



AGREEMENT BETWEEN:

THE CITY OF PITTSFIELD

AND

**PITTSFIELD EMERGENCY TELECOMMUNICATIONS DISPATCHERS
IUE-CWA , LOCAL 81256**

July 1, 2022 – June 30, 2025

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PREAMBLE

This agreement is entered into as of the 1ST day of July, 2022, by and between the CITY OF PITTSFIELD (hereinafter, the "City") and the PITTSFIELD EMERGENCY TELECOMMUNICATIONS DISPATCHERS, IUE-CWA, LOCAL 81256 (hereinafter, the "Bargaining Unit"), acting as the recognized bargaining representative of the members thereof.

ARTICLE 1: RECOGNITION

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

ARTICLE 2: MANAGEMENT RIGHTS

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

ARTICLE 3: BARGAINING UNIT DUES

Members shall tender membership dues by signing an Authorization of Dues Form.

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

The Bargaining Unit will indemnify, defend, and hold the City harmless against any and all claims made and against any suit instituted against the City on account of any check-off of dues provision.

ARTICLE 4: CIVIL SERVICE

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

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

FOR ALL PERMANENT CIVIL SERVICE MEMEBERS: The City will apply M.G.L. c. 31 to all members of the bargaining unit who have permanent civil service status at the time of the elimination of civil service, and such grandfathered status under M.G.L. c. 31 will continue to apply throughout the period of the employee's continuous employment with the City as a member of the bargaining unit. In addition, members separated from positions as a result of layoff under M.G.L. c. 31, §41 shall be reinstated after being given written notice by first class mail.

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

Just cause, notice, hearing, decision, appeal: After the completion of a six-month probationary period, no member shall be discharged, removed, suspended, laid off, involuntarily transferred, reduced in rank or compensation, nor his or her position be abolished except for just cause. Prior to being discharged, removed, suspended for a period of more than five (5) days, laid off, or reduced in rank or compensation, the member will be given a hearing before the Department Head, or their designee, after being provided with a written notice of the time and place of such hearing and the action

contemplated and the specific reason or reasons for such action at least three (3) business days prior to the holding thereof, except that if the action contemplated is a layoff because of lack of work, lack of money, or abolition of position, the member shall be given at least seven (7) business days prior notice. Within seven (7) business days after the completion of the hearing, the member shall be given a written notice of the decision which shall state fully and specifically the reasons therefor. Thereafter, the member may, within thirty (30) calendar days after said action has been taken, request binding arbitration in accordance with Step 3 of the Grievance and Arbitration Procedure outlined in Article XII.

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

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

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

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

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

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

ARTICLE 5: HOURS OF WORK AND OVERTIME

The work schedule for all full-time bargaining unit members shall be four (4) consecutive days on and then two (2) consecutive days off, which consists of regular shifts of eight (8) hours and thirty-seven and one-half (37 ½) hours of pay per week. The cycle shall repeat itself every six (6) days.

The shifts will be as follows: 1st shift - 12 a.m. to 8 a.m.; 2nd shift - 8 a.m. to 4 p.m.; and 3rd shift - 4 p.m. to 12 a.m. Overtime, if a member is required to work for any period in excess of their regular hours of duty, shall be paid at the rate of one and one-half (1.5) times the basic hourly rate of their regular compensation for their average weekly hours of regular duty.

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

ARTICLE 6: VOLUNTARY OVERTIME

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

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

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

Voluntary overtime will be offered in the following order:

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

ARTICLE 7: MANDATORY OVERTIME

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

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

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

ARTICLE 8: SICK LEAVE/SICK LEAVE CONVERSION

Sick Leave: Disability of employees not resulting from performance of duty: All full-time members of the bargaining unit shall continue to receive their regular compensation during the period of their absence from duty because of disability resulting from personal injuries, sickness or illness and not arising out of and in the course of their employment. Compensation for such disability shall be accumulated at the rate of one (1) day for each three (3) weeks of service in the preceding twelve (12) months, but not more than fifteen (15) days in any calendar year and shall be credited on the

first day of January. Holidays and any other day or days not included in the normal workweek shall not be included in the computation of the number of days allowed hereunder. The unused portion of any sick leave allowed hereunder may be accumulated on an unlimited basis. In cases of undue hardship, Department Heads, at his or her discretion, may allow an employee to use their accrued sick leave prior to the January 1 crediting date.

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

ARTICLE 9: PERSONAL LEAVE/FUNERAL LEAVE

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

Funeral Leave: All bargaining unit members shall receive their regular compensation during absence from work due to the death of a parent, grandparent, grandchild, stepparent, husband, wife, child, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Such absence is limited to three (3) days per occurrence (except for aunt or uncle by blood or marriage, niece or nephew which shall be limited to two (2) days per occurrence). Bereavement leave for a child, spouse, or parent shall be five (5) days.

ARTICLE 10: PARENTAL LEAVE/FAMILY MEDICAL LEAVE/ SMALL NECESSITIES LEAVE/ SPECIAL LEAVE

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

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

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

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

Domestic Violence Leave Act: the City agrees to abide by the provisions of the domestic violence leave act, provisions of which will be posted in all City buildings.

ARTICLE 11: HOLIDAYS

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

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

Employees who work on a holiday as outlined within this article shall be entitled to compensation at 1.5 time their hourly rate.

ARTICLE 12: VACATIONS

For all full-time members vacation may be taken with pay as follows:

- 6 months -5 years: 2 weeks (10 days)
- 5 - 10 years 3 weeks (15)
- 10 - 15 years 4 weeks (20)
- 15 - 20 years 4 weeks + 2 days (22)
- 20 - 30 years 5 weeks + 2 days (27)
- 30 plus years 6 weeks + 2 days (32)

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

Employees with at least five (5) years of service may carry over a maximum of one (1) week of vacation leave to the following year. Employees may only have the maximum of their regularly entitled vacation plus one (1) week of carry over in any given calendar year.

