



AGREEMENT BETWEEN:

THE CITY OF PITTSFIELD

AND

THE PITTSFIELD SUPERVISORY & PROFESSIONAL
EMPLOYEES ASSOCIATION

TERM: JULY 01, 2022 – JUNE 30, 2025

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1. Salary Schedule
2. PEC Agreement
3. MOA: City Hall Basement

PREAMBLE

This Agreement entered into by the City of Pittsfield, herein referred to as the “City”, and the Pittsfield Supervisory & Professional Employees Association, referred to as the “Association”, has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment. This Agreement shall be effective for the period July 1, 2022 to June 30, 2025.

ARTICLE 1: RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for the employees designated in certifications before the Labor Relations Commission dated December 30, 1996, identified as Case No. MCR-215 (those formerly in Local 65), and dated April 1, 1975, identified as Case No. MCR-2140 (those formerly in the Pittsfield Supervisory and Professional Employees Association) and in any other such certification This contract is also inclusive of the previous members of AFSCME, Council 93, Local 861. Please refer to the appendix for a list of all the positions covered in this bargaining unit.

ARTICLE 2: MANAGEMENT RIGHTS

In the interpretation of this Agreement, the City shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of municipal management or governmental authority and shall be deemed to have retained and reserved unto itself all powers, authority, and prerogatives of municipal management or governmental authority including, but not limited to the following examples: the operation and direction of the affairs of the Departments in all of their various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination and interpretation of job descriptions, but not including substantive changes; the planning, determination, direction and control of all the operations and services of the Departments (and their units and programs); the increase, diminishment, change or discontinuation of operations in whole or in part; the institution of technological changes or the revising of processes systems or equipment; the alteration, addition, or elimination of existing methods, equipment, facilities or programs; the determination of the methods, means, location, organization, number and training of personnel of the Department, or its units or programs; the assignment and transfer of employees; the enforcement of normal (non-overtime) working hours; the determination of the existence of overtime work and call-in work; the determination of whether goods should be made, leased, contracted, or purchased on either a temporary or a permanent basis; the hiring, appointment, promotion, demotion, suspension, discipline, discharge or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reasons; the making, implementation, amendment and enforcement of such rules, regulations, and operating and administrative procedures from time to time as the City deems necessary and subject to the provisions of Massachusetts General Laws, Chapter 31; and the power to make appropriation of funds; all except to the extent abridged by a specific provision of this Agreement or law. Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided the City by law.

ARTICLE 3: UNION DUES

Employees shall tender weekly 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 Dues, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made monthly

ARTICLE 4: WAGES

Compensation for each position shall be as shown on the appendices to this contract, which are intended to reflect a Step Restructure pay increase. The Union and City agree to the attached salary schedule,, to include the following:

- a) Year 1:
 - a. 3.25% cost of living adjustment
 - b. Addition of three steps equivalent to 2.75% to each salary grade
- b) Year 2:
 - a. 2.25% cost of living adjustment
- c) Year 3:
 - a. 2.25% cost of living adjustment

The bi-weekly payroll currently ends on a Saturday and paychecks are issued on the following Friday. Wage adjustments shall be made as contained in the appendices contingent upon the appropriation of funds required for contract implementation by the Pittsfield City Council for retirees and any unit employee who is on the work rolls of the employer on the date of contract execution.

ARTICLE 5: APPLICATION AND INTERPRETATION OF COMPENSATION PLAN

5.1 The starting rate of compensation on initial employment may be up to a step rate no higher than Step 3

5.2 The starting rate of employment in a new position by an employee who is already in the City service shall be the rate shown as Step 3 for the particular position and the appropriate length of service with the City. The starting rate of compensation may be at a step rate higher than Step 3 provided:

- a) The higher rate is recommended in writing by the appropriate Department Head and is approved by the Mayor; and
- b) Any such exception is based on the outstanding and unusual character of the employee's experience and ability; and
- c) An appropriation sufficient to pay such higher rate has been made.

5.3 Step rate increases will occur on a yearly basis on July 1st each year unless the employee reaches the maximum step of their pay scale. For an employee hired between January 1st and June 30th, the employee shall be eligible for a step movement at their 6 month anniversary date.

ARTICLE 6: HEALTH INSURANCE

The City agrees to pay for health insurance in a manner fully consistent with the Memorandum of Agreement between the City and the Public Employee Committee dated April 6, 2018 or any amendments thereto.

ARTICLE 7: TRAVEL

The City agrees to reimburse all members for use of their personal vehicles necessitated by the conditions of their employment and approved by the supervisor at the current mileage rate established by the Internal Revenue Service. The City also agrees to reimburse the employee for meals while traveling for employment purposes up to \$50.00 per day.

ARTICLE 8: PARENTAL/FAMILY/MEDICAL AND SMALL NECESSITIES LEAVE

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

8.2 Family/Medical Leave: the City grants employees leave in accordance with the provisions of the City's Family and Medical Leave Policy and the Federal FMLA.

