



AGREEMENT BETWEEN:  
THE CITY OF PITTSFIELD

AND

THE TEAMSTERS LOCAL 404

TERM: JULY 1, 2019 - JUNE 30, 2022

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PREAMBLE

This Agreement entered into by the City of Pittsfield, hereinafter referred to as the "Employer", and The Teamsters Local 404, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure of the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1  
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Pittsfield as designated in certification dated July 1, 2009, Case MCR-215 of the Labor Relations Commission for the purpose of collective bargaining.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

The bargaining agent for the Employer specifically represents that it will in good faith seek from an appropriate City Council or governing body the necessary appropriations and bylaw changes necessary to accomplish the terms of this Agreement. It is understood by the parties that all provisions of this Agreement which require that necessary appropriations be made and authorized by the City Council are subject to said authorization and conditional upon the granting of said authorization by the City Council; and in the event that said necessary authorization is not given by the City Council, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their record.

ARTICLE 2  
MANAGEMENT RIGHTS

The Union recognizes that the Employer 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 work force, and to conduct its operation in an effective and efficient manner.

The Union recognizes that the Employer has the right to maintain personnel files. The Employer recognizes that the employee and the Union have the right to inspect an employee's file upon reasonable notice and any derogatory material may be rebutted in writing by the employee. The file for each employee which is kept by the Employer's Director of Personnel shall be, for purposes of this collective bargaining agreement, the official personnel file for each employee. Employees shall be notified by the Employer, in writing, whenever possible, of any addition, deletion or adjustment to the content of their official personnel file and shall be allowed to submit a written response to any such change relating to disciplinary matters or to evaluation of performance.

ARTICLE 3  
NO STRIKE

It shall be unlawful for any employee or Union to engage, induce, or encourage any strike, work stoppage, slow down, or withholding of services by any such employee. The Employer shall not lock out Bargaining Unit Employees.

ARTICLE 4  
UNION REPRESENTATION

A written list of Union Stewards and other representatives shall be furnished as follows to the Employer immediately after their designation and the Union shall notify the Employer of any changes:

Steward from each Division      1

A Union Steward or representative shall, upon application to his/her Supervisor, be granted reasonable time off during working hours to investigate, adjust and process grievances, or attend hearings at state Commissions, providing however, that this is extended with the understanding that time off will not be abused. In the event that the Department Head believes the steward is spending an undue amount of time in handling grievances, the Department Head shall have the right to correct the abuse.

ARTICLE 5  
UNION DUES AND AGENCY SERVICE FEE

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 of Dues, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution 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.

The Union 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 union dues provision.

The Union agrees to refund the City any amount paid to it in error on account of the check off and Agency Fee provision upon presentation of proper evidence thereof.

The Union certifies that this collective bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

ARTICLE 6  
PLEDGE AGAINST DISCRIMINATION AND COERCION

The City of Pittsfield is an equal opportunity/affirmative action employer. Applicants are considered for all positions without regard to age, race, religion, sex, marital status, sexual orientation, gender/gender identity, veteran status, national origin, physical appearance, physical disability, cognitive disability,

learning disability, developmental disability or other protected status provided that an applicant or current employee can perform the essential functions of the position under applicable state and federal law. Any applicant or current employee should contact the City's Director of Personnel if they believe they have been discriminated against.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion

ARTICLE 7  
CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all ordinances, charters, statutes, Civil Service and state laws, rules and regulations relative to seniority, promotions, transfers, discharges, removals and suspensions, job classification, and reassignment.

Any employee not covered by a statute relative to the above matters shall have recourse to the grievance procedure contained herein.

Each employee, whether permanent or provisional, will serve a six (6) month probationary period, during which, demotions, suspensions, and/or discharges are not subject to the Grievance and Arbitration Procedure, Article 16.

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 MEMBERS: The City will apply M.G.L. c. 31 to all members of the Union 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 Union. 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.

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

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 his/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 his/her 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 16.

Suspensions 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 his/her 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 his/her 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 his/her 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 16.

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.

Layoffs and reinstatement: Any member who has completed his/her six-month probationary period and becomes separated from his/her position because of lack of work, lack of money, or abolition of position shall be separated from employment according to his/her 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, and at the discretion of the employer may also be simultaneously advertised. (The City will continue to hire the most qualified application within the bargaining unit). 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 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 his/her old position and rate. 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 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 are not subject to the Grievance and Arbitration Procedure. Article 16.

In the event that the City files a home rule petition to eliminate civil service, the Union agrees neither to support nor oppose that effort.

## ARTICLE 8 SICK LEAVE

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay providing said employee meets the following requirements and conditions:

### SECTION 1: Rate of Accumulation

One (1) day for each four (4) weeks of service in the preceding twelve (12) months, but not more than twelve (12) days in a calendar year. These days may be accumulated on an unlimited basis.

### SECTION 2: Crediting

Sick leave crediting shall be made on the first day of January of each year.

### SECTION 3: Newly Hired Employee Eligibility

The first year employee shall be allowed to use his/her accrued sick leave on or after the crediting date of January 1, except as provided in Section 4.

### SECTION 4: Hardship

In cases of undue hardship, Department Heads, at their discretion, may allow an employee to use his/her accrued sick leave prior to the January 1<sup>st</sup> crediting date.

### SECTION 5: Exceptions

No person shall be entitled to any compensation or benefits under this Article for any period of disability resulting in whole or in part from the voluntary use of intoxicating liquor, drugs, or narcotics; venereal

disease; intentional self-inflicted injuries; injuries sustained while engaged in, or resulting from, or arising out of the commission of a felony, or of a misdemeanor involving moral turpitude; or injuries sustained while engaged in, or resulting from, or arising out of the violation of any lawful rule or regulation of the department in which employed.