ARTICLE 13: HEALTH INSURANCE/LIFE INSURANCE

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

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

ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE

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

Procedure:

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

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

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

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

ARTICLE 15: WAGES

All wages shall be paid as follows:

- July 1, 2022 – June 30, 2023 3.0%
- July 1, 2023 – June 30, 2024 2.0%
- July 1, 2024 – June 30, 2025 2.0%
- New steps 11, 12, and 13 added to wage schedule at 3.0%.

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

New hires: Newly hired employees shall not be placed higher than a step 3 on the respective wage schedule.

Advancement in compensation schedule:

Effective July 1, 2023: 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 or salary 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.

Field Training: Dispatchers designated as Field Training Officers responsible for training newly hired employees shall be eligible for stipend paid at two (2) hours of straight time per shift. The Supervisor and Assistant Supervisor shall be considered eligible for this stipend when they are training new Dispatchers.

ARTICLE 16: UNIFORMS/FOOTWEAR ALLOWANCE

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

Footwear allowance: All full-time bargaining unit members shall receive an annual footwear allowance of \$300.00.

ARTICLE 17: SHIFT DIFFERENTIAL

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

ARTICLE 18: EQUAL OPPORTUNITY & NON-DISCRIMINATION

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

ARTICLE 19: C.O.P.E. DEDUCTIONS

So long as the City's payroll system has the capabilities, the City agrees to deduct from each pay period a specific amount of money from the wages of employees who voluntarily submit written authorization on forms provided by the Union for such deductions. The City shall transmit such forms to IUE COPE, 1126 16th Street N.W., Washington, D.C.

20036. These deductions will be accumulated monthly and transmitted by the last pay period of each month along with a list of names, social security numbers and the amount deducted for each employee.

ARTICLE 20: EMERGENCY OR CARDIAC PULMONARY RESUSCITATION

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

ARTICLE 21: CALL-IN PAY

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

ARTICLE 22: SHIFT ASSIGNMENT

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

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

ARTICLE 23: TRAVEL/MEALS

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

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

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

ARTICLE 24: EDUCATION

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

ARTICLE 25: COURT TIME

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

ARTICLE 26: BULLETIN BOARDS

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

ARTICLE 27: NEW HIRE ORIENTATION

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

ARTICLE 28: DRUG AND ALCOHOL POLICY

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

ARTICLE 29: PAYMENT FOR EARLY NOTICE OF INTENT TO RETIRE

On the conditions set forth below, the City shall pay to any member who so qualifies, the sum of \$2,000.00 for providing early notice of their intent to retire. Said payment shall be made in the last paycheck issued during that member's employment.

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

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

Dear Chief (Name):

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

I hereby state that to the best of my knowledge, I am eligible to retire under the rules of the Pittsfield Retirement Board. I recognize that, except under the conditions set forth in this Article of the Agreement, if my retirement is not effective on the above day, my resignation will be effective on the above date, and may not be revoked. Should I be considered resigned from employment on the above date, because my retirement is not effective on the above date, I will still be eligible for the benefit stated in this Article of the Agreement.

Signature: _____ Date: _____

cc: City of Pittsfield, Human Resources Department

2. The payment set forth in subsection A above shall be owing and due the member only if:
 - a) the member is otherwise eligible to retire pursuant to the rules of the Pittsfield Retirement Board;
 - b) the member's early notice of intent to retire shall be considered irrevocable; and
 - c) the member's retirement occurs on the date so stated in the notice, which is at least one (1) year from the date of the notice, which was provided forthwith to the Chief of Police, with a copy to the City of Pittsfield Human Resources Department.
3. At the Police Chief's 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.
4. Except as set forth in this section, no member shall receive any payment from the City for an early notice of intent to retire.

ARTICLE 30: UNION BUSINESS LEAVE

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

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

ARTICLE 31: DIRECT DEPOSIT

All employees will participate in direct deposit.

ARTICLE 32: AAR/WORKING OUT OF CLASSIFICATION

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

ARTICLE 33: DAYLIGHT SAVINGS TIME

On the weekend when the city changes from EST to EDT or reverse the employee working shall be eligible for 1 hour of overtime when the clocks go back, but there will be no penalty for when they go forward. Example: 8 hours pay with 1 hour of OT for the 9 hour shift and 8 hours pay with no penalty for the 7 hour shift.

ARTICLE 34: SEPARABILITY

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

ARTICLE 35: NON-RETROACTIVE BENEFITS

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

ARTICLE 36: REOPENER

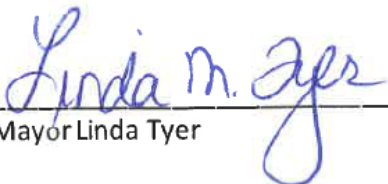
Within sixty (60) days prior to the expiration of this contract, either party may reopen negotiations upon giving fifteen (15) days written notice to the other party specifying the time and place it desires to hold the first meeting for the purpose of collective bargaining.

ARTICLE 37: DURATION

The duration of this Agreement shall be from July 1, 2022 to June 30, 2025. The City agrees that if the parties reach no Agreement by June 30, 2025, then the provisions of this Agreement will remain in full force and effect until such successor Agreement is duly executed.

IN WITNESS WHEREOF, the parties have signed this Agreement on this 21st day of September, 2022.

FOR: CITY OF PITTSFIELD



Mayor Linda Tyer

FOR: PITTSFIELD EMERGENCY TELECOMMUNICATIONS DISPATCHERS
IUE-CWA, LOCAL 81256



Peter Croce, President