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

8.4 Domestic Violence Leave: the City grants employees leave in accordance with the provisions of the Domestic Violence Leave Act.

ARTICLE 9: HOLIDAYS

The following shall be paid holidays for all members of the bargaining unit. (If any holiday should fall on a Saturday, it shall be celebrated on the preceding Friday. If any holiday should fall on a Sunday, it shall be celebrated on the following Monday)

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

ARTICLE 10: VACATION

The employees shall be entitled to the following schedule of annual vacation:

<u>Service</u>	<u>No. of Weeks</u>
Up to 5 years	2
5 years plus	3
10 years plus	4
15 years plus	4 + 2 days
20 years plus	5 + 2 days
30 years plus	6

New hires will be entitled to take two weeks' vacation after 6 months of employment , to be used by the end of the calendar year.

All vacation time shall be taken at a time approved by the Department Head, which approval shall not be unreasonably withheld. A request for approval shall be submitted personally, emailing it or placing in that person's inbox or mailbox. The request shall be deemed submitted at that time and all requests should include the date and time. The Department Head has 5 business days to respond, not including the day of submission. If the Department Head is absent, the request may be made to the Acting Department Head or Personnel Director if there is no Acting Department Head.

If there is no written response by the close of business on the 5th day, the request is deemed granted.

Any employee who is entitled to an annual vacation period of three (3) weeks or more and who has not used their total vacation in a calendar year may receive at the end of that calendar year compensation at their regular rate of pay for such unused portion of vacation. This conversion shall be limited to a maximum of one (1) week in any one calendar year for those employees entitled to an annual vacation of three (3) weeks, and a maximum of two (2) weeks in any one calendar year for those employees entitled to an annual vacation period of four (4) weeks or more.

Employees with at least 5 years of service can carry forward up to one week of vacation to the following year. (Employees can only have the maximum of their regular entitled vacation plus 1 week of carry over in any given year)

An employee who is laid off, retired or resigns from the service of the Employer for any reason, prior to taking their accumulated vacation time, shall be paid for this time, in the payroll period after the date of separation. An employee who is terminated from employment shall be paid for this time at the date of termination or as soon thereafter as possible. In the event of an Employee's death, the Employer shall compensate the estate of an Employee for any unused vacation that the Employee had at the time of their death.

ARTICLE 11: LIFE INSURANCE

The City will pay fifty percent (50%) of the monthly premium of its employees' group life insurance policy, which is presently at a face value of \$10,000.00.

ARTICLE 12: TIME OFF AND OVERTIME

Employees shall receive overtime pay for hours worked in excess of the normal workweek. Compensatory time may be granted in lieu of overtime where the employer and employee mutually agree to compensatory time off in lieu of overtime pay for hours worked in excess of the normal workweek. Such overtime pay or compensatory time off shall be paid at a rate of one and one-half times straight pay for evenings and Saturdays and double time for Sundays and holidays. The department supervisor is responsible for maintaining a record of an employee's accumulated compensatory time. When requesting time off, the employee shall have the option of choosing to use either accumulated vacation time and/or compensatory time. The scheduled compensatory time off is to be granted with the approval of the Department Head and such approval shall not be unreasonably withheld. Compensatory time may be accumulated to a maximum of 80 hours. Employee who are currently over 80 hours will be paid out the excess time accordingly.

ARTICLE 13: SICK/BEREAVMENT/SPECIAL/PERSONAL AND UNION BUSINESS LEAVE

13.1 Sick Leave

13.1.1 Disability of employees not resulting from performance of duty:

All employees of the City 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 that do not arise out of or 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. Sick Leave accumulation will cease during the time period that the employee is on an unpaid leave of absence. Holidays and other days not included in the normal workweek shall not be included in the computation of the number of days allowed for sick leave. The unused portion of any sick leave allowed under this section may be accumulated without limit.

In cases of undue hardship, Department Heads at their discretion may allow any employee to use their accumulated sick leave prior to the January 1st crediting date.

13.1.2 Payment of officers and employees in excess of worker's compensation benefits for disability resulting from performance of duty:

All Department Heads, officers, officials, and employees of the City who are covered by workers' compensation shall continue to receive during the period of their absence from duty because of disability resulting from personal injuries arising out of and in the course of their employment or arising out of ordinary risks of the street while actually engaged with the authorization of the City in the business affairs or undertakings of the City, or during the period of their absence from duty because of disability resulting from sickness or illness arising out of and in the course of their employment, the difference between their regular compensation and the amount being received by them under the worker's compensation act.

