

**AGREEMENT BETWEEN
THE CITY OF PITTSFIELD
AND
PITTSFIELD FIRE FIGHTERS ASSOCIATION, LOCAL 2647, IAFF
for the period of
July 1, 2022 to June 30, 2025**

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PREAMBLE

WHEREAS, the Great and General Court of Massachusetts in its wisdom saw fit in the year 1973 to pass a law in which it recognized that the Fire Fighters and other employees of the City of Pittsfield have a statutory right to bargain collectively with the City;

WHEREAS, it is the intention of this Agreement to promote a harmonious relationship between the Fire Fighters and the City, recognizing the legitimate rights and needs of the Fire Fighters as well as the obligation of the City to protect the safety of the public.

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

**ARTICLE 1
RECOGNITION & UNION SECURITY**

- 1.1 The City of Pittsfield (the “City”) recognizes the Pittsfield Fire Fighters Association, Local 2647, IAFF (the “Association”) as the sole and exclusive bargaining agent for all full-time members of the Fire Department of the City (the “Department”) excluding only the Chief of the Department.
- 1.2 The City agrees not to discharge or discriminate in any way against employees covered by this Agreement (“Employee”) for union membership or activities.
 - A. No Employee shall be penalized or suffer any loss of compensation for participating in the negotiation of a collective bargaining agreement with the City.
 - B. Two Employees, as officials of the Association, shall be granted time off without loss of compensation on those occasions when they are acting as representatives of the Association in connection with the negotiation of a collective bargaining agreement, participating in grievance procedures or arbitrations and on each other occasion in which they are engaged in lawful union activities with representatives of the City.
 - C. All on-duty Employees shall have the right to attend meetings of the Association at headquarters.
 - D. Upon receipt of a form duly executed by an Employee, and acceptable in form to the City Treasurer, the City agrees to deduct from the wages of any Employee who is a member of the Association all Association membership dues and assessments required of Association Employees. Such deductions shall be made from each weekly pay period in each

calendar year. The City's responsibility for so deducting shall be limited to the terms of the authorization form.

- E. The written authorization for such deductions shall remain in full force and effect during the period of this Agreement and may be revoked only upon 60 days written notice from the Employee to the City and to the Association. The Association agrees to submit to the City a certification that such dues as are in effect from time to time are in accordance with the Constitution and Bylaws of the Association.
- F. The City agrees to provide the aforesaid service without charge to the Association.
- G. All monies deducted from the wages of the Employees shall be remitted to the Treasurer of the Association each month.
- H. A proper form authorizing deduction of Association dues is attached hereto as Exhibit A and incorporated herein provided however, that any form substantially similar in content shall be deemed acceptable.
- I. Nothing contained herein shall be construed to be contrary to regulations promulgated by the Labor Relations Commission of the Commonwealth as 402 CMR Sec. 17.00 et seq., pertaining to agency fees. Such regulations are incorporated herein by reference and the provisions of this Section 1.03 are subject thereto.

1.3 Such Employees as may be elected or designated as delegates to represent the Association shall be granted leave, with no loss of pay, under the following terms and conditions, and only for the purpose of permitting travel to, attendance at, and return from the conventions and conferences specified below and scheduled during the term of this Agreement;

- A. The only conventions and conferences covered by this Clause are those hereinafter listed, and only the number of employees listed below may receive the benefits of this Clause and only for the time periods listed below:
 - i. The International Association of Fire Fighters, AFL-CIO Conventions (held every even-numbered year). For the period of Sunday 8:00 a.m. through Saturday 6:00 p.m.

OR –

The Professional Fire Fighters of Massachusetts Conference (held every even-numbered year), for one day.

Attendance at meetings specified in (a) are limited to an allowance of two (2) Employees.

- ii. The Professional Fire Fighters of Massachusetts Convention (held every odd-numbered year). For the period of Sunday 8:00 a.m. through Friday 6:00 p.m.
 - a. Attendance at such meeting in (b) is limited to an allowance of two (2) Employees.
 - 1. One officer of the Association, the President, the Vice President, the Secretary, or the Treasurer, shall be granted tours of duty off without loss of compensation in order to permit them to attend the regular meetings and not more than one (1) special meeting in any calendar year of the Professional Fire Fighters of Massachusetts.
 - 2. The aggregate amount of compensated time off under paragraphs (a), (b) and (c), above, shall not exceed 240 hours for any one (1) calendar year.
 - b. The Association shall be responsible for submission of a list of Employees selected and scheduled to attend each of the above-mentioned conventions and conferences, and shall give reasonable written notice of the selection and scheduling to the Chief of the Department, such notice to be submitted not less than 7 days prior to the first scheduled date of absence of the Employees concerned. The Chief, or their designee, shall give written notice of approval or request a meeting to resolve differences with the President of the Association within 3 days of receipt of said notice.

- 1.4 The Employees shall retain their civil service rights now in effect and regulated by Chapter 31 of the General Laws.
- 1.5 The Association's President, or if he is unavailable, the Vice-President, or Treasurer, or Secretary of the Association shall be entitled to attend the funeral of a fellow Fire Fighter in the state, provided it is a military funeral; the Fire Fighter died in the course of employment; and the funeral is conducted in Massachusetts.

**ARTICLE 2
MANAGEMENT RIGHTS**

- 2.1 The listing of the following specific rights of management in this article is not intended to be a waiver of any rights of the City not listed herein. Such inherent management rights shall remain with the City except as they may be shared with the Association pursuant to specific provisions of this Agreement. Among the management rights vested in the City are the following: the right, in accordance with applicable law, to hire, promote, transfer, suspend, assign, demote, discharge

and to relieve Employees from duty, and such other rights as are granted by law. The work assigned herein shall mean daily routine duty assignments. The City must have the capability to protect the public against fire and other hazards and to take whatever action is necessary in emergency situations.

ARTICLE 3 DUTIES

- 3.1 Employees shall perform fire prevention and fire fighting duties and related work, as required, and as assigned by the Fire Chief and/or subordinate officers for the protection of persons and property. Duties require participation in the extinguishment of fire and miscellaneous duties related thereto, various duties as assigned in connection with accidents, storms, floods, hurricanes or other emergencies. Fire prevention control activities include participation in various in-service programs and inspections such as tank removal supervision, issuance of smoke detector certificates, tagging junk vehicles, attendance at training courses and drills, driving and operation of equipment and routine custodial work at stations. In no event shall a firefighter be assigned fire prevention control activities without adequate training.
- 3.2 Deputy Chief duties shall include the performance of administrative and technical fire fighting work; assisting in the direction of activities of a municipal Fire Department; acting for the Fire Chief in their absence or as delegated; assisting the Fire Chief in coordinating and directing the activities of a municipal Fire Department; directing personnel and maintaining departmental efficiency, order, discipline and other personnel matters; responding to fire alarms and directing fire fighting operations; directing or performing inspection of buildings for fire hazards; and performing related work as required.
- 3.3 Members of the firefighting force (Fire Fighters) shall not be required to do mechanical work on non-departmental equipment or to paint, do carpentry, plumbing, electrical, roofing and masonry work or wash ceilings (and such work shall not be considered routine custodial work at stations) or do mechanical work on apparatus and vehicles other than routine preventive maintenance.
- 3.4 Bomb scare procedures will be as they have been in the past in regard to search and evacuation. If a device is found, the "Deputy Chief on duty" will take the necessary action as to the isolation, protection and disposal of the device. Before the State Police unit or a military unit is called to the scene to remove the device, the Department Chief will be notified. No Employee shall be required to handle such a device.
- 3.5 Employees will not be required to drive private ambulances from the scene of an incident to the hospital or other medical facility.
- 3.6 All new hires must attend and pass the 10-week Massachusetts Fire Academy recruit training program as a condition of continued employment. Failure to successfully complete the Academy, whether prior to or after the expiration of the probationary period, and absent just cause, shall result in termination of employment. For purposes of this Section,

successful completion of the ten-week Academy is defined as a final grade of seventy-five percent (75%) and a total maximum number of deficiency points of seventy-five (75).

**ARTICLE 4
HOURS OF EMPLOYMENT**

4.1 All Fire Fighters shall work a 42 hour work week, by schedule and number of hours of work per tour and per week, as set forth below.

WORK SCHEDULE

Week	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
1	B	O	B	O	O	O	O
2	O	B	O	B	O	O	O
3	O	O	B	O	B	O	O
4	O	O	O	B	O	B	O
5	O	O	O	O	B	O	B
6	O	O	O	O	O	B	O
7	B	O	O	O	O	O	B
8	O	B	O	O	O	O	O

B = Block, and is defined as a twenty-four (24)-hour working period consisting of a ten (10)-hour day tour (7:45 a.m. to 5:45 p.m.) and a fourteen (14)-hour evening tour (5:45 p.m. to 7:45 a.m.)

4.2 Early relief will be allowed between 6:45 a.m. and 7:45 a.m. and between 4:45 p.m. and 5:45 p.m. on an individual case-by-case basis subject to the approval of the officer-in-charge, such approval shall not be unreasonably withheld.