#### SECTION 6: Reporting

No person shall be entitled to compensation under this Article for any period of disability unless such disability and the cause or reasons therefore are reported to his/her appropriate shift supervisor. Such notice shall be given prior to the commencement of the employee's regularly scheduled work day/shift, but not to exceed one (1) hour after the commencement of the employee's regularly scheduled shift, except in the case of emergencies. All unauthorized and unreported absences shall be considered absence without leave. Such absence may be made the grounds for disciplinary action. No employee shall feign sickness, injury, or disability.

#### SECTION 7: Verification

The Department Head may request an employee to provide a written physician's verification of illness upon three (3) consecutive day's absence or if a pattern of abuse exists. Employees shall be required to submit to a physical examination by the City Physician, at no cost to the employee, upon the request of the Department Head. This section shall not operate or be construed to entitle any disabled person to medical treatment or services by the City Physician unless such person shall otherwise be entitled thereto without regard to this section.

#### SECTION 8: Sick Leave Conversion

The City of Pittsfield shall provide that any employee of said City or designated beneficiary, who upon retirement or separation of service with a minimum of ten (10) years' service or accidental disability retirement, shall be compensated for each day of accumulated sick leave due to the employee at fifty (50) percent of the rate of pay immediately prior to retirement or separation of service and such accumulation shall not exceed one hundred and forty (140) days. In the event of death of the employee, said compensation shall be paid to the spouse or next of kin of employee.

#### SECTION 9: Accumulated Sick Leave Notice

Annually, the Employer agrees to furnish the Union a computer printout of all Local #404 employees' accrued and credited sick leave.

#### SECTION 10: Accumulation During Leave of Absence

Employees granted a leave of absence without pay shall not earn sick leave during periods of layoff or leave of absence, but upon resumption of active employment the sick leave earned before the time of such layoff or leave of absence shall be available.



SECTION 11: Family Sick Days

Unit employees are entitled to take up to three (3) days per year out of accumulated sick leave for tending to a parent, spouse or child who is sick or disabled. These days are not cumulative.

This provision will take effect upon signing of the contract and will have no retroactive application.

ARTICLE 9  
WORKER' S COMPENSATION

SECTION 1: Payment of Employees on Worker's Compensation

During the period of their absence from duty because of total disability resulting from personal injuries, sickness or illness 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 Employer, in the business affairs or undertakings of the Employer, unit employees shall receive the difference between their regular compensation and the amount being received by them under the Worker's Compensation Act, as provided in Section 3 herein below.

SECTION 2: Leave Accrual While Receiving Worker's Compensation

Sick leave and personal days will continue to accrue or be paid for thirty (30) days after a Worker's Compensation injury which results in payments under M.G.L. Chapter 152. Vacation shall not be credited if an employee has been out on disability leave for more than twenty-two (22) weeks in a year beginning June 1 of any year.

SECTION 3: Payment Formula

The employer agrees to make up the difference between the employee's average weekly wage and compensation payments as regulated by M.G.L. Chapter 152. This difference can only be paid to an employee from his/her accumulated sick leave account or vacation account at the employee's request. The employee may elect to receive compensation pay only or may be denied the difference (sick leave pay or vacation pay) if no accumulated sick or vacation pay is available. The calculation of payments shall be as follows:

WORKER'S COMPENSATION + SICK LEAVE PAYMENT AND/OR VACATION PAYMENTS = TOTAL PAY

Except that no person shall be entitled to any compensation or benefits under this Article for any period of disability resulting in whole or in part from the voluntary use of intoxicating liquor, drugs, or narcotics; venereal disease; injuries sustained while engaged in or resulting from or arising out of the commission of a felony, or of a misdemeanor involving moral turpitude; or injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the department in which employed.

SECTION 4: Report of Disability

No person shall be entitled to compensation under this Article for any period of disability unless such disability and the cause or reason therefore is reported forthwith to the Employer. Any person who feigns sickness, injury, or disability or who makes a false statement relative thereto shall be subject to immediate suspension.

SECTION 5: Verification of Disability

The Employer may 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 Article.

SECTION 6: Examination by City Physician

The Employer may 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 Article. Employees shall be required to submit to a physical examination by the City Physician, at no cost to the employee, upon the request of the Department Head. This Article shall not operate or be construed to entitle any disabled person to medical treatment or services by the City Physician unless such person shall otherwise be entitled thereto without regard to this Section.

SECTION 7: Return to Work

An employee who has been out of work for Worker's Compensation related injury for more than a reasonable period, or for a prolonged period, and whose prognosis for return is indefinite and for whom reasonable accommodation is not practical, must apply for disability retirement or be subjected to involuntary disability retirement.

An employee, who has been deemed not disabled by the medical panel of the public employee's retirement administration, after two (2) separate examinations, must make themselves available for work by reporting to the Department Head or seek retirement from Employer service.

An employee permanently replaced by reason of Worker's Compensation related injury must, upon recovery, be given the first available job in accordance with M.G.L. Chapter 156, Sections 75A & 75B. Upon reinstatement, the employee will be restored to the step, longevity, vacation credit and seniority previously enjoyed.

ARTICLE 10  
LEAVES OF ABSENCE

SECTION 1: Eligibility Requirements

Employees may be eligible for leaves of absence after serving their probationary period or the equivalent time with the Employer.

## SECTION 2: Application for Leave

Any request for leave of absence, except Bereavement Leave, shall be submitted in writing by the employee to his/her Department Head. The request will state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Any request for a leave of absence shall be answered promptly. Any request for immediate leave, for example family sickness, shall be answered before the end of the shift on which the request is submitted. A request for a short leave of absence (a leave not exceeding one (1) month) shall be answered within five (5) days. A request for a leave of absence (exceeding one (1) month) shall be answered within ten (10) days.