No employee of the City shall receive benefits hereunder in excess of the unused portion of any sick leave or at the Employee's election available vacation time to which he/she may be entitled under subsection (a) of this Section. Payments hereunder shall be charged against the unused portion of sick leave benefits or vacation leave as follows:

<u>Per Diem amount received hereunder</u>		Number of days for which	
Per Diem regular compensation	X	compensation benefits	= number of days charged
		have been received	

13.1.3 Report of disability:

No person shall be entitled to compensation under this Section for any period of disability unless such disability and the cause or reason therefore are reported forthwith to the employee's Department Head, except that this exclusion shall apply only when demonstrable prejudice to the City results from such failure to report. In case of disability of the Department Head, such report shall be made to the Office of the Mayor. Any person who feigns sickness, injury, or disability, or who makes a false statement relative thereto, shall be subject to immediate suspension.

13.1.4 Verification of disability:

It shall be the duty of Department Heads to take or cause to be taken such reasonable steps as may be necessary to determine and verify the existence and cause of any disability for which compensation is claimed under the provisions of this Section.

13.1.5 Examination by City Physician:

Notwithstanding any other provision of this agreement, examination by the City Physician or City designated physician shall not be a condition precedent to an employee returning to work who has supplied documentation from their own physician stating that the employee is physically fit to return unless:

- 1) The examination is an independent medical examination pursuant to MGLC 152 (workers compensation law) or
- 2) The employee has been on family medical leave pursuant to the federal FMLA and such examination by the employer is permitted by the FMLA or the regulations thereunder, or as specifically permitted by the Americans with Disabilities Act (ADA).

13.1.6 Sick Leave Conversion

Upon separation from service with a minimum of ten (10) years' service, any employee or designated beneficiary shall be compensated for each day of accumulated sick leave due to them at fifty percent (50%) of the rate of pay immediately prior to separation from service and such accumulation shall not exceed one hundred and forty (140) days, for the purpose of this Section. In the event of death, such compensation shall be paid as directed by the employee's will or, otherwise, to the spouse or next of kin.

13.1.8 Sick Leave Bank

Effective July 1, 1998, a Sick Leave Bank shall be established and administered on behalf of all members of the Association who voluntarily wish to participate. The Sick Leave Bank shall be administered by a Committee consisting of three (3) members of the Association, chosen by the Executive Board of the Association.

To be deemed eligible to participate in the Bank, a member of the Association must advise the Committee in writing within thirty (30) days of the execution of this Agreement or within thirty (30) days of the commencement of their employment of their intention to participate in the Bank. Upon becoming a member of the Bank, each participant shall donate three (3) days of their unused accumulated sick leave to the Bank. If the total accumulated sick leave in the Bank shall fall at any time below twenty (20) days, each member will be assessed one (1) additional day. In no event will a member be assessed more than five (5) days in one (1) calendar year. Open enrollment will be during the period of January 1st and February 15th of each year, non-participating members may join the Bank in which event they shall donate three (3) days of unused accumulated sick leave to the Bank.

In the event that a participant in the Sick Leave Bank is unable to work because of illness or injury and has exhausted their sick leave, they may be awarded additional sick leave from the Bank. The following criteria shall be used by the Sick Leave Bank administrators in determining eligibility for and the amount of any leave granted:

- a) Adequate medical evidence of serious illness.
- b) Prior use of all sick leave.
- c) Length of service.

All decisions shall be final and binding. Members must exhaust all sick, personal and compensatory days and all but 1 week of vacation days before applying for leave under this section. Any employee on sick leave under this provision at the end of the calendar year, is ineligible to roll or sell back any accrued vacation time.

The Sick Leave Bank will be tracked through MUNIS or some other feasible system, and monthly reports shall be provided to the Association President or the President's designee.

13.2 Bereavement Leave

All employees of the City shall receive their regular compensation during absence from work due to the death of a parent, grandparent, step-parent, husband, wife, child, grandchild, step-child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew. Such absence shall be limited to three (3) days for the death of any such relative.

All employees shall receive two (2) additional day of leave, as provided in the preceding paragraph, for absence due to the death of a spouse, child or parent. The maximum leave allowed hereunder shall be five (5) days from the date of death of any such relative.

The time period during which any person shall be entitled to compensation under this Section for absences due to disability or for deaths of relatives shall not be deducted from the vacation period or accumulated sick leave to which such person is otherwise entitled: and such time or period of absence shall be included in computing the number of weeks of service in determining the basis for the allowance of such vacation period.

13.3 Special Leave

In addition to the leaves authorized above, a Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year, which authorization shall not be unreasonably withheld.

The Mayor may authorize special leaves of absences 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 work of the employee which will benefit the employee and the City: urgent personal business requiring employee's attention for an extended period 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.

The City Council, upon the recommendation of the Mayor, may grant leaves of absences with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed to be beneficial to the City. Sick time accumulation will cease during any unpaid leave.

13.4 Absence Without Leave

An employee who is absent from duty shall report the reason therefore to their supervisor prior to the date of absence, when possible, and in no case later than 9:00 a.m. or within thirty (30) minutes of the beginning of the employee's shift, on the first day of absence. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Such absence may be made the grounds for disciplinary action.