4.3 In recognition that the function of the Fire Service is to protect the life, health, safety, and property of the public and that the responsibility of seeing that such function is performed is imposed by law on the Mayor of the City and on the Chief of the Department, the City reserves the right to temporarily alter the work schedule of Employees when and only so long as public emergency and necessity require such a change.

4.4 The Administrative Deputy shall have a work schedule of 7:30 a.m. to 4:30 p.m., Monday through Friday, with a one hour unpaid lunch hour each day.

- 4.5 The Master Mechanic shall have a work schedule of 7:30 a.m. to 4:00 p.m., Monday through Friday, with a 1/2 hour unpaid lunch hour each day. Members of the Fire Prevention Division shall have a regular work week of 7:30 a.m. to 3:30 p.m., Monday through Friday, with a one-hour unpaid lunch hour, except that one member of the Fire Prevention Division shall stay until 4:30 p.m., on a rotating basis each weekday while the office is open. The Training Officer shall have a work schedule of 7:30 a.m. to 4:30 p.m., Monday through Friday, with one-hour unpaid lunch.

ARTICLE 5 VACATIONS AND PERSONAL LEAVE

- 5.1 Employees who, on June 1 of any year, have thirty (30) or more weeks of service with the City, whether or not such service has been entirely within the Department, but less than one (1) year of such service, shall be granted one (1) working tour for each four (4) full calendar weeks of such service not to exceed, however, eight (8) tours.
- 5.2 Employees with one (1) year or more of service within the City, whether or not such service has been entirely within the Department, but who have less than five (5) years of such service, shall be granted eight (8) working tours of paid vacation annually.
- 5.3 Employees with five (5) years or more service with the City, whether or not such service has been entirely within the Department, but who have less than ten (10) years of such service, shall be granted twelve (12) working tours of paid vacation annually.
- 5.4 Employees with ten (10) years or more of service with the City, whether or not such service has been entirely within the Department, but who have less than twenty (20) years of service, shall be granted sixteen (16) working tours of paid vacation annually.
- 5.5 Employees with twenty (20) or more years of service with the City, whether or not such service has been entirely within the Department, shall be granted twenty-two (22) working tours of paid vacation annually.
- 5.6 Any Employee may take any or all vacation tours as loose vacation tours.
- 5.7 The effective date for the provisions of Sections 5.02 through 5.06 shall be the anniversary date of each Employee's service with the City. All scheduling for additional tours is to be made in the same manner as for already earned vacation notwithstanding the fact that the additional vacation has not been officially earned and credited.
- 5.8 The vacation period shall extend from January 1 to December 31 of each year and a vacation schedule shall be prepared and posted in all Department buildings annually in the month of December for the next calendar year and Employees may sign up for requested vacation from date of posting to December 15. Within

twenty (20) calendar days of December 15 of each year, the Chief shall review the vacation selections as submitted and resolve conflicts between and among Employees by seniority, which for purposes of this section, shall mean length of service in the Department.

- 5.9 Employees may elect to convert any and all working tours of vacation, including loose tours in excess of eight (8) tours to additional compensation in lieu of vacation each year. Requests for vacation conversion shall be made in writing to the Chief not later than November 1, with such vacation conversion being paid the second payday of said month of November. Employees so electing and so notifying the Chief shall be entitled to receive 10.5 hours of compensation for each such working tour. Employees who are unable to use their vacation prior to the end of the calendar year because they are out injured-on-duty will be allowed an end of the year vacation conversion subsequent to November 1st.
- 5.10 Vacations will be picked by seniority in the Department. Only three (3) Employees will be on vacation at any time per group. Only two (2) Employees will be on loose vacation tours at any one time per group, unless there are no Employees on vacation, in which case five (5) Employees will be allowed loose vacation tours. Effective July 1, 2012, only three (3) officers may be on vacation/loose vacation on any tour.
- 5.11 Employees shall designate their vacation preferences in writing by selection round as set forth below:
- A. Round One - Employees may state their preferences for one week or for two consecutive weeks of vacation tours.
 - B. Round Two - Employees may state their preferences for:
 - i. two additional consecutive weeks of vacation tours (two non-consecutive weeks must be taken in separate rounds);
or
 - ii. one week of vacation tours.
 - C. Round Three - Employees may state their preferences for one additional week of vacation tours.
 - D. Round Four - Employees may state their preferences for one additional week of vacation tours.
 - E. Round Five - Employees may state their preferences for up to two loose vacation tours.
 - F. Round Six - Employees may state their preferences for up to two loose vacation tours.
 - G. Additional rounds shall be available for choosing up to two loose tours until all Employees have used up their loose vacation tours or

decided to bank them. As to banked tours, in the event of simultaneous requests, seniority in the Department will take precedence.

- 5.12 Notice of cancellation of loose vacation tours by any Employee shall be given not less than five days in advance of the scheduled loose vacation tour.
- 5.13 Notice of cancellations will be posted at all stations within 24 hours of cancellation. The Deputy Chief shall call all stations when a loose vacation tour slot opens due to cancellation.
- 5.14 All Employees shall be returned to the group they were on when they bid for vacation for a period that shall run from two (2) weeks in advance of their scheduled vacation to two (2) weeks after their scheduled vacation. An Employee will be allowed to remain on a group, subject to the approval of the Chief. Group transfers shall take place only during the second week of January.
- 5.15 To the extent they may conflict with existing policies and past practices, the provisions of Section 5.01 through 5.06, and 5.08 through 5.12, above, shall not apply to the Master Mechanic, Training Officer and members of the Fire Prevention Division, as to whom the entitlement to vacations and to personal days, and the administration thereof, existing policies and past practices shall control.
- 5.16 Employees shall continue to accumulate vacation leave while on injured-on-duty status, pursuant to M.G.L. Chapter 41, Section 111F, according to the following provisions. The maximum period for which vacation leave shall be accumulated for Employees hired by the Department before December 12, 1994 shall be two (2) years from date of injury. The maximum period of accumulation for Employees hired thereafter shall be six (6) months from date of injury. Any Employee, regardless of date of hire, who returns to active duty from 111F status, shall be compensated for all vacation accumulated during the period of injury, even if said period exceeds two (2) years. The terms of this Section 5.15 shall take precedence over any contrary provision of this Agreement and over Chapter 16, Section 17(9) of the Pittsfield City Code.
- 5.17 An Employee on vacation leave who becomes ill or incapacitated may not use sick leave under Article VII for any portion of the scheduled vacation period. Their sick leave will not be charged and their vacation leave will not be credited.
- 5.18 Each Employee shall be entitled to one (1) block or two (2) tours per year to use as personal time. Use of personal time cannot consist of a partial tour. Employees will make reasonable efforts to inform the Chief or their designee twenty-four (24) hours in advance of the tour to be taken as a personal time. Personal time may only be used in accordance with Section 5.10, above.
- 5.19 An Employee with twenty (20) or more years of service with the City, whether or not such service has been entirely within the Department, with an effective date of retirement with the City of Pittsfield between July 1st and December 31st is

entitled to be paid twenty-two (22) tours of vacation upon retirement. This payment is in addition to any vacation payment due to the Employee as a result of unused vacation, which was credited to the Employee on January 1st in the year of retirement. All such vacation pay shall be at the rate of pay in effect at the time of retirement, and in the event of death, shall be paid as directed by the Employee's will or, otherwise, to the spouse or next of kin.

- 5.20 An Employee who works one (1) full calendar year without a sick day shall be entitled to one (1) additional Block to use as a personal day the following year.
- 5.21 Vacation weeks shall run Sunday through Saturday to align with work scheduled outlined in section 4.1.
- 5.22 Members will be able to view and/or receive an accrual report on a quarterly basis, which shall indicate accrued sick, vacation, and personal time available to the member.

ARTICLE 6 HOLIDAYS

- 6.1 The following holidays shall be paid holidays for all Employees:
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - President's Day
 - Patriots' Day
 - Memorial Day
 - Juneteenth Independence Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Day
- 6.2 For all of the days listed in Section 6.01, every Employee whether or not incapacitated due to illness or injury, shall be entitled to additional compensation, determined in accordance with Section 6.03, regardless of whether such Employee was required to be on duty for any or all of said days.
- 6.3 The rate of holiday compensation for each paid day defined in Section 6.1, above, shall be 1/4 of the Employee's then effective weekly rate of compensation.

ARTICLE 7 SICK LEAVE, FUNERAL LEAVE & OTHER LEAVE

- 7.1 On January 1 of each year, each Employee shall be credited with fifteen (15) tours of sick leave. Sick leave shall be earned at the rate of 1.25 tours of sick leave per month of service.
- 7.2 Sick leave may be accumulated without limit.
- 7.3 Employees may use up to fifteen (15) tours of sick leave from accumulated sick leave in a calendar year for illness in the immediate family. Immediate family, for purposes of this section, means husband, wife, dependent children, and parents.

