible.

SEX OFFENDER REGISTRY BOOK DUTIES:

The City shall ensure that the officer assigned to the sex offender registry book is properly trained. The sex offender registry book duties shall remain in the detective bureau. A job description shall be prepared containing the sex offender registry book duties. The duties associated with the sex offender registry book shall be primarily assigned to the detective bureau during the day shift. If the Chief decides to assign the duties of the sex offender registry book primarily to a shift other than the day shift, the Chief will consult with the Union prior to said change.

ARTICLE XXXVII
ON-CALL

Detectives, Crime Scene Services, or any officer that is required to carry a beeper on weekends who is called in will receive call-in pay or appropriate overtime pay, and will not be entitled to the below described compensatory pay.

The City agrees to compensate on-call Detectives and Investigators for weekend coverage by providing four (4) hours of compensatory time per day if they are not called-in. If they are called, the Officer shall only be entitled to be paid for the time worked under the current call-in provision, no compensatory time will be given for that day.

ARTICLE XXXVIII
RE-OPENER

Within one hundred and eighty (180) days prior to the expiration of this contract, either party may re-open 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 purposes of collective bargaining.

The City of Pittsfield and/or the Union may, at any time, reopen this contract if another school or municipal bargaining unit negotiates an overall economic package which involves retroactive pay that is not tied to health insurance. The economic packages that shall be examined are for the same period, i.e. July 1, 2010 through June 30, 2012. (School Department contracts shall be examined from September 1, 2010 through August 31, 2012 when the commencement date of the contract is September 1, 2010. The future impact of the contract beyond June 30, 2010 (or August 31, 2012 in the case of the School Department contracts with a commencement date of September 1, 2004) shall not be part of this examination.

ARTICLE XXXIX
TERM

This contract shall commence on July 1, 2016 and expire on June 30, 2019.

ARTICLE XXXX
IMPLEMENTED TERMS

The parties agree to incorporate the changes noted above in this agreement, all other existing Memorandums of Agreement, and all Side Letters into a comprehensive collective bargaining agreement.

IN WITNESS WHEREOF, the City of Pittsfield has caused this Agreement to be executed by its duly elected Mayor, and Local 447, International Brotherhood of Police Officers has caused this Agreement to be executed on its behalf by its duly elected President Officer.

CITY OF PITTSFIELD

By: Linda M. Tyer
Mayor Linda M. Tyer

Dated: 11/20/18

I.B.P.O.: [Signature]
President

Dated: 11/17/18