13.5 Personal Leave

Each employee shall be granted three (3) personal days with pay in each calendar year (January 1 - December 31). These days shall not be deducted from accumulated sick leave. The personal days must be taken within the calendar year and cannot be accumulated. All days so taken shall be subject to the scheduling approval of the appropriate Department Head. The Employer shall in no event unreasonably withhold approval of a personal day.

13.6 Union Business Leave

Should negotiations between the Association and the City be held during the work day, five (5) members of the negotiation team shall be granted time off to conduct collective bargaining without loss of wages. This is limited to no more than two (2) employees per office.

One (1) union official is permitted to have reasonable time off without loss of pay to investigate and process grievances and attend hearings and arbitration proceedings. Should additional union officials be necessary to investigate and process grievances or attend hearings and arbitration proceedings, they will be granted reasonable time off without pay. Those additional union officials may also elect to use their accrued vacation, personal or compensatory time after seeking approval.

Witnesses called by the Association or the City to testify at hearings or arbitration proceedings will be granted time off without loss of wages.

Nothing under this section shall be interpreted to mean that members of the Association who file grievances or labor actions against the City will be granted time off without loss of pay for their time involved in pursuing such actions, 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 reimburse the member for their time taken at hearing to pursue such remedy.

All leave granted under this section shall require prior approval of the Personnel Director or the Department Head, in the Personnel Director's absence. Said approval shall not be unreasonably withheld. Absence of the Personnel Director is defined when the Personnel Director is out of the office for a full day or longer on vacation, sick, or personal leave, or any other type of leave, including business leave.

ARTICLE 14: EDUCATIONAL OPPORTUNITY

The City agrees to reimburse each employee covered by this Agreement a sum of \$1,000 per year, or \$500 per semester, for the cost of job related or career- oriented educational course(s). Employees must successfully complete and pass said course(s). . The employees must receive the prior approval of the Department Head before commencing any seminar or college course to be entitled to the reimbursement. Any denial or approval by the Department Head may be appealed to the Director of Personnel, whose decision shall be binding.

ARTICLE 15: HOME RULE PETITION TO ELIMINATE CIVIL SERVICE/ABOLITION OF CIVIL SERVICE LAW AND RULES

The Association 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:

15.1 For ALL Permanent Civil Service Members

The City will apply M.G.L. c. 31 to all members of the Association who have permanent civil service status, 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 Association. In addition, members separated from positions under M.G.L. c. 31. §39 shall be reinstated after being given written notice by first class mail.

15.2 For All Provisional Civil Service Members and Members Hired After the Abolition of Civil Service

15.2.1 Just cause, notice, hearing, decision, or 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 their 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 therefore. Thereafter, the member may, within thirty (30) calendar days after said action has been taken, request binding arbitration in accordance with Step 4 of the Grievance and Arbitration Procedure outlined in Article 20.

15.2.2 Suspensions of (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 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 4 of the Grievance and Arbitration Procedure outlined in Article 20.

15.2.3 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 is not broken by approved leaves of absence of less than six (6) months. Where members are hired on the same day, seniority shall be on the basis of the City's receipt of their employment applications.

15.2.4 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.

15.2.5 Job postings and bidding: When a position covered by this Agreement becomes vacant, such vacancy shall be promptly posted by the City for at least 7 calendar days to permit internal association candidates to apply. part-time, temporary, and/or on-call positions are not subject to internal posting requirements. Priority consideration will still be provided to any current member who applies for said vacancy. Employees that are still within their probationary period, or under a performance improvement plan (PIP), may be ineligible to apply for internal job opportunities and will be considered on a case by case basis. The Posting will contain within the heading "Internal Posting". A position shall be considered vacant even though the prior occupant has left the position to take a new position which is only probationary and such prior occupant may have the right to return to the vacant position if found not qualified in the new position. 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, the department manager shall make determination using other factors such as seniority and employee's personnel record. If at the end of the probationary period, it is determined that the employee is not qualified to perform the work, he/she shall be returned to their old position and rate. If there were no qualified internal applicants, the position can be externally advertised. In the event the City wishes to eliminate, modify or change the work hours of the vacant position, the City will promptly initiate any applicable reduction in force procedures (including the Personnel Review Board where applicable), as well as impact bargaining with the Association prior to any final determination being made concerning the hours of the position.

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

15.2.7 Probationary period: Each employee will serve a six-month probationary period, during which demotions, suspensions, and/or discharges are not subject to the Grievance and Arbitration Procedure. Article 20.

ARTICLE 16: JUST CAUSE/DISCIPLINARY PROCEDURES

16.1 Employees Covered Under Civil Service Law

Probationary and provisional civil service employees are subject to the disciplinary procedures under M.G.L. c. 31.

Permanent civil service employees are subject to the disciplinary procedures under M.G.L. c. 31. Upon receipt of the appointing authority's decision, the employee has ten (10) days to file an appeal with the Civil Service Commission or a petition for grievance/arbitration with the Department of Labor Relations. Once this filing has been made, the employee may only proceed under the forum selected by them. In the event of elimination of civil service through Home Rule Petition permanent, civil service employees will still be covered under the provisions of civil service law with regard to disciplinary process and procedures. This includes the ability to file a hearing before the Civil Service Commission or grievance/arbitration before the Department of Labor Relations, but not both.