- 7.4 In cases of undue hardship, the Chief, in their discretion, may allow any Employee to use accumulated sick leave in advance of the crediting date in order to avoid loss of compensation.
- 7.5 In charging Employees for use of sick leave, no Employee shall be charged more than the actual number of working tours which such Employee may have been absent as the result of non-service connected illness or injury.
- 7.6 All Employees 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 or in the course of employment. Holidays and any other day or tours not included in the normal work week shall not be included in the computation of the number of tours allowed hereunder.
- 7.7 To qualify for compensated funeral leave, each Employee shall submit proof of relationship and death satisfactory to the Chief, whereupon they shall be granted bereavement leave with full pay.
- 7.8 Absence for personal reasons. All Employees shall receive their regular compensation during absence from work due to the death of:
- A. Parents, Spouse, Child: 5 tours off
 - B. Brother, Sister, Grandparent, Grandchild, Stepchild, Step parent: 3 tours
 - C. Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law: 2 tours
 - D. Aunt, Uncle, Niece, Nephew: 1 block
 - E. All relationships are by Blood or Marriage.
- 7.9 Bereavement leave is to be separate from, and shall not be charged to sick leave or vacation leave.
- 7.10 All Employees shall be entitled to the benefits of any Federal and State laws relative to family medical leave.
- 7.11 Use of bereavement leave shall not preclude an Employee from accruing one Loose Vacation Block if that Employee has not used sick leave during a one year period.
- 7.12 In addition to leaves authorized above, the Chief may authorize an Employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working tours in any calendar year, which authorization shall not be unreasonably withheld.
- 7.13 The Mayor may authorize special leaves of absence, with or without pay, for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university, or business school

for the purpose of training in subjects related to the work of the Employee and which will benefit the Employee and the City; urgent personal business requiring Employee's attention for an extended period of time such as settling estates, liquidating a business, serving on a jury and attending court as a witness and for purposes other than the above that are deemed beneficial to the City.

- 7.14 The City Council, upon the recommendation of the Mayor, may grant leaves of absence, with or without pay, in excess of the limitations above for the purposes of attending extended courses of training at a recognized university or college and for purposes that are deemed beneficial to the City.
- 7.15 The Parties agree to the following procedure concerning sick leave and the City's ability to require an examination by a second health care provider.
- A. An Employee who is absent from duty for less than three consecutive tours shall report to their supervisor prior to the date of absence and in no case later than one hour prior to the scheduled reporting time on the first tour of absence that they is using a sick tour or family sick tour. The Employee need not report the reason that the Employee is using a sick tour or family sick tour. The City may not order the Employee to be examined by any health care provider. All unauthorized and unreported absences may be considered an absence without leave, deduction of pay may be made for the period of absence, and such absence may be the grounds for disciplinary action at the sole discretion of the Chief.
 - B. An Employee who is absent from duty for at least three consecutive tours but less than five consecutive tours shall report the specific reason therefor to their supervisor. Prior to reporting to duty, the employee shall furnish their supervisor or the Chief with a physician's note or physician's certificate from the Employee's health care provider indicating the reason(s) for the absences and that they are cleared to return to work. The City may not order the Employee to be examined by another health care provider.
 - C. An Employee who is absent from duty for five or more consecutive tours shall report the specific reason therefor to their supervisor. Prior to reporting to duty, the Employee shall furnish their supervisor or the Chief with a physician's note or physician's certificate from the Employee's health care provider indicating the reason(s) for the absences and that they are cleared to return to work. In accordance with the FMLA, the City may require the Employee to furnish a medical certification from the Employee's health care provider by completing a Department of Labor FMLA Certification Form (the "Form") relating to the need for the leave. In accordance with the FMLA, the City also may order the Employee to be examined by another health care provider. If the Employee furnishes a physician's note or physician's certificate from the Employee's health care provider indicating the reason(s) for the absences and that they are cleared to return to work, their return to work shall not be delayed nor shall any

additional sick time be charged to the Employee while obtaining the Form or waiting to be examined by another health care provider.

D. The above-referenced (7.15.1-7.15.3) is not intended to apply in cases in which an Employee is injured on duty. The Parties intend the current practice to remain in place with regard to Employees who are injured on duty.

7.16 Any Employee or designated beneficiary who, upon separation from service with a minimum of ten (10) years' service, shall be compensated for each tour of accumulated sick leave due to them at 50% of the rate of pay in effect immediately prior to separation from service, and such accumulation shall not exceed 140 tours, for the purposes of this section. In addition, any Employee who has accumulated more than 140 tours shall receive a merit incentive of \$350. In the event of death, such compensation shall be paid directed by the Employee's will or, otherwise, to the spouse or next of kin.

7.17 Any Employee who believes that they is unable to work on account of hypertension or heart disease, as those terms are used in G.L. c. 32, § 94, shall be examined by the City's contracted medical provider. If this provider confirms that the Employee is incapacitated by hypertension or heart disease and that their hypertension or heart disease resulted from the performance of their duties, the City, as required by law, shall place the Employee on injured on duty status pursuant to G.L. c. 41, § 111F. If the medical provider finds that the Employee is incapacitated by hypertension or heart disease but that this condition did not result from the performance of their duties, the Employee may obtain a second opinion from their personal physician. In the event of a disagreement between the City medical provider and the Employee's personal physician, a third physician, selected by the first two, shall examine the Employee and give an opinion which shall be binding on the City and the Employee for purposes of eligibility for continuing eligibility for so-called 111F benefits. During the period while this determination is being made, the Employee shall be carried as injured on duty under the terms of this paragraph. The Employee shall remain in § 111F status for a period of six (6) months. After six (6) months, if the Employee has not returned to work, unless there is a reasonable medical possibility that the Employee will be able to return to work within one year, again as determined by the City's physician, or, in the event of a disagreement, by the third physician, the Employee shall file for accidental disability retirement. In the event the Employee fails to file such an application, the City may file an involuntary application for accidental disability retirement on behalf of the Employee. If the Employee does file such an application, the City shall continue to carry them as injured on duty until their retirement application has been finalized.

7.18 Any Employee who has used sick leave, funeral leave, or any other leave is required to Call-Off of such leave prior to the start of the Employee's next scheduled full block as follows: no later than 5:45 hours for the day shift and no later than 13:00 hours for the night shift.

7.19 Sick bank for association members: the policy for the sick bank shall be attached to this agreement.

7.20 The City agrees to post the provisions of the Small Necessities and Domestic Violence Leave act in all City buildings including the Fire Department.

**ARTICLE 8
PARENTAL LEAVE**

8.1 For the purpose of this Agreement, the City agrees that absence due to pregnancy and delivery shall be treated as absence due to illness. To the extent sick leave has been accrued, an Employee may use the same in connection with their pregnancy and delivery.

8.2 An employee shall be granted two (2) full tours of duty without loss of compensation and without the requirement of making up said time, in connection with the birth of the employee's child. Time off taken pursuant to this section shall be deducted from the Employee's accumulated sick leave.

**ARTICLE 9
WAGES AND COMPENSATION**

9.1 Beginning July 1, 2022, bargaining unit members shall receive a salary increase in the following manner:

- 7/1/22: Delete current Step 1 and make current Step 2 the new Step 1.
- 7/1/23: Delete current Step 1 and make current Step 2 the new Step 1.
- 7/1/24: Delete current Step 1 and make current Step 2 the new Step 1.
- Add new steps as follows:

Firefighters, Fire Officers (excluding Fire Prevention LT/Training Officer), & Mechanic		Inspectors/Fire Prevention LT, & Training Officer	
Step 6	3.0%	Step 7	3.0%
Step 7	2.0%	Step 8	2.0%
Step 8	2.0%	Step 9	2.0%

- Any members at the top step 5 or 6 accordingly as of July 1, 2022 will automatically increase to the next step (6 or 7), with step increases on July 1, 2023 (7 or 8) and July 1, 2024 (8 or 9).

Wages and all regular compensation shall be paid by direct deposit. Salary schedules shall be attached to the collective bargaining agreement.

A .Step progression for Fire Fighters shall reflect the following schedule:

- Step 1 Starting rate
- Step 2 6 months
- Step 3 12 months
- Step 4 24 months
- Step 5 36 months
- Step 6 48 months
- Step 7 60 months
- Step 8 72 months
- Step 9 84 months (Inspectors)

B . Step progression for Fire Officers shall reflect the following schedule:

- Step 1 Starting rate
- Step 2 6 months
- Step 3 18 months
- Step 4 30 months
- Step 5 42 months
- Step 6 54 months
- Step 7 66 months
- Step 8 78 months
- Step 9 90 months (Fire Prevention LT/Training Officer)

Any member who begins a new position at other than step 1 in new rank/position will progress to the next step at 6 months and after 12/18 months, 24/30, 36/42, 48/54, 60/66, 72/78, 84/90 respectively.