Employees shall be returned to the position they held at the time the leave of absence was requested and shall not accrue sick leave or earn vacation or other paid leave while on a leave of absence granted under the provisions of this Agreement.

Authorization for, or denial of, a leave of absence shall be furnished to the employee by his/her Department Head, and it shall be in writing.

## SECTION 3: Types of Leave

Bereavement Leave: All members shall receive their regular compensation during absences from work, due to death of a parent, grandparent, stepparent, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, aunt, uncle, or person living in the household (significant other, fiancé, or equivalent). Said absence shall not exceed three (3) days for the death of any such relative. For this Section, all in-law terms as defined will also apply to the person living in the household, and the phrase "in-law", as it modifies certain relatives, shall be defined as those persons who are related by blood to the employee's present spouse. 'Present spouse' shall mean that person to whom the employee is legally married at the time that the bereavement leave takes place.

All employees shall receive compensation for absence from work due to the death of a husband, wife, child, or sole surviving parent. Such absence shall not exceed four (4) days for the death of any such relative.

All such leave mentioned in this Section shall not exceed five (5) days during any calendar year and shall not be cumulative. In no event shall compensation for any absence be allowed hereunder for more than one (1) day for each ten (10) weeks of service rendered during the preceding twelve (12) months. No such leave shall be deducted from any vacation period. Bereavement Leave shall be made available to the employee immediately upon notification to the supervisor and shall begin at that time.

The maximum annual bereavement leave will not prohibit a unit employee from taking bereavement leave for a parent, spouse, brother, sister or child. This provision will take effect upon signing of the contract and will have no retroactive application.

Jury Duty: The City of Pittsfield recognizes jury duty as a community obligation and the responsibility of a citizen. If an employee is notified that he or she may be called for jury duty, he or she should notify his or her supervisor immediately, and provide a copy of the juror notification. Upon the supervisor's receipt of such juror notification, employees will be granted a leave of absence. Employees are expected to keep their supervisor informed of all communications regarding their service as a juror so that plans may be made for covering such absences.

In accordance with state law, employees will be paid regular wages for the first three (3) days, or part thereof, of juror service. In order to receive such compensation, an employee must provide his or her supervisor with a juror service certificate showing proof of juror service for those days.

After serving more than three (3) days of jury duty, the City will pay the employee the difference between the employee's regular rate of pay and the compensation paid to the employee by the State.

This provision will take effect upon the signing of the contract and will have no retroactive application.

Leave for Attendance at Work-Related Hearings: Any employee subpoenaed as a witness and ordered to attend a hearing, trial or other proceeding having to do with a direct work-related incident or matter being before the Civil Service Commission or any other Commonwealth board or commission or in state or federal court, shall receive the employee's regular compensation during his/her absence from work. Employees appearing before such boards, commissions or courts on behalf of the Employer shall receive their regular compensation during their absence without the requirement of subpoena.

Military Service: Any unit employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41 or 60, or during his/her annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore without loss of his/her ordinary remuneration as an employee and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

Any employee who enters into active service in the Armed Forces of the United States while in the services of the Employer shall be granted a leave of absence for the period of military service.

Child Birth, Maternity, and Paternity Leave: The Employer agrees to grant an employee, subject to the Mayor's approval, an unpaid three (3) month leave of absence for the purpose of giving birth, provided that such employee shall have given at least a two (2) week notice to his/her Department Head of the anticipated date of departure and intention to return. Such employee may draw upon accumulated sick leave and/or vacation leave during the period of time. Any use of sick leave outside of this period of time and contiguous with the same must be accompanied by a physician's certificate. Said leave may be extended with the approval of the Mayor for a similar three (3) month period.

All maternity leave benefits shall be in accord with M.G.L. Chapter 149, Section 150D. In any event, the benefits granted shall be the better of the benefits provided by either this Agreement or state law.

Upon request of the employee, up to five (5) days leave with pay to be deducted from an employee's sick leave shall be granted to a male employee following the birth of his child.

Family Leave: The City agrees to comply with the provisions of the Family and Medical Leave Act of 1993.

Personal Leave: Each employee shall have three (3) personal days, not to be deducted from the employee's sick leave, which shall be credited to each employee on January 1 of each year.

Personal days must be used in the calendar year in which credited. If any employee does not use the accumulated personal days in a calendar year, all unused personal days will be credited toward accumulated sick time.

Newly hired employees, if hired after January 1 but before July 1, shall be entitled to two (2) days personal leave for the year. If hired July 1, or after, he/she shall be entitled to one (1) day.

One (1) full work weeks' notice shall be given for personal leave. In the event that an emergency personal day is needed, the following procedure must be followed: An employee shall notify the employer as early as possible, but not later than the beginning of the employee's scheduled start of work. The employee must leave a message or speak with his/her supervisor as early as possible. If the employee leaves a message, the employee must state the reason for the emergency and the employee must subsequently speak with the supervisor as soon as possible.

Special Leave: In addition to 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. The Mayor may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for attendance at college, university, or business school, for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the Employer; urgent 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 Employer. The City Council, upon the recommendation of the Mayor, may grant leaves of absence 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 beneficial to the Employer.

Absence Without Leave: An employee who is absent from duty shall report the reason therefore to his/her supervisor prior to the date of absence when possible and in no case later than one (1) hour after the commencement of the employee's regular work day/shift, except in the case of an emergency. 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.

ARTICLE 11  
HOLIDAYS

SECTION 1: Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Day before Christmas Day
13. Christmas Day

Except in cases of continuous operations, whenever any of the days listed above shall fall on Sunday, the following Monday shall be observed as the holiday, and whenever any of the above listed days falls on a Saturday, the preceding Friday shall be observed as the holiday.