16.2 Employees Not Covered Under Civil Service Law:

Employees in their first six (6) consecutive months of employment may be suspended, demoted, or discharged for disciplinary reasons without recourse to the grievance or arbitration provisions of this agreement.

Employees who have been employed for six (6) consecutive months or more shall not be suspended, demoted, or discharged without just cause. An employee who is aggrieved by the disciplinary determination of the employer and who has completed his or her six (6) consecutive month probationary period may file a grievance pursuant to Step 1 of the grievance and arbitration procedure and proceed through that procedure to grievance/arbitration.

ARTICLE 17: ABOLITION OF RETIREMENT SYSTEM

If, during the life of this Agreement, the state retirement system shall be abolished or materially changed to the disadvantage of City employees, those provisions which are abolished or amended shall in substance be

replaced by analogous contractual provisions to be negotiated immediately thereupon between the Association and the City or, at the City's option, between all recognized bargaining units for the City's employees and the City.

ARTICLE 18: PERFORMANCE EVALUATIONS

The Association agrees with the City that Association members will be evaluated by their immediate supervisor or their Department Head after the first six (6) months of employment and thereafter annually. All evaluations shall be confidential and shall be released only with advance written authority of the individual employee concerned, and shall be kept in employee's personnel file within their department provided, however, that the Mayor and the Director of Personnel may obtain access to such evaluations for purposes of statistical studies or entire departmental evaluation. Any evaluation conducted pursuant to this Article shall be subject to the arbitration provisions of Article 20 hereto.

18.1 No material derogatory to an Employee's conduct, character or performance shall be placed in their file unless the Employee is sent a dated copy.

18.2 The Employee shall have the right to respond in writing to the charges or statement, and such response shall be placed in their file.

18.3 When the Employer receives a written request from an Employee, the Employer shall, normally within two (2) work days, but not more than five (5) work days, provide the Employee with the opportunity to review their personnel records. The review shall take place at a time designated by the Employer and in the presence of an Employer representative.

18.4 An Employee may obtain a copy of their personnel record, or any portion thereof, by submitting a written request for same and paying ten (10) cents per page, for reproduction of the record.

ARTICLE 19: EQUAL OPPORTUNITY AND 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.

ARTICLE 20: GRIEVANCE AND ARBITRATION PROCEDURE

A grievance for purposes of this Agreement is a written dispute, claim or complaint involving violation of this contract or if The City of Pittsfield has aggrieved a member in some way that has negatively affected them financially, or otherwise. Either the Association or an employee in the bargaining unit can file a grievance after a majority vote to proceed by the Grievance Committee is taken, and shall be settled in the following manner:

Step 1

The Grievance Chairperson shall file the grievance in writing with the employee's immediate supervisor within ten (10) work days of the date of the grievance or knowledge of the occurrence giving rise to the grievance.

The supervisor may request the attendance of the employee at the discussion if he/she so elects, which request shall not be unreasonably refused, and shall attempt to adjust the matter and shall respond to the representative in writing within five (5) work days.

Step 2

At any time within ten (10) work days after the response of the immediate supervisor (or deadline for response, if there was no response), the grievance may be presented in writing to the Department Head or appointing authority involved. Either of the 2 just mentioned shall attempt to adjust the matter and shall respond in writing to the Association representative within five (5) work days of said presentation.

Step 3

If, as a result of the written response in Step 2 above, the grievance remains unresolved:

- a) If the grievance involves the suspension, demotion or discharge of a permanent Civil Service employee, the grievance may be appealed either to step 3 (Mayor's level) or at the option of the employee to the Civil Service Commission. The aggrieved employee shall indicate in writing directly or through the Association's representative which procedure is utilized.
- b) If the grievance does not fall into subsection (a) above, it may be presented to the Mayor in writing within ten (10) work days after said response (if any) from Step 2 above was received or was due. The Mayor may conduct such investigation and hold such hearings as the Mayor deems advisable. The Mayor shall, in any event, decide the matter within ten (10) work days of receipt of the written grievance unless the time is extended by a written agreement with the aggrieved employee and the Association.

Step 4

If the grievance is still unsettled, either party may, by written notification to the other, within thirty (30) days after reply of the Mayor is due, at the option of the grieving party, is provided, whichever is later, request binding arbitration. The arbitration proceedings shall be conducted and heard by the Massachusetts Department of Labor Relations in accordance with its rules.