- 9.2 To the extent that the provisions of Section 9.1 are retroactive, all overtime worked, holidays observed, and night differentials and educational compensation shall be adjusted retroactively and paid to Employees to the extent that the wage schedule results in higher compensation for overtime, holidays, night differential and educational compensation.
- 9.3 All retroactive money due Employees shall be payable not later than thirty (30) calendar days following the approval of this Agreement by the City Council of the City.
- 9.4 Bilingual Fire Fighters (Spanish/English only) shall be entitled where one of the following standards has been met, to a four percent (4%) differential for assisting the Department with Spanish-speaking citizens:
- A. The firefighter is determined by the Fire Chief to be proficient in Spanish based on the firefighter's current ability to effectively use Spanish in fire department investigations and communications with Spanish speaking individuals with regard to Fire Department business.

- B. For newly hired firefighters, the Fire Chief may make the determination that the firefighter is proficient in Spanish based on the Fire Chief's investigation of the firefighter's prior employment and involvement in fire investigations involving Spanish speaking individuals and other fire department business.
 - C. The firefighter takes an oral and written examination administered by the Berkshire Community College, and College personnel determine that the firefighter is currently able to effectively be involved in fire investigations with Spanish speaking individuals and other fire department business.
 - D. The firefighter takes courses at Berkshire Community College regarding learning Spanish to be used in fire investigations and other fire department business and passes with a grade of B or better, and subsequently takes refresher courses required every three years all as determined by Berkshire Community College unless said requirement is waived in writing by the Fire Chief because the Fire Chief has determined the refresher course is not needed by that individual.
 - E. Benefit under this article shall be awarded to Fire Fighters for proficiency in the following additional languages, and subject to the other provisions set forth under this article: French, Russian, Portuguese, and ASL.
- 9.5 Each Employee who provides the City with written notice not less than one year in advance of their retirement shall be entitled upon retirement to a retirement notification payment of One Thousand Dollars (\$1,000.00).
- 9.6 Dive Team, Technical Rescue and Fire Investigation Team members shall earn an additional 4% to be added to their base salary for all contractual purposes including overtime.

ARTICLE 10 OVERTIME AND COMPANY STRENGTH

- 10.1 Employees of the bargaining unit who are called back to duty shall be entitled to compensation at the overtime rate established herein for all hours worked; provided, however, that a 4-hour minimum at overtime rates shall apply when such Employees are called back. For the purposes of this Section, an Employee shall be deemed to have been called back if at any time subsequent to being relieved from their regular tour of duty, whether or not by another Employee, and at any time before such Employee is next scheduled to return to duty by the Chief of the Department or by someone acting as Chief of the Department or acting on behalf of the Chief of the Department and the Employee does so return to duty.
- 10.2 Any Employee who is called back need not work the full four hours in order to be eligible for the minimum of four hours pay mentioned above. The call-in period begins when the Chief or their designee calls for the additional apparatus which necessitates a call-in of Employees. The call-in period ends when the Chief or their designee declares that the emergency which necessitated the call-in is over,

the pre-emergency status is re-established and the Chief or their designee excuses the called-in Employee(s).

- 10.3 When an Employee is required to appear before a court or administrative board pertaining to the employment situation, but not of a personal nature, their position on the call-in list shall not be effected.
- 10.4 All overtime shall be compensated by applying a fifty percent (50%) premium to the hourly base compensation as determined under the prior collective bargaining agreement and the previously effective minimums shall continue for the duration of this Agreement.
- 10.5
- A. The prescribed time for call-in for overtime for the day tour is 5:45 a.m. to 7:45 a.m. with the following exception. If an Iamresponding request for overtime availability is sent between 5:45 p.m. and 7:00 p.m. the night prior to the day tour overtime, then the prescribed time for overtime call in is 8:00 p.m. to 9:30 p.m. the night prior and 5:45 a.m. to 7:45 a.m. for that day tour. Failure to respond to Iamresponding the member will be called during that time frame if no answer that member will be bypassed and counted as refusing overtime.
- B. The prescribed time for call-in for overtime for the evening tour is 3:45 p.m. to 5:45 p.m. with the following exception. If an Iamresponding request for overtime availability is sent between 7:45 a.m. and 11:00. a.m. then the prescribed time for overtime call-in for the evening shift is 1:00 p.m. and 5:45 p.m. Failure to respond to Iamresponding the member will be called during that time frame if no answer that member will be bypassed and counted as refusing overtime.
- C. Any failure or refusal to report by an employee when called at another time will not affect the Employee's status on the call-in list.
- 10.6 When the absence of a Fire Fighter (regardless of the precipitating reason for such absence) creates a need to call in an additional Fire Fighter on regular time or overtime, Fire Fighters will be called in starting with the most senior member on the primary group and proceeding down the list so that all members within the group are called equally. If an officer is next and there is not a slot for their rank (or higher rank) they shall be skipped and called the next time a slot for that rank (or higher) is open. When the primary group is exhausted, the same principle will be applied to the secondary group and so on.
- 10.7 For example, if the Deputy Chief of the primary group is next for overtime and a Deputy is not needed, that Deputy shall be skipped and returned to the next time a Deputy Chief's slot is open. If a Lieutenant is next and a Captain's slot is open, that Lieutenant shall be called unless there is a Captain who has been skipped more than they have been. In such a case, the Captain will be called first and the Lieutenant will be called the next time an officer's slot is open. It is understood that some groups will get called more often than others and that at the end of the year there may be a small discrepancy between members within a group but that

the intent of this Section is that overtime be distributed among Fire Fighters as equally as practicable.

- 10.8 If a vacancy cannot be covered by calling in for voluntary overtime, the “ordered-in” overtime list will be used in ascending order from the most junior firefighter or officer on the primary overtime group, who was not yet ordered to report to work. The intent of the “ordered-in” list is to evenly distribute mandatory overtime among all group members at each rank.
- 10.9 When there is sufficient manpower on duty and Truck 11 is needed to respond to a call, it will have a driver and seat man. This will mean that 23 officers and Fire Fighters, excluding the Deputy Chief, will have to be on duty. If there are less than 23 officers and Fire Fighters on duty, then Truck 11 will not be available to use if it is called for. However, the Deputy Chief on duty may put an engine out of service and man Truck 11 to assist on a call in the same manner as when an additional engine is called to assist on an incident. When an engine is put out of service and the personnel are used to man Truck 11, the entire crew, officer and two Fire Fighters, will take it to the scene.
- 10.10 When a hose line is pulled off the Quint, Fire Alarm will be notified so that one officer and two Fire Fighters will be called in.
- 10.11 The City, pursuant to Civil Service law, has the right to establish a reserve list by vote of the City Council. The City will use reserve Fire Fighters, once appointed, only for emergency situations once all regular full-time Fire Fighters have been offered an opportunity to work and only to work for Fire Fighters who have been injured on duty, who are receiving benefits pursuant to G.L. c. 41, § 111F, who have applied for disability retirement and who are not expected to return to work. The City will not use reserve Fire Fighters for any other purpose and, specifically, will not use such Fire Fighters to reduce overtime opportunities for regular Fire Fighters.
- 10.12 To be eligible for overtime, an Employee must have worked 24-hours (one full block, two full tours, or three 8 hour days for administrative staff) after serving any level of suspension.
- 10.13 Compensatory time: Employees in Fire Prevention, day workers, and the Master Mechanic may, in advance, request compensatory time off in lieu of overtime pay. Such compensatory time off shall be at the rate of 1.5 hours for each hour worked in excess of the normal work schedule. The Fire Chief has the sole discretion to grant such a request. No Employee may accumulate more than one hundred and twenty (120) hours of compensatory time off. Compensatory time so granted is to be used in the same manner as a loose vacation tour.

ARTICLE 11

ASSUMPTION OF ADDITIONAL RESPONSIBILITY

- 11.1 The compensation provided for in this Article shall be known as "accepting additional responsibility" money.

- 11.2 All assignments accepted by Fire Fighters to duties having greater responsibilities than those associated with their permanent Departmental rank shall be compensated assignments and shall be compensated as follows:

<u>Current Rank</u>	<u>Assignment</u>	<u>Amount</u>
Fire Fighter	Lieutenant	\$25.00 per tour
Lieutenant	Captain	\$25.00 per tour
Captain	Deputy Chief	\$25.00 per tour
Deputy Chief	Chief	\$100.00 per week*

*If a Deputy Chief is qualified for and is temporarily required to regularly serve in and accept the responsibility for work in a higher position, such Deputy Chief shall receive, the entrance rate of the Chief salary grade, or one step above the present rate, whichever is higher.