When Christmas falls on a Sunday or Monday, the Friday preceding may be required by the Employer as a work day for employees at City Hall. If a City Hall employee is so scheduled, he/she shall receive a floating holiday to be used in a 12-month period from December 26th of the year in which the employee was required to work.

SECTION 2: Eligibility Requirements

Employees shall be eligible for holiday pay if the employee shall have worked on all of the work day prior to and after said holiday, or the employee should have been scheduled to work and shall have been relieved from duty by vacation, authorized sick leave, or other leave authorized by this Agreement or by Chapter 16 of the City of Pittsfield Ordinances.

SECTION 3: Holiday Pay

Eligible employees who perform no work on a holiday shall be paid their current hourly rate of pay, but in no case shall the occurrence of the holiday extend the employee's vacation leave.

SECTION 4: Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be counted as time worked.

SECTION 5: Holiday Work

If an employee works on any of the holiday listed he/she will be paid, in addition to the holiday pay specified in Section 3 above, two (2) times his/her regular rate of pay, exclusive of shift differential, for all hours worked.

ARTICLE 12  
VACATION

SECTION 1: Eligibility

Employees must have worked thirty (30) weeks in the aggregate in the twelve (12) months prior to June 1 in each year in which vacation is taken. Said vacation must be taken between January 1 and December 31, and it shall not be cumulative.

All vacation shall be taken at a time approved by the Department Head, upon receipt of notice from the employee of the desired vacation period. One (1) weeks' notice shall be sufficient notice for vacation leave, except for continuous operation employees, when two (2) full weeks' notice shall be required.

SECTION 2: Crediting

Employees shall be entitled to periods of annual vacation in accordance with the following schedule:

Service Weeks

Up to five (5) years	2
Five (5) years plus	3
Ten (10) years plus	4
Fifteen (15) years plus	4 + 2 days
Twenty (20) years plus	5
Thirty (30) years plus	6

When an employee has reached his/her 5th, 10th, 15th, 20th or 30th year, the additional weeks or days of vacation shall be considered earned and entitled on his/her City Service anniversary date.

After 6 months of employment, employee may elect to use up to one (1) week of vacation time, prior to being credited their full two weeks on their one year anniversary. If they chose to use one (1) week of time, they will be credited with one week of vacation on their one year anniversary.

Vacation buyout: After 5 years of employment, employees may convert up to one (1) week of vacation time to compensation. After ten (10) years of employment, employees may convert up to two (2) weeks of vacation time to compensation. Application for such conversion shall be made to the department director no later than December 1 or as directed by the City. Failure to apply by December 1 shall mean that no cash conversion can take place.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period, exclusive of shift differentials. Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period provided that a written request is received by the Department Head five (5) days prior to the date on which it is to be received.

SECTION 3: Holiday during Vacation Period

Any employee who is requested to, and agrees to work, during his/her vacation period shall be paid at a rate of time and one-half (1.5) of his/her regular rate.

SECTION 4: Work During Vacation Period

Any employee who is requested to, and agrees to work, during his/her vacation period shall be paid at the rate of time and one-half (1.5) of his/her regular rate.

SECTION 5: Vacation in Case of Layoff or Separation

An employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has at the time of separation. In the event of an employee's death, the Employer shall compensate the next of kin or estate of the employee for any unused vacation that the employee had at the time his/her death.

SECTION 6: Waste Water Treatment Plant

The parties will meet and discuss and develop a schedule for vacation time at the Waste Water Treatment Plant, to ensure continuous operations get 7 days off in a row when taking a 5 day vacation (M-F + 5-5).

ARTICLE 13  
OVERTIME

SECTION 1: Rate of Pay

The rate of time and one-half (1.5) the employee's regular hourly rate of pay, including the employee's hourly longevity rate plus any hourly shift differential regularly paid (Art. 27 Wages. Section 2 Shift Differential), shall be paid for work under any of the following conditions, provided that compensation will not be paid twice for the same hours worked.

Wheel Overtime Distribution: Overtime is offered based upon a rotating overtime seniority list. If an employee chooses not to work offered time, the employee's opportunity to work will be waived for that time, and the employer will continue down the voluntary overtime list. In the event that the employer needs to mandate overtime, it will be mandated by inverse rotational seniority. If the person mandated to work on that occasion, because of an acceptable reason, he/she will be required to work the next time mandated overtime is required.



Building Maintenance Department: overtime is given out for each craft skill; plumbing, heating etc. There will be a wheel for each craft.

Highway division: when scheduling work for snow emergencies - 12 on 12 off, with two (2), four-man teams that rotate shifts. Overtime is distributed evenly from the most senior employee down the list.

Garage division: during winter, they run two shifts with an A and B; they work 12 on 12 off.

Continuous Operations Water & Wastewater —Overtime is dispersed as equally as possible based on proper licensing.

#### SECTION 2: Daily

All work performed in excess of eight (8) hours in any work day/shift.

#### SECTION 3: Weekly

All work performed in excess of forty (40) hours in any work week.

#### SECTION 4: Before or After Regular Hours

If an employee is notified prior to the end of his/her regular shift to report to work prior to the beginning of his/her next shift, or required to extend the current shift, he/she will receive overtime for the actual hours worked.

If an employee is called to work without notice he/she will receive no less than four (4) hours of pay at his/her regular rate.

An employee who is on the employer's premises prior to or at the conclusion of the work shift will be paid for actual time worked at the appropriate overtime rate.

#### SECTION 5: Saturday Work

The rate of time and one-half (1.5) shall be paid for all work performed on Saturday, except as noted below.