All expenses for the arbitrators' services and the proceedings shall be equally borne by the employer and the Association. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

ARTICLE 21: UNIFORMS & PROTECTIVE CLOTHING

Employees holding the positions listed below shall receive an annual uniform reimbursement, one per fiscal year, of \$300.00:

- Building Maintenance Department
 - Project Supervisor
- Community Development Department
 - Conservation Agent
- Health Department
 - Nuisance Control Officer
 - Code Enforcement Inspector
 - Sanitarian(s)

- Inspection's Department
 - Plumbing/Gas Inspector
 - Senior Wiring Inspector
 - Building Inspector
 - Sealer of Weights & Measures Inspector
- Public Services Department
 - Parks Superintendent
 - Working Foreman
 - Fleet Manager
 - DPS Superintendent
- Dept. Public Utilities
 - Water/Waste Superintendent
 - Chief Treatment Plant Operator
 - Working Foreman (I), (II), and (III)
 - Chemist

Employees in the Departments of Buildings Maintenance, Public Works and Public Utilities and the Sealer of Weights and Measures shall receive the same uniforms as the blue collar workers' in those departments, but if such employees do not desire uniforms, they may refuse them.

The City agrees to provide uniforms, warm clothing, shoes and coats for the Parking Control Officers and the Animal Control Officers. If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protecting device shall be furnished to the employee by the employer.

Unit employees shall be required to wear uniforms provided by the employer as a condition of employment. Unit employees who report for work without a complete uniform shall not be permitted to work. Unit employees shall be responsible for maintaining uniforms provided in a clean and neat manner at all times. In furtherance of the requirement, the Employer agrees to provide a minimum of eleven (11) sets of uniforms for the employee to wear and a laundry service which the employee may use at their option. Upon the written request of either party, a four (4) member committee made up of unit employees shall meet with the Purchasing Agent and the Director of Finance and other representatives of the Employer to review the quality and specifications of uniforms provided by the Employer. That notwithstanding, the final decision as to quality and specification of uniforms to be provided by the Employer shall remain the exclusive right of the Employer. Underwear, undershirts, and socks are not eligible items for reimbursement.

21.1 Safety Vest and Safety Helmets

Safety vests and safety helmets shall be worn at all times in the workplace by all employees when actually performing work. Safety vests and safety helmets shall be provided by the Employer. In addition, the City shall provide all affected personnel with protective equipment required under OSHA law and/or any state mandated statute.

21.2 Safety Glasses.

Safety glasses (polycarbonate and not plastic lenses) shall be required for all employees and shall be worn in any area designated as requiring safety glasses. Non-prescription safety glasses, face shields, and the like shall be provided by the Employer. If the Employer has not been able to procure a vendor

to supply prescription safety glasses, then the Employee may procure the prescription safety glasses from some other source. The Employer agrees to pay fifty percent (50%) of the cost of the prescription safety glasses up to a maximum amount of \$200.00. An employee may submit for prescription safety glasses up to once every two (2) fiscal years, unless there is a medical need for updating the prescription. If the prescription glasses are damaged at work, the Employee must report the incident to their immediate supervisor and the Employee will be allowed to obtain prescription safety glasses or to repair the glasses if the safety glasses do not need to be fully replaced.

21.3 Safety Shoes

The Employer encourages all unit employees who work in a foot-hazard-sensitive job or area, as determined by the Department Head, to purchase and wear safety-toe work shoes or work boots. To that end, the Employer shall reimburse any employee up to \$300.00 in any fiscal year for the purchase of approved safety shoes, safety-toe shoes or boots.

21.4 Scott Air Packs

The Employer agrees to provide Scott Air Packs or a similar appropriate breathing apparatus for use at the Employer's chlorination facilities. The Employer shall determine the total number of such breathing devices to be provided, but shall ensure that at least two (2) such devices are maintained ready to use in accessible proximity to any such facility.

ARTICLE 22: AUTOMOBILE LIABILITY INDEMNIFICATION

The City shall indemnify all authorized employees from any liability in connection with their use of City vehicles on City business (including commuting), and their use of personal vehicles on City business to the extent not covered by the employee's automobile insurance. Employees may continue to commute to and from work in City vehicles where permitted by Ordinance or authorized by the Department Head.

ARTICLE 23: WORK HOURS

The work hours for the members of the Association shall be as follows:

- CITY HALL EMPLOYEES* 8:30 am - 4:00 pm
 - INSPECTIONS DEPARTMENT 7:30 am - 3:00 pm
 - WASTEWATER/WATER* 7:00 am - 3:30 pm
 - DPS/HIGHWAY* 7:30 am - 4:00 pm
 - PARKS DEPARTMENT* 7:00 am - 3:30 pm 6:00 am – 2:30 pm
 - FIRE DEPARTMENT** 7:30 am - 3:30 pm (Clk) 8:15-4:15 (HC)
 - SENIOR CENTER* 8:30 am - 4:00 pm (Sr. Acct. Clk.)
10:00 am - 6:30 pm (Custodian)
 - MAINTENANCE DEPT.* 7:00 am - 3:30 pm
 - POLICE DEPT.* 8:00 am - 3:30 pm
 - ANIMAL CONTROL OFFICERS 7:30 am - 3:30 pm (1) 11:30-7:30 (1)
 - PARKING CONTROL OFFICERS 8:00 am - 4:00 pm (2)
 - IT DEPT.* 7:30 am - 4:00 pm
 - Engineering* (*GIS Coordinator and Environmental Engineer*) 40 hours/week
- * With one-half hour unpaid lunch ** With one hour unpaid lunch

Parking Control Officers and Animal Control officers are paid for their lunchtime as they are considered to be on duty during this time.