- 11.3 On an annual basis (usually in December), the Chief or the on-duty Deputy Chiefs will establish AAR lists for each group for the purpose of making assignments of Fire Fighters to positions of additional responsibility as follows:
- A. No one will be eligible for AAR duties prior to passing a written test to determine qualification to perform AAR duties. The test will be prepared jointly by the Chief and a representative of the Association and will be graded as a pass/fail, with a passing score of 70. Once the test has been successfully passed, a Fire Fighter is eligible for AAR without retesting during the term of employment. An eligibility list will be established after testing and maintained thereafter. Seniority by group determines the AAR call. A Fire Fighter may be removed from the AAR eligibility list for just cause. Any Fire Fighter who has previously passed a promotional exam will not need to take the AAR test to be eligible for AAR.
 - B. Starting with the most senior members of the group, the Chief or the on-duty Deputy Chief will ask Fire Fighters if they are willing to accept positions of additional responsibility. The Chief or the on-duty Deputy Chief will request the willing Fire Fighters to sign up for such assignment within a reasonable time period, and those Fire Fighters who are willing to accept such assignments must sign up for such assignments within the reasonable time period. A Fire Fighter who does not sign up for such assignments within the reasonable time period is not willing to accept such assignments and will not be placed on the AAR list.
 - C. When the Chief or the on-duty Deputy Chief has a list of six Fire Fighters who are willing to accept assignments of additional responsibility, the Chief and/or the on-duty Deputy Chiefs will decide whether, in their opinion, the listed Fire Fighters are qualified to accept such assignments. After a determination of qualification is made by the Chief and/or on-duty Deputy Chiefs, the AAR list for each group, which contains the names of at least six Fire Fighters in descending order of

seniority, will be posted. Among Lieutenants and Captains, seniority shall be in accordance with the amount of time they have held the rank of Lieutenant or Captain, respectively.

- D. It is agreed and understood between the parties that not all Fire Fighters will be asked if they are willing to accept positions of additional responsibility, only that amount that is necessary to produce a list of six Fire Fighters in descending order of seniority who are willing to accept assignments of additional responsibility.
 - E. Should a Fire Fighter wish to formally rescind their willingness to accept assignments of additional responsibility, they shall notify the Chief or the on-duty Deputy Chief in writing. A Fire Fighter may be removed from the AAR list at any time if the Chief and/or on-duty Deputy Chiefs determine that the Fire Fighter is no longer qualified.
 - F. If there are no Fire Fighters on the AAR list available to accept such an assignment of additional responsibility, overtime assignments will be made in accordance with Article XXVI of the collective bargaining agreement.
 - G. Involuntary assignments of additional responsibility may only be made by the Chief and/or on-duty Deputy Chiefs in the case of an emergency situation.
- 11.4 For the purposes of the Article, the word "tour" shall mean any part of a tour for which a Fire Fighter is assigned.
- 11.5 When an additional Engine Company is placed in duty, Lieutenants shall be included among Fire Fighters called back to duty. Whenever Truck II is given an incident number and is dispatched as a response vehicle, two (2) Fire Fighters shall be assigned to it. When a call back to duty is made for a multiple-alarm fire, a Fire Fighter will be called back and specifically assigned to service the auxiliary breathing apparatus.
- 11.6 When the Fire Prevention Officer is absent, the Employee working in the Fire Prevention Bureau with the most senior certificate in the Fire Prevention Bureau will receive AAR pay. Otherwise, the most senior inspector in the Fire Prevention Bureau will receive AAR pay.
- 11.7 Employees shall have the right to engage in station bidding within groups. Generally, seniority in the Department shall be the controlling factor, except as to officers, as to whom seniority in rank shall control. The Chief of the Department, however, may vary the results of station bidding if, in their judgment, it is in the best interest of the Department. In any case in which the Chief intends to vary the results of station bidding, the Chief first shall discuss with the Union President the reason or reasons that justify the variance from seniority as the controlling factor. The Chief's decision shall not be subject to the grievance procedure set forth in

Article XXVIII, unless it is alleged to be discriminatory or arbitrary and capricious.

- 11.8 If there is a permanent vacancy in an officer rank, it shall be filled on a temporary basis with someone from an active civil service list, if a list exists, instead of being filled with an Employee assigned to an AAR position.
- 11.9 If there is a temporary vacancy of less than thirty (30) days in an officer rank, it shall be filled by qualified personnel by the use of these Assumption of Additional Responsibility provisions. Vacancies of greater than thirty (30) days will be filled as set forth in Section 22.3, below.

**ARTICLE 12
LONGEVITY**

- 12.1 Longevity increments shall be as follows:

Service	Amount
6 -11 Years	1%
12-17 Years	2%
18 -23 Years	3%
24 -29 Years	4%
30+ Years	5%

- 12.2 Payments made under this Article shall be included in the basic or regular rate of compensation for all purposes, including computing compensation for holiday work, overtime or call-in pay, retirement and wage increases.
- 12.3 In determining whether or not an Employee is entitled to additional compensation due to seniority, and the amount thereof, where the employment has not been continuous, all period of employment with the City shall be added to each other except where the employment was terminated through fault, deficiency, resignation or act of the Employees, and such separation from employment exceeds 60 days.
- 12.4 The Employee shall be entitled to the additional compensation under this Article commencing on the first payroll period following the time when the Employee shall have completed the necessary period of service set forth above.

**ARTICLE 13
NIGHT DIFFERENTIAL**

- 13.1 The night differential is established on the base hourly pay for each Employee. Said base hourly pay shall be determined by dividing the base weekly pay in effect from time to time by 42 and the weekly payment shall equal 4.0 hours at such rate.

- 13.2 If an Employee is injured in the line of duty, on vacation or sick leave, there shall be no loss of night differential pay then in effect for normally scheduled night duty.

ARTICLE 14
UNIFORMS, LEATHER AND TOOL ALLOWANCES

- 14.1 The Fire Chief shall prepare and publish a list of clothing and equipment approved as part of the Department uniform. Equipment included on the list shall be eligible for purchase under the voucher system set forth in this Article, but Employees shall not be required to purchase any equipment item. Employees shall be responsible for purchasing clothing and equipment through the use of vouchers after initial provisioning of new Employees with three (3) short sleeve shirts, three (3) long sleeve shirts, six (6) pairs of trousers and one (1) jacket. Jackets shall be replaced every three (3) years if needed in the opinion of the Chief or their designee. The voucher amount shall be \$500., All vouchers for a given year shall be submitted not later than May 30.
- 14.2 If an Employee does not use the full amount of voucher available in a given year for uniform items, the Employee shall receive fifty percent (50%) of the unused amount in cash before June 30, and the balance shall be returned to the City. This provision does not affect the City's existing obligations with regard to dress uniforms.
- 14.3 Each July 1 for the duration of this contract, each active duty Employee shall receive a leather allowance of \$500. Leather allowance shall be used to Purchase shoes and belts, as determined by the Chief of the Department. New Employee's leather allowance shall be pro-rated but shall not be less than \$150.00.
- 14.4 Each Employee on active duty covered by this Agreement shall be furnished personal protection equipment, which meets NFPA 1500 standards and is of approved standard design as determined by the Chief. Such turnout gear shall include leather gloves, wool mittens, NoMex coats and pants, Lexan helmets and rubber boot with steel toes. The City shall replace turnout gear damaged in the performance of duties. In addition, recognizing that firefighting personnel are exposed to known carcinogens, the City shall make arrangements to provide annual fit testing for breathing masks and replace them whenever necessary.
- 14.5 The City shall reimburse Employees at a reasonable cost for replacement of personal property, pertinent to the performance of their duties, damaged in the performance of their duties.
- 14.6 The Mechanic shall receive a tool allowance of \$300.00 per year

ARTICLE 15
PHYSICAL FITNESS

- 15.1 The City shall reimburse each Employee up to \$200 for the cost of an approved physical fitness program, which is successfully completed by the Employee. Said physical fitness program shall be at least six (6) months long.
- 15.2 Employees must have a physical examination performed, at their own expense, prior to beginning the program to insure that the program is suitable for their particular physical condition.
- 15.3 Two hours per week shall be available to Employees as release time for voluntary exercise. For one hour during a day tour and one hour during a night tour each week, Employees may exercise on the machines available at the central station or may walk and may shower. During this period, Employees will not be the first responding unit but will be on duty. Release time for exercise may be cancelled for an emergency, or under exceptional circumstances, by the Chief or shift Commander who also may, in their discretion, authorize additional release time.
- 15.4 Members shall receive an annual stipend of \$1500.00 upon passage of a voluntary fitness test that shall be prepared for and implemented by the Training Captain in collaboration with the Fire Chief and the Union. Members shall be given the opportunity to take the exam in October of each year at the Fire Department during drill school hours. If a member fails the October test, they shall be provided a second opportunity to take the test again in April of each year at the Fire Department during drill school hours. The City shall take no action against a member that fails the October and/or May test aside from the denial of a stipend.