#### SECTION 6: Sunday Work

Double time shall be paid for all work on Sunday, except as noted below.

#### SECTION 7: Exceptions

The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week.

Continuous operation employees that work in excess of normal shift will be paid the rate of time and one-half(1.5) for all work performed on the sixth day of their regular work week (first scheduled day off) and double time for all work performed on the seventh day in their regular work week (second

scheduled day off). No double time shall be paid to any continuous operation employee who works in excess of his/her normal shift on a Sunday unless such day also is the second regularly scheduled day off of the employee.

SECTION 8: Distribution

Overtime shall be equally and impartially distributed. Opportunities to work overtime will be made available to properly classified or otherwise qualified employees on the job, within the division, then the department, then the bargaining unit, except in emergencies. Non-bargaining unit personnel overtime shall be used only if all competent, willing, and available bargaining unit employees are engaged, or have refused offered overtime opportunities, except in emergencies.

Overtime lists by division shall be posted by the Department Head in appropriate locations within the department. On these lists, overtime refused shall be accounted as if worked.

SECTION 9: Compensatory Time

An employee may, in advance, request compensatory time off in lieu of overtime pay at the rate of time-and-one-half (1.5) or two (2) times as is appropriate. The employer has sole discretion to grant such a request. Compensatory time may be approved by the department head or immediate supervisor. Compensatory time so granted may be taken at a mutually agreed to time. No employee may "bank" more than twenty-four (24) hours of such compensatory time. Compensatory time so granted can be taken by the employee with a two (2) work day notice to the employer, unless it will create an operational issue.

ARTICLE 14  
HOURS OF WORK

SECTION 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 except for library custodians who shall have a sixty (60) minute meal break.

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 scheduled as the Water Division.

Division continuous operation shall be three (3) shifts:

First (Day) Shift                      7:00 a.m. - 3:00 p.m.

Second Shift                              3:00 p.m. - 11:00 p.m.

Third	11:00 p.m. - 7:00 a.m.
DPW Highway and Garage	7:30 a.m. - 4:00 p.m.
Building and Maintenance	7:00 a.m. – 3:30 p.m.

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.

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.

Flexible Time: Flexible hours may be requested by employees. The Employer has sole discretion to grant or deny such requests.

SECTION 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 operation 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.

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 as an alternative, use volunteers, temporary workers, and any other city employees to perform said work.

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, they shall be paid an equivalent of sixteen (16) hours pay (8 straight and 4 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. After 24 hours, employees shall receive time and on half pay until released.

DPS Garage Mechanics shall be in rotation when the "12 on, 12 off" schedule is in effect.

ARTICLE 15  
CALL-IN PAY

Employees who are called in to perform work or render service outside of their regular working hours shall, for each such occurrence, be paid, at the applicable overtime rate, but in no instance, less than a minimum equal to their compensation for four (4) hours at their regular rate of compensation, exclusive of shift differential. This minimum pay provision shall not apply to any scheduled performed or service rendered immediately before or after the regular scheduled work day/shift of any employee that is continuative to the regular scheduled work day/shift, and shall be without interruption or cessation except for meals.

If the employee works in excess of the minimum four (4) hours call-in, he/she will be paid the overtime rate specified by Articles 11 and 13 for all hours worked.

If the employee is released prior to the guaranteed minimum amount of work time he/she becomes eligible for another call-in.

ARTICLE 16  
(Also see Article 7)  
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance for purposes of this Agreement is a written dispute, claim or complaint involving a question of interpretation or modification of this Agreement as it applies to wages, hours and working conditions and may be filed by either the Union or an employee in the bargaining unit and shall be settled in the following manner:

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall informally take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the date of the cause of the grievance or his/her knowledge of the occurrence. The supervisor may require the attendance of the employee at the discussion if the supervisor so elects, shall attempt to adjust the matter and shall respond to the steward and representative within five (5) work days.

Step 2: If the grievance has not been settled within ten (10) work days after the response of the immediate supervisor is due, the grievance shall be presented in writing to the Department Head or appointing authority involved. The Department Head or appointing authority shall attempt to adjust the matter and shall respond within five (5) work days.

Choice of Remedy: Any grievance claiming a violation of a contract provision will follow steps one, two, and three, and arbitration, if necessary.

Any dispute or grievance involving the demotion, suspension or discharge of a non-tenured Civil Service employee who has completed a six (6) month probationary period (Art. 7 Civil Service) will follow steps one, two, three, and arbitration, if necessary.

Any dispute or grievance involving the demotion, suspension or dispute of a permanent civil service employee will be addressed by the appointing authority and may be appealed to the Civil Service Commission in Boston.

Any concurrent effort to appeal an action of the Employer to the Massachusetts Commission Against Discrimination, Veteran's Preference, Fair Employment, or judicial system will terminate an employee's appeal rights through the grievance procedure.

Step 3: If the grievance has not been settled, it shall be presented in writing to the Mayor within five (5) work days after the response of the Department Head or appointing authority is due. The Mayor may conduct such investigations and hold hearings as deemed advisable. The Mayor shall, in any event, decide the matter five (5) work days of receipt of the written grievance unless the time for decision is extended by agreement with the aggrieved employee and the Union.

Step 4: If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Mayor is due, by written notification to the other, request binding arbitration. The arbitration proceedings shall be conducted and heard by the American Arbitration Association in accordance with their rules. The expenses, if any, for the arbitrator's services and the proceedings shall be equally borne by the Employer and the Union. 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 and shall make copies available without charge to the other party and the arbitrator.

#### ARTICLE 17 UNIFORMS AND PROTECTIVE CLOTHING

If any 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 protective device shall be furnished to the employee by the employer.