23.1 Notwithstanding anything else in this Agreement, the following provisions shall apply to positions formerly represented by Local 861, AFSCME:

23.1.1 Regular Hours

The regular hours of work each day shall be consecutive except that they shall be interrupted by a meal period. Such meal period shall not exceed thirty (30) minutes.

23.1.1.2 Work Week

The regular work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive as listed below:

DPU Water/Sewer Division: 7:00 a.m. - 3:30 p.m.

DPU Wastewater: Non-continuous division employees shall be on the same schedule as the Water Division.

Division continuous operation shall be three (3) shifts:

- a) First (Day) Shift: 8:00 am - 4:00 pm
- b) Second Shift: 4:00 pm - 12:00 am (Midnight)
- c) Third Shift: 12:00 am - 8:00 am

DPW Highway Garage.....7:30 am - 4:00 pm

23.1.1.3 Rest Breaks

Whenever practicable, employees shall be allowed a rest break of fifteen (15) minutes during the morning and afternoon work periods, such break to be taken at approximately mid-period and at a time and place of the supervisor's choosing. Nothing in this section shall require the payment of overtime or other compensation should a formal period be missed.

23.1.1.4 Cleanup Time

Employees shall be permitted a period of fifteen (15) minutes travel/cleanup time prior to the scheduled meal period. When necessary, an employee will be permitted a period of up to fifteen (15) minutes personal cleanup time at the end of the work shift or day.

23.1.1.5 Flexible Time

The Union accepts the provisions outlined in the City's Flexible Work Program policy. Flexible hours may be requested by employees. Employees must follow procedures contained in the policy to make the request to the Department Head and Human Resources. Per policy, the Employer has sole discretion to grant or deny such requests.

23.1.2 Special Pay Situations

Daylight Savings Time: On weekends when the City changes from Standard to Daylight Savings time or the reverse, employees working at the official time of change shall be paid for actual hours worked. In the case of continuous operations employees, they shall be paid either forty (40) hours at straight time when the clock is set forward or forty (40) hours at straight time plus one (1) hour at the appropriate overtime rate when the clock is set back. No employee will lose any pay as a result of the change in time which occurs from daylight savings time.

ARTICLE 24: WORKING OUT OF CLASSIFICATION

The compensation of any Employee working out of classification shall be governed by the terms of City Code 16-12, Section C-1

ARTICLE 25: MISCELLANEOUS PROVISIONS

25.1 Building Maintenance Employees: Overtime for snow emergencies will first be assigned to employees voluntarily in accordance with a list of those employees willing to work overtime in such situations. If, however, an insufficient number of employees are available or willing to work overtime, the Director of Maintenance may require employees hired after July 1, 2002, based on inverse seniority to report for work for snow emergencies, or as an alternative, may use volunteers, seasonal workers, temporary workers, and other city employees to perform said work.

25.2 DPW 12-Hour Snow Fighting Shifts: If a DPW employee's schedule is changed to a "12 on and 12 off" schedule due to snow related emergency, he or she shall be paid an equivalent of sixteen (16) hours pay (8 straight and 8 double). "Rolling in" and "rolling out" of the schedule, the sixteen (16) hour shift shall be paid as eight (8) straight and eight (8) at the rate of time-and-one-half (1.5). In all cases, the first eight (8) hours of each shift shall be considered as the regular work day and subject to normal provisions of the contract. Overtime on Saturday, Sunday and Holidays shall be paid as per Articles 11 and 13.

Twelve (12) hour shifts will only be called off after an employee is allowed to cycle out of a full twelve (12) hour shift. In addition, employees will be allowed to take up to four (4) hours of their regular shift off without pay after cycling out of a twelve (12) hour shift, barring emergencies and staffing needs, to be determined at the discretion of the Commissioner.

25.3 TOOL ALLOWANCE: The Employer shall pay the sum of \$500.00 per fiscal year for the purpose of allowing specified employees to replace their privately owned, lost, stolen, or damaged tools used for their work for the City. The employees contemplated in this Article consist exclusively of those employees whose job title is Fleet Manager. No proof of lost or damaged tools shall be required of any employee.

ARTICLE 26: SAVING CLAUSE

The City agrees that all rights and benefits of the employees covered by this contract obtained under previous contract, ordinance or statute which said employees are entitled to, shall not be relinquished, but are still in force and effect.

ARTICLE 27: BULLETIN BOARD

The Association shall be provided with a union bulletin board in each workplace location.