ARTICLE 16
PRODUCTIVITY/EMT

- 16.1 Any Employee who successfully completes a course in and becomes certified as an emergency medical technician (EMT) shall be entitled to the appropriate pay scale as set forth in Article IX. Any Employee not currently receiving EMT pay shall be entitled to the EMT pay scale as set forth in Article IX within thirty (30) calendar days of the Employee's submission to the Chief of evidence satisfactory to the Chief showing that the Employee has obtained such EMT certification. Subsequent to the Employee's initial certification, the Employee will be entitled to said EMT pay scale so long as the Employee maintains such EMT certification. The EMT pay scales as set forth in Article IX shall be included in the basic or regular rate of compensation for all purposes, including compensation for holiday work, overtime or call-in-pay, college incentive pay, retirement and wage increases.
- 16.2 The City will reimburse the Master Mechanic for the certification and testing fees associated with obtaining their certification as an Emergency Vehicle Technician I, Emergency Vehicle Technician II, and Emergency Vehicle Technician III, Master Level, including study materials. In addition, the Master Mechanic shall be granted time off without loss of pay to take the examination if during working

hours. If outside of working hours, the Master Mechanic will be paid overtime in accordance with Article X. This provision shall not apply to future Employees holding the position of Master Mechanic, as the attainment of such certifications within a reasonable time period shall become a requirement of the position for those future Employees.

ARTICLE 17 HAZMAT/COURT DUTY

- 17.1 Any Employee who is called in to operate the Hazmat vehicle shall be considered to be in the line of duty.
- 17.2 Compensation for performing Hazmat functions as a District 5 Hazardous Materials Technician (“Hazmat Pay”) shall be calculated by multiplying the Technician’s regular pay rate by 1.5 hours between the hours 0745 and 1745. Hazmat Pay shall be calculated by multiplying the Technician’s regular pay rate by 1.65 for the hours between 1745 and 0745. Hazmat Pay shall be calculated based on the hours worked subject to a minimum of four hours.
- 17.3 Hazmat Technicians who attend training which is compensated by the Department of Fire Services shall be paid in accordance with payment as a Pittsfield Fire Fighter. Technicians shall be paid in the first pay period following the training, at the Hazmat Pay rate.
- 17.4 Hazmat Technicians who respond to team activations shall be paid in accordance with payment as a Pittsfield Fire Fighter. Technicians shall be paid in the first pay period following activation, at the Hazmat pay rate.
- 17.5 Technicians shall be paid their stipend in the first pay period following the City receiving disbursement from the State.
- 17.6 Members of the District 5 Hazmat Team are required to respond to incident activations per Department of Fire Services Operating Guidelines for team activation.
- 17.7 Members of the District 5 Hazmat Team shall be allowed to attend compensated trainings. Technicians scheduled to work during compensated trainings will be covered from 0745 to 1745 hours and will be back-filled on a man-for-man and rank-for-rank basis. The Fire Department Shift Commander will have the prerogative to withhold Technicians from attending training if a lack of manpower demands. Technicians that are withheld from training will be chosen by rank, starting by withholding Technicians of the least seniority in the Department.
- 17.8 Members of the District 5 Hazmat Team shall be allowed to respond to team activations as per Fire Department Dispatch Standard Operating Guidelines, Chapter 10, Section 1.0-1.6, entitled “Activation Procedure” (see Appendix A). The amount of Hazmat personnel assigned to a response will be appropriate to the tier level activation as outlined in the Massachusetts Department of Fire Services

Hazardous Materials Response Standard Operating Procedure, SOP #202-Tiered Response (see Appendix B).

- 17.9 No Hazmat Technician shall be disciplined, denied pay, or retaliated against in the event the Technician refuses to perform a work assignment when the Technician believes conditions exist which are beyond normal hazards in the Fire Service. This shall apply to any Hazmat assignment where a Technician has not been properly trained or where proper equipment or backup is not provided.
- 17.10 Any Employee required to attend court as a witness in a matter related to their employment with the Pittsfield Fire Department shall be considered to be on duty and entitled to compensation as such.

**ARTICLE 18
INSPECTION BUREAU**

- 18.1 All Employees assigned to the Inspection or Fire Prevention Bureau through the rank of Captain as described in the City ordinances of the City, Chapter 16, Section 16-12D, dated March 14, 1974, shall be assigned to such positions only after a competitive examination; the Fire Chief shall have the right to fill these positions by choosing from the five persons who have received the highest grade on the competitive examination. In the event that no Employee has passed the examination, the Fire Chief may hold another examination. A grade of 70 or above on said competitive examination shall be deemed a passing grade. In order to qualify for said competitive examination the applicant must have a minimum of three years permanent time as an Employee in the Department as of the date of the examination. The results of this examination shall be effective for one year. In the event that there are no applicants for the position or no one takes the examination, the Fire Chief may fill the position by appointment of a person from the Fire Fighter's ranks who has a minimum of three years' service as a Fire Fighter. All appointments shall serve a six-month probationary period.
- 18.2 Any Employee assigned to the Fire Prevention Bureau who is removed from that assignment for financial reasons or because of the elimination of the position for any reason, for a period of five years, or until such earlier time as the employee refuses reinstatement, shall have a recall right to that position. At the time of reassignment from the Fire Prevention Bureau the Chief shall notify the Employee in writing of the reason for the reassignment.

**ARTICLE 19
HEALTH INSURANCE AGREEMENT**

- 19.1 The health insurance agreement between the City of Pittsfield and the Public Employee Committee (PEC) is attached to this agreement.

**ARTICLE 20
TRANSPORTATION**

- 20.1 Any Employee who is transferred from one station to another for the convenience of the City, after having reported to their regular station, shall be provided transportation by the City from their regular station to their new station and, at the end of such tour of duty for which the Employee is temporarily assigned to another station, the City shall provide the Employee, at their request, with transportation to their regular station and such return transportation shall be made available to the Employee within 15 minutes following the designated termination of such tour under normal circumstances.
- 20.2 Any Employee who is required to use their own vehicle on Department business shall be reimbursed at the then applicable rate of the Internal Revenue Service.

**ARTICLE 21
PRIVATE DUTY ASSIGNMENTS**

- 21.1 Any Employee who performs, as a Fire Fighter, officer or Deputy Chief, other than their normal tour of duty, having been assigned to such duty by the Chief or by an authorized Superior Officer, shall, while so performing, be considered to be in the line of duty and, as such, be entitled to all benefits and protections of this Agreement and all benefits and protections found in any City Ordinance or in State law, including, but not limited to, the benefits and protections of Chapter 41, Section 111F, and Chapter 41, Section 100, notwithstanding that the person or entity responsible for the payment of compensation to any such Fire Fighter may be a private person or entity. Hourly rates for such duty shall be those in effect on the signing of this Agreement; provided however, that no such hourly rate so payable shall be less than the hourly rate of a senior Fire Fighter (Step 5) in the Department determined by dividing the weekly wage schedule which may be in effect from time to time during the term of this Agreement by the number 42.
- 21.2 All private duty assignments involving 4 or more Employees shall include at least one officer out of each four assigned.

**ARTICLE 22
PROMOTIONS**

- 22.1 All promotional opportunities within the Department including promotion to the position of Deputy Chief of the Department, shall be made as the result of open competitive examinations taken by eligible Employees and as administered by the Division of Personnel Administration of the Commonwealth pursuant to General Laws, Chapter 31, as the same now exists and pursuant to such rules and regulations as may be promulgated thereunder and which pertain to promotions. The City agrees to call for such promotional examinations at least every two years.
- 22.2 Employees shall be granted time off from duty without loss of compensation equal to the scheduled length of such examination plus 90 minutes for the

purposes of taking any Fire Department Promotional Civil Service Examination conducted by the Civil Service Commission or the Division of Personnel Administration of the Commonwealth for which Employees are eligible, if such examination or any part thereof is scheduled to be held at a time when the Employees are scheduled for duty. Employees who desire Examination Time as provided herein shall file requests therefor not later than 7 calendar days in advance of the date established for such examination.

- 22.3 The City agrees to appoint personnel to fill vacant officer positions in the following manner;

Vacancies of less than 30 days will be filled by qualified personnel pursuant to Article 11, Assumption of Additional Responsibility.

Vacancies of greater than 30 days will be filled on a provisional basis starting with any eligible personnel on existing Civil Service Promotional Lists. If no such Civil Service Promotional List exists, the positions shall be offered to personnel by seniority in the department for Lieutenant's positions and by seniority in rank for all other officer positions.

ARTICLE 23 EQUAL OPPORTUNITY & NON-DISCRIMINATION

- 23.1 To give equal employment and advancement opportunities to all people, the City makes 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, religion, sex, marital status, sexual orientation, gender identity, national origin, disability, veteran status, pregnancy or pregnancy related conditions, or any other characteristic protected by law.
- 23.2 Any Employee who files any complaint before the Equal Employment Opportunity Commission of the United States Government, the Massachusetts Commission Against Discrimination, or the Pittsfield Human Rights Commission, the substance of which alleges a violation of any one or more of the provisions of Section 23.01, above, and shall be deemed to have made an irrevocable election to pursue their remedy before any one or more of such Commissions and, accordingly, shall, thereupon, have no right to file a grievance pertaining thereto under the provisions of Article XXVIII of this Agreement.