Uniforms: 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 this 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 his/her 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. Effective 7/1/19, Reflective hooded sweatshirts shall be covered under this provision.

Safety Vests 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.

Safety Glasses: Safety glasses 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 \$150 per fiscal year. An employee may submit for prescription safety glasses up to once every two (2) 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 his/her 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.

Safety Shoes: The Employer may require all employees who work in a foot-hazard-sensitive job or area, as determined by the Department Head, to purchase and wear safety-toed shoes or safety-toed work boots. To that end, the Employer shall reimburse any employee up to \$300.00 in any fiscal year to the purchase of approved safety shoes that the employee then wears to work.

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 for use in accessible proximity to any such facility.

Electronic equipment: Department issued electronic devices are required to be kept on the employee at all times. Devices may include but are not limited to: radios, pagers, cell phones, etc. If the particular device causes a safety hazard for the employee while performing a specific duty, the employee may temporarily remove said device during the time in which they are performing such work.

## ARTICLE 18 MISCELLANEOUS PROVISIONS

### SECTION 1: Bulletin Board

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory material on such bulletin boards.

### SECTION 2: Access to Premises

The Employer agrees to permit representatives of the Teamsters Local 404 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that their do not interfere with the performance of duties assigned to the employees.

### SECTION 3: Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to collect union dues and initiate fees and assessments (if these funds are not collected through payroll deductions); post Union notices; distribute Union literature; solicit Union membership during other employee's non-working time; transmit communications

authorized by the local Union or its officers to the Employer, his/her representative, local Union officers, or other Union representative concerning the enforcement of any provision of this Agreement. Up to two (2) members of the bargaining unit will be allowed to attend negotiation meetings with pay during working hours.

The Employer agrees that upon receipt of a request from an individual member of the bargaining unit, the Employer will allow such member an appropriate amount of time to conduct official and reasonable union business as specified in the request. Such request must be submitted in writing to the employee's Department Head or the Department Head's designee at least two (2) calendar days in advance. In the case of an emergency or time constraint, an oral request may be made to the Department Head or the Department Head's designee as soon as the emergency becomes apparent.

SECTION 4: Staffing Levels. The Employer shall always schedule at least two (2) employees on a regular second or third shift in the Maintenance Garage or the Public Works Department. This shall not, however, effect situations in which staffing falls below two (2) due to the unforeseen absence of an employee who was scheduled to work due to sick leave, failure to report, bereavement, or similar cause.

SECTION 5: C.D.L. or Hydraulic License: The City will pay for the renewal cost of an employee's C.D.L. or Hydraulic License, as required by the employees' position. Reimbursements for renewals are not available during the first six (6) months of employment for new employees. If the employee continues after six (6) months of employment, the employee will be paid for renewals incurred during that six (6) months.

SECTION 6: DOT physicals. DOT physicals are to be conducted through the City's medical provider(s), and the City will cover costs for said examination. No employee shall be reimbursed for using their own DOT provider.

#### ARTICLE 19 SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court or competent jurisdiction or in violation of State Law, such decision shall apply only to the specific Article, Section or portion thereof specified in the Court's decision, and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

#### ARTICLE 20 PAST PRACTICE

Any benefit, privilege or working condition existing prior to this Agreement, not specifically covered by this Agreement, shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying, or changing such benefits, privilege or working condition, it shall be subject to negotiation between the parties.

ARTICLE 21  
(RESERVED)

ARTICLE 22  
BUILDING TRADES PROMOTIONAL TRAINING PROGRAMS

The parties agree to coordinate in establishing an in-service apprenticeship training program approved by the Department of Labor and Industries, Commonwealth of Massachusetts, to improve the present capabilities of qualified employees for possible advancement with the trades. The Union shall designate a committee of four (4) Maintenance Department employees to act in an advisory capacity to the Director of the Department. The Director of the Maintenance Department shall have the sole responsibility and authority for the implementation and supervision of such apprenticeship program.

Apprenticeships: The Building Maintenance department may hire one apprenticeship position for each of the trades. The candidate of such position must be a graduate of a Massachusetts Certificate Vocational program (i.e. Taconic High School, McCann Technical School) in the job they are being hired for and must obtain a license (if applicable) within 18 months of their hire date.

ARTICLE 23  
LONGEVITY

SECTION 1

Longevity increments shall be compensable in accordance with the schedule below. Bargaining unit members hired on or after July 1, 2019 shall not be entitled to compensation under this article.

<u>Years of Service</u>	<u>Amount Per Week</u>
5-15	\$3.00
15-20	\$6.00
20 or more	\$8.00

In determining whether or not an employee is entitled to additional compensation, the employee's city seniority date shall consist of the same amount of creditable service of the Pittsfield Retirement Board, exclusive of any non-City employment. Determination of seniority under this paragraph shall in no way affect an employee's Civil Service seniority date, which date shall be determined in accordance with the appropriate sections of M.G.L. Chapter 31. Further, an employee who voluntarily accepts a transfer or move from one City department to another shall not retain such seniority for the purposes of shift bidding, vacation priority, etc. except that after a period of three (3) years in the new department, the employee's seniority date shall be restored to that date established before the transfer was affected.



ARTICLE 24  
TOOL ALLOWANCE

The Employer shall reimburse up to \$350.00 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. Maintenance Garage Mechanics shall be reimbursed up to \$600.00 per fiscal year, and the Parks Craftsperson 1 shall be reimbursed up to \$500.00 per fiscal year. No proof of lost or damaged tools shall be required of any employee. Library Custodians shall receive tools purchased by the Employer.

ARTICLE 25  
LIFE INSURANCE

The Employer will pay fifty (50) percent of the monthly premium of its employee's group life insurance policy which is presently at face value of \$10,000.