ARTICLE 28: PERSONNEL FILE

28.1 No material derogatory to an employee's conduct, character or performance shall be placed in their file unless the employee is sent a dated copy.

28.2 The employee shall have the right to respond in writing to the charges or statement.

28.3 When the employer receives a written request from an employee, the employer shall, normally within two work days but not more than five work days, provide the employee with the opportunity to review their personnel records. The review shall take place at a time designated by the employer and in the presence of the employer representative.

28.4 An employee may obtain a copy of their personnel record, or any portion thereof, by submitting a written request for same and paying ten (10) cents per page, for reproduction of the record.

28.5 Any statement or reports going into the files are subject to these same provisions.

28.6 Official grievances filed by an employee shall not go into the employee's file.

28.7 Written reprimands may be grieved in accordance with the provisions of this Agreement.

28.8 No anonymous letters, complaints or referrals will be placed in an employee's file. Employees will be able to respond to any complaint in writing and will be given a written copy of the final resolution on any action on such complaints.

ARTICLE 29: MINIMUM CALLBACK

Any member called back to work to their respective jobs once they leave work (for emergency purposes only) will be entitled to be paid a minimum of four (4) hours. Any member called back to work to attend a scheduled meeting will be entitled to be paid a minimum of two (2) hours.

- **29.1 On-Call Pay:**
- Any current DPSU employee who is assigned to be on-call daily shall receive an additional 1 hour per day, resulting in 2 hours of on-call pay.

ARTICLE 30: LAWS, RULES, ETC.

The Agreement shall be subject to all applicable state and federal laws, civil service laws, rules and regulations, city charter and ordinances, and the granting of appropriations by the City Council in order to give effect and meaning to the provisions of this Agreement.

ARTICLE 31: PARKING

The City agrees to provide free parking to members of the Association for the term of this contract.

ARTICLE 32: PAYMENT FOR EARLY NOTICE OF RETIREMENT

On the conditions set forth below, the City shall pay to any member who so qualifies the sum of \$2,000 for their having provided their early notice to retire. Said payment shall be made in the last paycheck issued during that member's employment.

The member's retirement occurs on the date so stated in the notice (see example below), which is at least one (1) year from the date of the notice, which is to be provided forthwith to the Mayor, with a copy to the Department Head and City of Pittsfield Human Resources Department. Failure to submit the required notice below in the exact format below, at least one (1) year prior to the date of retirement will result in forfeiture of this bonus.

32.1 As used herein, "early notice of intent to retire" shall mean the members' typed and signed notice (must use the exact format below), given on the form as follows:

(Name)
Mayor
City of Pittsfield
70 Allen Street, City Hall
Pittsfield, MA 01201

Dear Mayor:

In accordance with Article 32 of the collective bargaining agreement between the City of Pittsfield and the Pittsfield Supervisory and Professional Employees Association, I, (Name), hereby submit notice of my retirement from the City of Pittsfield effective on (Date). In so doing, I claim the benefit stated in Article 32 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.

Signature: _____ Date: _____

cc: Department Head
City of Pittsfield Personnel Department

32.2 The payment set forth 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 is irrevocable save under the conditions set forth in subsection 32.3 below. Once notice of retirement is given and/or the position is filled by the City of Pittsfield, retirement is irrevocable.

32.3 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 33: LICENSE REIMBURSEMENTS

The City will reimburse members for the renewal of professional licenses as required as a condition of employment during each fiscal year. Should an employee be required to hold a commercial driver's license, the City is only required to reimburse the member for the difference between a Class D license and the required Class A, B, or C license, or in the case of a professional license having several grades, only the cost of a license of the required grade.

ARTICLE 34: DURATION OF AGREEMENT

The duration of this Agreement shall be from July 1, 2022 to June 30, 2025, except where amended or specifically changed therein. All benefits provided hereunder shall continue in force upon the expiration of this contract or until the negotiation of a new contract. There shall be no forfeiture of benefits resulting from the delay in execution of this contract. Negotiations for a new contract to commence after the expiration of this contract may begin no earlier than March 11, 2025 and no later than April 1, 2025 and parties shall proceed thereafter to forthwith bargain collectively with respect thereto. Within fifteen (15) days of the receipt of the notification by either party for the commencement of negotiations for a new contract to commence July 1, 2025, a conference shall be held between the City of Pittsfield and the Association's negotiating committee for the purpose of commencing such collective bargaining.

In witness whereof, the parties hereto have hereunto set their respective hands and seals by their duly authorized officers on the day and year first written above.

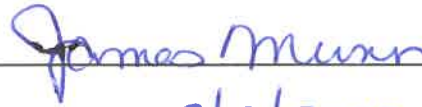
FOR THE CITY OF PITTSFIELD



Dated: _____

7/25/22

FOR THE PITTSFIELD SUPERVISORY &
PROFESSIONAL EMPLOYEE ASSOCIATION



Dated: _____

7/7/2022