ARTICLE 24 EXPOSURE TO COMMUNICABLE DISEASES

- 24.1 Recognizing that firefighting personnel are exposed to or may be exposed to communicable diseases in the course of their regular duties, the City shall make arrangements which allow Employees who feel they may have been exposed in performance of duties to communicable diseases to be immediately tested. While these testing facilities must be available to Employees on a prompt basis at no cost to the Employee, no Employee shall be required by the City to be tested.

Family members may be examined at the City's expense if the Employee's exam has positive results. Tuberculosis tests shall be administered to all Employees whenever testing is available, or if an Employee has been exposed.

- 24.2 In the event that in the course of their job duties an Employee is exposed to and contracts an infectious disease dangerous to the public health as the same are enumerated in Chapter 111, Section 111C of the Massachusetts General Laws and in the regulations promulgated by the Department of Public Health pursuant thereto, i.e., 105 CMR 172.00, et seq., or any member of their immediate family contracts such disease as a result of the Employee's exposure to it on the job, the City will undertake to provide indemnification to the Employee for those reasonable expenses incurred by the Employee as a result of such exposure including but not limited to indemnification for resulting medical expenses not covered by the health insurance policy in which the Employee is enrolled.

ARTICLE 25 PERSONAL LIABILITY OF EMPLOYEES

- 25.1 All Employees shall be covered by the provisions of M.G.L. Chapter 258 (Ch. 512 of the Acts of 1978).
- 25.2 The City shall establish and maintain minimum safety standards for Department vehicles, consistent with the standards of the MA State Registry of Motor Vehicles for comparable vehicles, and shall have annual inspections to ensure these standards are met.

ARTICLE 26 MUTUAL AID

- 26.1 All Employees responding to mutual aid outside the City will be covered under all protections and benefits of their employment.
- 26.2 In the event that mutual aid is requested, and no major incidents are occurring in the City at the time, mutual aid will be dispatched immediately to the requesting town.
- 26.3 The following conditions will be met when companies are sent out of town:
- A. No company will respond outside the City without an officer;
 - B. No less than three members will respond to a mutual aid call, one must be an officer;
 - C. If a ladder truck is requested, an engine will be placed out of service; thus, the crew of that engine will respond to the mutual aid request;
 - D. Once a piece of apparatus leaves the City, fire alarm will call in personnel to fill back the positions if the Company Officer determines the company will be out of town for over 20 minutes.; and

- E. The Chief will be called immediately.
- 26.4 Before calling in mutual aid, the City shall use all local resources and off-duty employees first, except when in the judgment of the Fire Chief or their designee he deems it a public necessity or emergency to do otherwise.
- 26.5 When additional apparatus, but not replacement apparatus, is called to Pittsfield from another community, at least two firefighters from the Pittsfield Fire Department, one of whom must be an officer, will respond with that apparatus.
- 26.6 Fire responses to “Shaker Village” are not considered to be mutual aid responses. Fire responses to the Town of Hancock, other than “Shaker Village,” are considered mutual aid responses.

**ARTICLE 27
SNOW REMOVAL**

- 27.1 The City agrees that the Department shall utilize such plowing or snow removal equipment upon an accumulation of snow of three inches or more as the Department has available, and the City further agrees that piles of snow resulting from such snow removal from ramps, parking areas, sidewalks or other areas will be removed by the Department of Public Works. If Truck II of the Department breaks down, the City will perform snow plowing or snow removal normally done by said Truck II until the Department repairs said Truck II, which repair the Department will attempt to accomplish with due haste and in good faith. All Companies and Headquarters will each have access to a snow blower. Except as otherwise provided by this Section, in the interest of the public safety and in accordance with City ordinances, all sidewalks, entrances, and other areas utilized by the public adjacent to, appertaining to, and customarily kept clear of ice or snow by Fire Fighters, will continue to be so kept clear with all judgments in this regard being made by the company officers. The Department of Public Works shall plow sidewalks if its appropriate equipment is in the vicinity of a firehouse and the areas utilized by the public referred to herein before are not free of snow. The Department of Public Works shall sand and salt ramps referred to herein before and during ice storms, and whenever else necessary, if and when its appropriate equipment is in the vicinity of the firehouse.

**ARTICLE 28
GRIEVANCE PROCEDURES**

- 28.1 A grievance for purposes of this Agreement is a written dispute, claim or complaint involving a question of the interpretation or application of this Agreement as it applies to wages, hours or working conditions and may be filed by either the Association or an Employee and shall be settled as hereinafter provided. The parties shall encourage informal discussion between the grievant and the Chief to resolve issues before resorting to the grievance procedure.
- 28.2 The Grievance Committee and/or the aggrieved Employee shall submit any grievance to the Chief of the Department within 10 calendar days of the date of

the grievance or its or their knowledge of the occurrence. The Chief shall attempt to solve the problem and shall file a written response thereto within 5 calendar days of the receipt of the grievance.

- 28.3 If the answer of the Chief is not satisfactory, or if no answer is received, the grievance shall be submitted to the Mayor within 10 calendar days of receipt of the answer or within 10 days from date of said answer is due from the Chief. A copy of such submission shall be forwarded to the City Solicitor's Office. The Mayor shall, within 10 calendar days of the receipt thereof, schedule and hold a meeting to discuss the grievance. Within 5 calendar days after said meeting, the Mayor shall reply to grievance in writing.
- 28.4 In the event the Mayor shall fail to reply or should fail to find a satisfactory solution to the grievance, the Association may, if it so elects, within 30 days from receipt of the decision from Mayor, or the date said decision was due, submit the grievance to arbitration. Notice of intent to submit to arbitration must be forwarded, within said 30-day period, in hand or by mail, postage prepaid, to the Mayor and a copy provided to the City Solicitor.
- 28.5 The Grievance Committee of the Association and City shall mutually agree upon the arbitrator to handle the grievance and, in the event no such agreement shall be forthcoming within 10 days of the notice of submission of grievance, the parties shall request the American Arbitration Association to provide a panel of arbitrators from which a selection of an arbitrator, agreeable to the parties shall be made. The expenses for arbitration shall be the equal responsibilities of the Association and the City.
- 28.6 An arbitrator hereunder shall be without power to alter, amend, add to or detract from any language of this Agreement. The arbitrator's award shall be in writing and shall set forth their findings of fact, reasoning, and conclusions.
- 28.7 Should the matter involved in a grievance pertain to problems also covered by the Civil Service Law of the Commonwealth (M.G.L. Ch. 31), the grievance may be appealed, at the Employee's election, either to the Civil Service Commission or under the provisions of Section 28.04 above. Selection of one forum shall preclude the Employee from pursuing the matter in the other forum.
- 28.8 Any incident which occurred or failed to occur prior to the signing of this Agreement shall not be the subject to any grievance hereunder.
- 28.9 Two or more separate grievances otherwise subject to this Agreement which involve the same or similar matters or questions and which affect a group or class of employees may, by mutual agreement between the Chief of the Department and the Association, be consolidated at any step of the grievance procedure and thereafter processed as a single grievance; provided, however, that all procedures set forth herein shall apply to each consolidated grievance.
- 28.10 In the event any Employee is required to appear before the Fire Chief, while on or off duty, the Chief shall afford any such employee an opportunity to consult with

representatives of the Association beforehand, and reasonable opportunity to engage legal counsel of their own choosing or permit the Association to engage counsel on their behalf and, to the extent reasonably possible, to be provided with notice of not less than 24 hours in advance.

ARTICLE 29
RIGHTS AND OBLIGATIONS UNDER
PREVIOUS AGREEMENTS, ORDINANCES, AND STATUTES

- 29.1 It is agreed that all rights, benefits, duties and obligations of the Employees covered by this Agreement, obtained under previous City Ordinances or Statute shall remain in full force and effect. If no agreement is reached by the parties by July 1, 2019, then the provisions of this Agreement shall remain in full force and effect until such successor agreement is duly executed, provided that the matters listed in Section 32.1 shall be subject to the Massachusetts Joint Labor Management Committee mediation and arbitration processes.
- 29.2 Seniority for layoffs or reduction in rank shall be determined by M.G.L. Chapter 31, Civil Service.
- 29.3 Employees shall have the right to review, respond in writing and have their response attached to any document in the member's personnel file deemed by them to be negative.
- 29.4 Entitlement to vacation and longevity pay shall be based upon total accumulated service in the employ of the City.
- 29.5 Employees shall be eligible for college incentive pay under Sec. 16-12C. 4 of the Pittsfield City Code after they have completed their one-year probationary period. Fire Department personnel must be registered through an approved College Fire Science Program. Pittsfield city code 16-12C4 States: *"There is hereby established a career incentive pay program offering increases in regular compensation to permanent fire fighters of the Pittsfield Fire Department for furthering their education in the field of firefighting. This shall not include the Fire Chief. Such career incentive increases shall be predicated on the accumulation of credits earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools, the Massachusetts Board of Higher Education", or according to . the database maintained by the United States Department of Education and maintained at: <http://ope.ed.gov/accreditation/>*

Increases authorized by this subparagraph shall be granted in the following manner:

- a. A three-percent increase for 10 credits so accumulated.*
b. A six-percent increase for 25 credits so accumulated.
c. A ten-percent increase for 40 credits so accumulated.
d. A fifteen-percent increase for 60 credits so accumulated."