ARTICLE 26  
HEALTH INSURANCE

The health insurance memorandum of agreement with the Public Employee Committee (PEC) is attached to this contract.

ARTICLE 27  
WAGES

SECTION 1: Pay Increases and Differentials

Effective with the third complete pay period following the signing of the contract by all parties and the appropriation of funds as may be necessary to support any pay increases provided herein, wage adjustments shall take place as follows:

- July 1, 2019 – June 30, 2020                      **2.00%**
- July 1, 2020 – June 30, 2021                      **1.50%**
- July 1, 2021 – June 30, 2022                      **1.50%**

Salary schedule increase to ten (10) steps effective 07/01/2016.

Wage adjustments shall be made retroactive from the date of signing of the contract, contingent upon the appropriation of funds required for contract implementation by the Pittsfield City Council, for any unit employee who is on the work rolls of the employer on such date.

**Salary schedule may be found as Appendix A.**

New Hires: Newly hired employees may not be placed at any step higher than a step 3 in the given pay grade.

Upgrades: Unit employees receiving upgrades shall enter the new grade step for step, but at no lower wage than is being paid on the date of upgrade. All grades shall be adjusted by the overall percent

increase indicated in Section 1 of this Article before upgrading. Grade adjustments are not retroactive. Advancement within a unit employee's new grade will be as of the anniversary date of the upgrade. No additional compensation will be paid to any employee for use of a jackhammer.

Shift Differential: Employees regularly scheduled to work a second or third shift shall be paid an additional ten (10%) percent for work performed.

Advancement within Compensation Schedule: Step increases for unit employees shall be payable beginning with the first day of the pay period following an employee's position appointment anniversary date, except when an employee makes a lateral move within the unit at the same or less rate of pay, then the step increases shall be payable based on the original appointment date of the previous position. Notwithstanding the advancement schedule in Chapter 16 of the City Code, unit employees shall advance one step for each twelve (12) months of service in a position until the employee reaches the maximum rate of pay in the position compensation schedule, provided, however, that the service of the employee in the position has been satisfactory.

Rate of pay on promotion/new position: When an employee is promoted to a new position, their entrance rate in the new compensation schedule shall be at a point that will guarantee an increase of two steps over their previous hourly rate. Such entrance rate may be higher than two steps over the previous rate, provided:

- That compensation at such higher rate is recommended in writing by the appropriate manager and approved by Human Resources;
- That any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the minimum qualifications specified; and
- That an appropriation sufficient to pay such higher rate has been made.

The City agrees to maintain a differential of fifteen (15) cents per hour between all classes represented by the union under this agreement.

### SECTION 3: Payment of Wages

The salaries and wages of employees are currently paid every two (2) weeks on Friday. In any event, all salaries and wages due shall be given to unit employees, by direct deposit notification, by 12:00 noon on the appropriate pay day.

SECTION 4: Employees working on 2<sup>nd</sup> and 3<sup>rd</sup> shift in a continuous operation position shall have their shift differential included on their vacation pay, holiday pay, sick and personal time pay.

SECTION 5: Employees that need to attend classes for contact hours to maintain their licenses, with the advances approval of their supervisor, will be released from work with pay to attend classes. The employee will not be paid for anytime relating to the courses outside of their regular workday. The Employer will also pay for the cost of the classes.

For those employees who attend classes at night or on-line the employees will be paid for the cost of the classes, but will not receive any additional pay for this time.

For those employees who request, in advance and obtain a D-3 Water Distribution License, the Employer will release the employee with pay to attend classes (as provided above), as well as the cost of the classes. In addition the employer will pay the initial fee for the license.

SECTION 6: Public Utilities – Licensing and upgrades:

- \$500 bonus for employees who take the certification exam for a license upgrade and pass. No bonus for renewals or for those who fail the exam. The following license upgrades will be deemed eligible for the bonus:
  - Wastewater Grades 4 & 6 Operator License
  - Water Treatment & Distribution Grade 3 License
- City agrees to pay for costs associated with first and last certification exam(s). Exams taken in between will be on the employee.
- If an employee receives a grade 6 or grade 3 licenses, they will automatically be promoted as a HTPO and will embody all said responsibilities with the HTPO position.
- Salary table:
  - Wastewater grade 4 TPO employees - grade 26
  - Wastewater grade 6 HTPO employees - grade 31
  - Water department grade 3 distribution TPO employees - grade 31

Float position to remain until further notice.

ARTICLE 28  
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 for work in a higher class or position, such employee shall receive the entrance rate of that class or one step above his/her present rate, whichever is higher, while so assigned. An employee may be temporarily assigned to work any position in the same or lower class grade without change in pay.

AAR wages shall go to the most senior qualified employee within the department/division, for those that are already working.

ARTICLE 29  
SAFETY AND SAFETY COMMITTEE

There shall be established a Safety Committee comprised of the following, which committee shall function through the life of the Agreement:

- City Safety Officer, who may be a Department Head or Director of Personnel
- President of Teamsters 404 or Designee

- Three (3) other members appointed by the Union Commissioner of Public Works/Utilities or his designee Director of Maintenance or his/her designee

The authority of this committee as a whole shall be the following:

Members shall bring to the Committee safety violations. The Committee shall make recommendations for remedial action in regard to specific violations to the Mayor and the Department Head concerned. Upon approval by the Mayor, any remedial action requiring unbudgeted expenditures shall be subject to appropriation by the City Council, and such request for appropriation shall be submitted as soon as practical.

ARTICLE 30  
EDUCATIONAL TUITION ALLOWANCE

Educational Tuition: The Employer shall reimburse each employee up to \$125.00 per year toward the cost of approved job related courses or seminars. Prior approval must be obtained from the appropriate Department Head.

