

**SETTLEMENT AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF PITTSFIELD**  
**AND**  
**THE I.B.P.O., LOCAL 447S**  
**SUPERIOR OFFICERS**

The City of Pittsfield and the I.B.P.O., Local 447S., Superior Officers, hereby agree to the following terms, conditions, and understandings to be incorporated into the successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

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

**Wages:**

A. Year one:

- Restructured salary schedule (attached), step progression changes from 5 years to 3 years.
- Remove longevity paid at 25 years of service.
- 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 an associate's bachelor's, or master's degree program, or enroll within one year of the contract execution. If not enrolled, employee will not receive partial credit compensation.

B. Year two:

- 2% COLA
- Remove step 1 and add new top step at 3%.

C. Year three:

- 2% COLA
- Remove step 1 and add new top step at 3%.

**Civil Service:** 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. Officers will receive a 2.5% across the board increase when civil service is removed.

**Holidays:**

- Add Juneteenth
- Receive overtime pay at time and ½ for actual holidays scheduled to work, and double if mandatoried on a holiday.

**Shift Bidding:** Currently shift bidding is done once a year in December with the formal shift changes occurring in mid-January. No change.

**Administrative Week:** Patrol Shift Commanders will have the option of working an Administrative Week Schedule instead of a 4 working days & 2 off rotation. The election/option will be made for the year.

**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.

**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.

**EMT:** If staffing permits, employee excused without penalty to attend EMT Continuing Education classes which are required to maintain certification.

**Promotional Exams:** Those supervisors who take a promotional exam for the positions of Lieutenant, Captain & Chief would be reimbursed the cost of the exam fee if they receive a passing score.

**Military Leave:** Officers allowed to use balance of 17 days towards other mandatory military obligations.

**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 18 months 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 not able to access the early retirement notice in the future.

**Compensatory Time:**

- Comp time "sell back" increased from 24 hours every six months to 40 hours every six months.
- Change wording of "Parental Leave" section to include the use of Comp time along with the current use of sick time & vacation time.

**Clothing Allowance:**

- The current amount of \$700.00 for annual fiscal year uniform allowance shall be increased to \$900.00 per fiscal year.
- **Language clean-up** – Plainclothes duty shall be entitled to an annual clothing allowance of Five Hundred Dollars (\$500.00). This is a clarification of the previous amount of \$375.00 + the \$125 increase that occurred in the last contract/MOA (signed 7/06/2017).

**Body Worn Cameras:** The Union and City have agreed to a pilot program regarding Body Worn Cameras (BWC). Upon completion of the BWC pilot program and implementation of required BWC for all bargaining unit members, the amount of vacation shall be increased by one week (7 days) in each category.

**Duration:** This Agreement shall be for the three-year period from July 1, 2022 to June 30, 2025 and terms contained herein shall become effective upon execution unless otherwise specified. It is expressly understood and agreed that subject to ratification by the NAGE/IBPO Membership, the predecessor collective bargaining agreement shall be voided and superseded by all aspects of this collective bargaining agreement. Should a successor Agreement not be executed by June 30, 2025, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse in negotiations is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after January 1, 2025.

**Dues Deduction:**

The written AUTHORIZATION FOR THE DEDUCTION OF UNION DUES may be withdrawn by the employee by whom it was executed at any time by giving at least sixty (60) days' notice in writing of such withdrawal delivered to the Treasurer of the City of Pittsfield,

Massachusetts and by filing a copy of said withdrawal with the Treasurer of Local 447 at Pittsfield, Massachusetts.

FOR THE CITY OF PITTSFIELD

Linda M. Jyer

Dated: 1/4/23

FOR THE I.B.P.O., LOCAL 447S

SUPERIOR OFFICERS

William J. Jyer

Dated: 12-30-2022