In addition to the previous city code incentives, the additional educational incentives will be:

- e. An eighteen-percent increase for completion of Fire Science, B.S. Degree, and
- f. A twenty-percent increase for completion of Fire Science, M.S. Degree

29.6 The City of Pittsfield will reimburse any member up to \$1,000 per semester (i.e., Fall and Spring for up to a total of \$2,000) for tuition, fees, and associated expenses for successful completion of each semester enrolled in an approved College Fire Science Program. This may also be applied to any non-collegiate job-related educational expense, e.g., EMT.

ARTICLE 30 COMMITTEES

- 30.1 The Fire Chief, prior to making assignments of Employees to teams, including but not limited to the dive team and any future such teams and special individual work assignments and prior to approving on-duty schooling for Employees shall follow the procedures set forth in this Article.
- 30.2 Notify the Association President of assignment or schooling opportunity availability.
- 30.3 Discuss with the Association President the criteria to be used in selecting Employees for the opportunity, which criteria may include consideration of seniority.
- 30.4 Post notice of the opportunity, and have available written selection criteria. There shall be no list carryovers.
- 30.5 The Chief's determination shall be final.

ARTICLE 31 MODIFIED DUTY POLICY

- 31.1 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 Fire Fighter's duties; assigning them appropriate tasks and work schedule; monitoring their medical condition by a physician to determine whether modified duty should be terminated or continued, 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. c. 41, §111F, but rather as an alternative to Employees.
- 31.2 This policy shall apply to employees who have been injured on duty within the meaning of M.G.L. c. 41, §111F and Employees who are on sick leave for a non-work related illness or injury.

- 31.3 Incapacity for duty caused by contact with communicable diseases including meningitis, childhood communicable diseases, herpes virus, hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, or hepatitis C, human immunodeficiency virus, tuberculosis, lice and scabies shall be recognized as presumptive injury leave, subject to rebuttal by credible evidence relating to non-work related exposure.
- 31.4 If after missing sixty (60) calendar days of work, consecutively or intermittently, an Employee out on injured on duty leave is unable to return to full duty, the Chief may assign such Employee who is recovering from a work-related illness or injury to modified duty while the Employee is awaiting medical clearance to return to full duty, pending examination by the City physician and consultation and agreement with the Employee's treating physician.
- 31.5 If an Employee out on sick leave for a non-work related illness or injury is unable to return to full duty, the Employee may request the Chief to assign them to modified duty. The Chief may assign such Employee who is recovering from a non-work related illness or injury to modified duty while the Employee is awaiting medical clearance to return to full duty, pending examination by the City physician and consultation and agreement with the Employee's treating physician.
- 31.6 A modified duty assignment may, by mutual agreement with the Chief and the Association, begin prior to the normal sixty (60)-calendar day waiting period. If an Employee on injured on duty leave is offered and refuses to accept a modified duty assignment prior to the expiration of the sixty (60)-calendar day waiting period, said Employee may not, in the future, be eligible for modified duty assignment while on non-work related sick leave.
- 31.7 If the City physician and the employee's treating physician are unable to agree concerning the Employee's ability to perform modified duty, the City and the Association will select a third impartial physician, in the relative specialty area, from a list or panel of Massachusetts physicians, upon which such physician, at the City's expense, shall so examine the Employee and render their opinion as aforesaid. Should the third impartial physician determine that the Employee is not fit for modified duty, such opinion shall be binding upon the City. Should the third impartial physician determine that the Employee is fit for modified duty, such opinion shall be binding on the Employee. Pending receipt of the opinion of the third impartial physician, the Employee will remain on injured on duty benefits pursuant to M.G.L. c. 41, §111F in the case of a work-related illness or injury or sick leave in the case of a non-work related illness or injury.
- 31.8 Each physician who administers an examination under this article shall be provided a detailed analysis of the physical requirements of the modified duty tasks specified herein and shall be asked to make their determination of the fitness of the Employee to perform the specific physical requirements of each modified duty task. Each doctor's report shall specify which, if any, modified duty task the Employee is capable of performing. Each shall have access to all pertinent medical records.

- 31.9 If it is determined by the third impartial physician that the Employee is capable of performing modified duty, such modified duty, if available, shall be effective immediately. If it is determined by the City physician and the Employee's treating physician that the Employee is capable of performing modified duty, such modified duty, if available, shall be effective immediately. If the Employee fails or refuses to return to work in such modified duty capacity, all benefits pursuant to M.G.L. c. 41, §111F will be terminated, and the Employee will be considered absent without leave.
- 31.10 If the third impartial physician determines that the Employee is not capable of performing modified duty or the City physician and the Employee's treating physician determines that the Employee is not capable of performing modified duty, the Employee will continue on injured on duty leave under M.G.L. c. 41, §111F in the case of a work-related illness or injury or sick leave in the case of a non-work related illness or injury. The Employee will continue to be monitored by both the City physician and the Employee's treating physician. Should the opinions of the City physician and the Employee's treating physician continue to conflict with regard to the Employee's fitness for duty, the City may require subsequent examinations by a third impartial physician. Such subsequent examinations by a third impartial physician shall be in the same manner as described above, at the City's expense, and shall not occur more often than once every six (6) weeks.
- 31.11 The City shall have the right to obtain all medical information and records pertaining to the Employee's work-related illness or injury. Upon request, an Employee shall be entitled to receive copies of reports of the City physician and third impartial physician.
- 31.12 In the event that an Employee is assigned to modified duty, such duty shall not interfere with ongoing medical treatment. In the case of a work-related illness or injury, the Employee shall be permitted to receive required medical treatment during assigned modified duty hours. In the case of non-work related illness or injury, the Employee shall be permitted to receive required medical treatment during assigned modified duty hours, with such time being charged as sick leave.
- 31.13 Modified duty status shall cease when the Employee is capable of returning to work full duty. It is understood by the parties that modified duty is not intended to be used as a means of punishment. Modified duty will not be assigned to an Employee if there is no legitimate work available.
- 31.14 Modified duty assignments are not of a permanent duration and shall continue no longer than one (1) year. This one-year period may be consecutive or intermittent.
- 31.15 Upon filing of an application for retirement by either the City or the Employee, the Employee's modified duty assignment will be terminated, and the Employee will not be required to work modified duty while such retirement application is pending. In the case of a work-related illness or injury, the Employee will be returned to injured on duty leave pursuant to M.G.L. c. 41, §111F, and in the case of a non-work related illness or injury, the Employee will be returned to sick

leave. Should the application for retirement be denied, the Employee shall return to modified duty only to fill the remainder of their one-year term. The one-year term shall not include that period of time while the retirement application was pending.

- 31.16 Modified duty assignments shall not affect the shift assignments or shift bidding of other Employees. Modified duty assignments will consist of an administrative schedule (Monday through Thursday – 7:30 a.m. to 4:30 p.m.), or as agreed upon by the individual Employee and the Chief. Employees on full-time modified duty assignments will be paid regular wages at the rate of pay in place at the time of illness or injury, with accrual of all benefits (including shift differential, special assignment, etc.). Employees on part-time modified duty assignments will be paid regular wages at the rate of pay in place at the time of illness or injury for such part-time modified duty hours, with accrual of all benefits (including shift differential, special assignment, etc.). For the remaining hours, the Employee will be considered on injured on duty leave and paid in accordance with M.G.L. c. 41, §111F. Benefits accruing to Employees by law or contract shall not be diminished by virtue of modified duty status.
- 31.17 Modified duty assignments shall be, so far as practical, particularized to the individual abilities and limitations of each Employee so assigned. The Chief shall make modified duty assignments to minimize public contact, and no Employee on modified duty will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the modified duty status. Employees on modified duty will not wear a uniform.
- 31.18 Modified duty assignments shall not include the operation of any firefighting apparatus or duty vehicle required at a fire scene. Modified duty assignments shall include the following:
- A. CAD data entry
 - B. Geo-base information gathering
 - C. Non-physical training
 - D. General clerical and administrative work
 - E. Fire prevention assistance
 - F. Computer operations
 - G. Other modified duty assignments as agreed upon by the Chief and the Employee

**ARTICLE 32
DURATION OF AGREEMENT**

33.1 The duration of this Agreement shall be from July 1, 2022 to June 30, 2025, except where amended or specifically changed therein.

**ARTICLE 33
SUCCESSOR AGREEMENT**

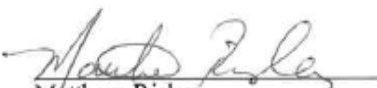
34.1 The City and the Association shall commence negotiations for a successor labor agreement on or before March 1, 2025.

FOR THE CITY OF PITTSFIELD:



Linda M. Tyer
Mayor

FOR THE UNION:



Matthew Risley
President, IAFF Local 2647