

Settlement agreement between:
IBPO 447 Patrol Officers
And
City of Pittsfield

1. **Contract term:** July 1, 2022 – June 30, 2025

2. **Wages:**

Year one -

- A. Restructured salary schedule.
- B. Employees with less than 5 years of service remain at their current step placement (from the previous pay scale) within restructured salary schedule. Employees with five or more years of service enter the restructured salary schedule based on years of service.
- C. Remove longevity
- D. No educational incentive for partial degrees/credits, with the exception that those who currently receive partial degree credit continue to receive the credit so long as they are currently enrolled in a degree program, or enroll within one year of the contract execution. If not enrolled, employee will not receive partial credit compensation.

Year two -

- A. Remove step 1 and add new top step at 3%.
- B. Then, add 2% COLA
- C. Employees remain at their current step placement within restructured salary schedule.

Year three -

- A. Remove step 1, add new top step at 3%.
- B. Then, add 2% COLA
- C. Employees remain at their current step placement within restructured salary schedule.

After year 3, employees shall advance to higher steps within the schedule in accordance with the following provisions until the employee has reached the maximum rate of the schedule for their position:

- Employees shall receive a step increase on July 1st of each calendar year.
- Employees hired between January 1st - June 30th will be eligible for step movement on their 6-month anniversary date, then July 1st each year thereafter.
- These provisions shall be applicable to both newly hired employees and newly promoted employees.

3. **Civil Service:**

- A. Opt out of Civil Service through the State of Massachusetts, however, those Officers currently active with the Pittsfield Police Department will be granted “grandfathered” status with Civil Service. Any new hires would be required to complete testing, background investigation, interview process, and physical and mental fitness testing in line with current State requirements. The City of Pittsfield would bear the responsibility of hiring an independent consultant to administer and proctor all examinations and or/assessment centers. The I.B.P.O. and the Local hereby agree to publicly support opting out of Civil Service.

- B. Officers will receive a 2.5% across the board increase when civil service is removed.

4. **Holidays:** Receive overtime pay (time and one-half) if actually work the holiday, and double if mandatoried on a holiday.

5. **Physical Fitness:** A physical fitness test (standard) shall be introduced on a voluntary basis using the Cooper Standards. Those meeting such requirements shall be issued a bonus of \$1,000 in the following pay period as a result of passing such performance test. Officers opting to take the physical fitness test would be covered by IOD status if they incur an injury while participating in the test.

This would be in-line with the current practices being used for Jiu-Jitsu classes currently being offered to Officers. *(Due to implementation, officers would only be required to pass each event at the 30% standard during the first year and 40% each year after)*. Officer must provide documentation that they are engaged in wellness programs, classes, etc. on a regular and routine basis.

6. **College Education:** The city would fully reimburse any Officer for tuition and textbook costs not to exceed \$1,250/semester in successful completion of each semester enrolled in a Criminal Justice Degree program from an accredited college or university, per the current existing Education Incentives Policy. This would include Associate's, Bachelor's or Master's Level degree programs.

7. **Overtime:** Increase comp time sell-back from 24 hours every six months to 40 hours every six months.

8. **Police Officer's Clothing Allowance:** Increase the current clothing allowance to \$900/officer to account for the increased costs of uniforms. Also, include officers should not incur costs from their allowance for specialized uniforms such as K-9, SRT, Honor Guard and/or Motorcycle Unit. Patrol officers shall receive additional \$125.00 allowance so that they may purchase court attire.

9. **Article XXXIII, Retirement notice:** The City would agree to compensate an Officer \$2,000 at time of separation, if the retirement notice is irrevocable and is submitted prior to January 1 of the calendar year prior to the officer's retirement date. Advance written notice of retirement should be provided to Supervisor, Administrative Services, and Human Resources. At the Chief's sole discretion and not subject to appeal and/or arbitration, a bargaining unit member may be allowed to revoke the retirement notice in the event of a life altering event (e.g., death of a spouse, critical illness/injury of a child, etc.). In such event, a member is able to access the early retirement notice in the future.

10. **Shift Bid:** Request that the current shift bid period be changed from annual to every six-months.

11. **Vacation Picks:** Change the current procedure when Officers are required to pick a two-week block of vacation on their first round of picks to only require a one-week block on their first round of picks. **This provision is applicable to Officers with only two weeks of vacation time.**

12. Remove gender specific terminology and replace with gender-neutral terminology.


13. **Article X – Holidays:** add Juneteenth

14. **Add article, Equal opportunity & non-discrimination:** "The provisions of this agreement shall apply to all employees within the Association regardless of age, race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, disability, veteran status, pregnancy or pregnancy related conditions, membership in the Association or other protected status under applicable state or federal law.

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15. **Add article, Small necessities and domestic violence leave act:** the City agrees to abide by the provisions of the small necessities and domestic violence leave act, provisions of which will be posted in all City buildings.
16. **Article XXIX**, add to last paragraph: the number of training hours and days can be changed if agreed upon by the Chief, training division, and the IBPOs.
17. **Evergreen Clause:** Add the following: If no agreement is reached on a successor contract prior to the expiration of the contract, the parties agree that all of the provisions, including the grievance and arbitration procedure, shall remain in full force and effect.

For the City of Pittsfield:


Linda Tyer, Mayor
9/14/22

Date

For the union:


Thomas J. Bowler, IBPO President
9/13/22

Date