Operator and Professional Licenses: The Employer shall pay for the renewal of professional license as required as a condition of employment, but only the difference between a Class D Driver's license and the required Class A, B, or C Commercial Driver's License (CDL), or in the case of a professional license having several grades, only the cost of a license of the required grade. The Employer agrees to reimburse each employee the cost associated to renew their Hydraulic License(s) as required by their job description.

Reimbursements for renewals are not available during the first six (6) months of employment for new employees. If the employee continues after six (6) months of employment, the employee will be paid for renewals incurred during that six (6) months.

ARTICLE 31  
COPIES OF CONTRACT

The Employer shall make this contract and any relevant appendices available online for employees to access at their own discretion.

ARTICLE 32  
DURATION OF CONTRACT

This agreement shall go into effect July 1, 2019 and remain in effect to and including midnight, June 30, 2022. Should neither party hereto send a notice as described above prior to the termination of this Agreement, this Agreement shall be considered to have been automatically extended for one (1) additional year. During the course of any negotiations or proposed amendments, the terms of this Agreement shall remain in full force and effect.

ARTICLE 33  
LABOR MANAGEMENT COMMITTEE

The Union shall designate standing committee of three (3) employees whose rates and conditions of employment are covered by this Agreement. This committee shall meet with the Mayor, or the Mayor's designated representative, from time to time at the request of either party. Such meetings shall be held at the convenience of both parties, and if possible, within ten (10) days from the date upon which the meeting was requested.

ARTICLE 34  
CONDITIONS OF EMPLOYMENT

Standby Duty and Payment. No unit employee shall be required to be on "standby" duty unless such duty is required by virtue of the position which the employees has chosen to occupy, and, as such, is included in the official job description for the position. Any unit employee who is required to carry and respond to a beeper as a result of being "on call" or on "standby" duty shall be paid two (2) hours of straight time for each day that the employee is required to carry and respond to a beeper.

Cell Phone: Water distribution employees who are on call shall be issued a shared cell phone by the employer to be used while on-call.

Uniforms. In accordance with Article 17, the wearing of uniforms and protective clothing shall be considered a condition of employment.

ARTICLE 35  
LIGHT DUTY

Employees who are unable to perform their regular jobs due to medical disability, but who can perform "light duty" in the opinion of the City Physician or other medical authority may be assigned to any tasks within their capabilities, including assignments to other Employer departments where appropriate.

ARTICLE 36  
DRUG AND ALCOHOL FREE WORKPLACE

The Employer, its employees and the public are entitled to a drug and alcohol free workplace. The Employer has an established policy prohibiting unlawful possession, distribution, and use of controlled substances and/or alcohol at work. The Union and Employer agree that although violation of this prohibition is a subject for disciplinary action, the focus in such matters, when practical, shall be rehabilitative and not punitive. To this end, the parties support and encourage the continued utilization of the Employee Assistance Program. The Employer will continue to allow use of personal sick leave for authorized treatment and rehabilitation. The parties acknowledge the need for strict confidentiality for employees who are in treatment and recovery, and affirm that breaches of such confidentiality by supervisors or co-workers is a disciplinary matter. Just as safety is the concern of all, so too is curbing drug and alcohol abuse. Employees are advised to protect themselves from the dangers of abuse. Employees should not be required to co-work with people under the influence, and may refuse such assignment. It is the Employer's responsibility to enforce the prohibition against drugs and alcohol

through counseling and discipline. It is everyone's responsibility to support a drug and alcohol free work place. It is the responsibility of the abuser to seek assistance.

ARTICLE 37  
SEXUAL HARASSMENT

The Employer and Teamsters Local 404, endorses the principle that all employees have the right to work in an environment free from verbal or physical harassment. The Employer does not condone sexual harassment, which by law is defined as:

*“Unwelcome sexual advances or other verbal or physical conduct of a sexual nature when submission to such conduct to made, either explicitly or implicitly, a term or condition of employment or a basis for any employment decision, or such conduct creates an intimidating, hostile, or offensive work environment.”*

Neither the Employer nor the Union will condone such conduct and appropriate disciplinary action will be taken against anyone engaging in such conduct. Sexual harassment is a serious offense and disciplinary action may be taken up to and including termination.

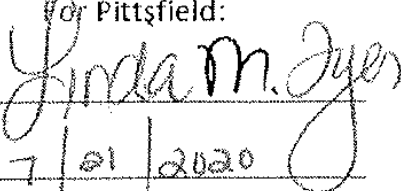
The Employer shall ensure that all employees are made aware of and understand this policy. All employees will be held responsible and accountable for avoiding or eliminating this prohibited conduct.

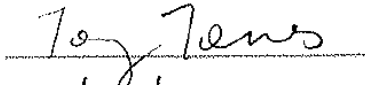
It is the policy of the Employer to treat all complaints of sexual harassment with respect and confidentiality, and with a high regard for the personal privacy of all concerned parties.

Any complaints of sexual harassment, or questions regarding this policy, should be directed to the Director of Personnel in the Employer's Personnel Department. The Director of Personnel will investigate such complaints for the Employer and recommend appropriate action to resolve a complaint. Notices stating this policy, along with who should be contacted, will be posted on all employee bulletin boards and in a conspicuous location in all Employer departments.

ARTICLE 38  
COMPREHENSION CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by laws in the areas of collective bargaining, and that the understandings and agreement arrived at by the parties at the exercise of that right and opportunity are set forth in this Agreement.

For Pittsfield:  
  
\_\_\_\_\_  
7/21/2020  
Date

For Teamsters #404:  
  
\_\_\_\_\_  
7/23/2020  
Date