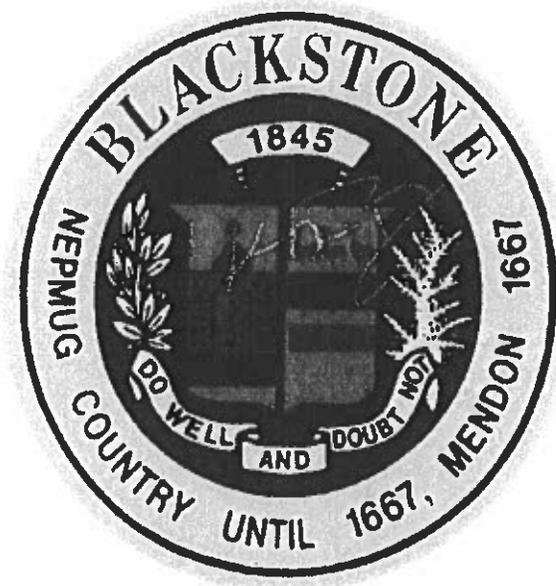


**CONTRACT BETWEEN THE TOWN OF
BLACKSTONE**

AND

**BLACKSTONE PROFESSIONAL
FIREFIGHTERS-EMS ASSOCIATION**



**July 1, 2021
Through
June 30, 2024**

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BLACKSTONE PROFESSIONAL FIRE FIGHTER-EMS ASSOCIATION

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A G R E E M E N T
B E T W E E N
T H E
T O W N O F B L A C K S T O N E
A N D T H E
B L A C K S T O N E - P R O F E S S I O N A L F I R E F I G H T E R E M S A S S O C I A T I O N

PREAMBLE

This Agreement, made and entered into at Blackstone, Massachusetts, pursuant to the provisions of General Laws by and between the Town of Blackstone, hereinafter referred to as "Town" or "Municipal Employer" or "Employer," and the Blackstone Fire Fighter- EMS Association, hereinafter referred to as the "Union" or "Association."

It is acknowledged by both parties to this Agreement of the intent and purpose to reach an amicable understanding with respect to the employer-employee relationship that exists between them and to enter into an Agreement covering wages, hours, and other conditions of employment.

The parties further acknowledge that this Agreement is the result of the right and opportunity afforded to each of the parties to make demands and proposals with respect to the subject of wages, hours, and other conditions of employment and that neither party shall be compelled to agree to a proposal or to make a concession.

ARTICLE 1

AGREEMENT

Section 1 — Agreement on Behalf of the Association

The Association hereby and herewith covenants, agrees and represents to the Municipal Employer that the Association is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it and its members will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth. The parties agree that in conferences and negotiations, the Association will represent all employees in the bargaining unit.

The Association further agrees that it will inform, advise and instruct all association representatives and all employees covered by this Agreement as to the rights, duties and obligations hereunder of both parties to this Agreement.

Section 2— Agreement on Behalf of the Municipal Employer

The Municipal Employer hereby and herewith covenants, agrees and represents to the Association that it will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as here set forth.

The Municipal Employer further agrees that it will inform, advise and instruct all officers and employees who are or will be responsible for the interpretation, administration, or application of this Agreement as to the rights, duties, and obligations of both parties to this Agreement.

ARTICLE 2

UNIT REPRESENTATION

The Town of Blackstone recognizes the Blackstone Professional Fire Fighter-EMS Association, I.A.F.F., P.F.F.M., as the sole and exclusive bargaining representative for all uniformed full time Fire Fighter-EMTs below the rank of Chief.

I

ARTICLE 3

STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto, provided that any changes in terms of conditions and employment, not covered by a specific provision of this Agreement, may only be changed in accordance with General Laws c. 150E.

Section 2

The failure of the Municipal Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Municipal Employer or of the Association to future performance of any such term or condition, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE 4

SAVINGS CLAUSE

1. If any part or Section of this Agreement or any addenda thereto should be held invalid by any tribunal or final or competent jurisdiction, or if compliance with enforcement of any Part or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Part or Section.
2. All job benefits heretofore permitted by ordinance or law and enjoyed by employees which are not specifically provided for or abridged in this Agreement are

hereby protected subject to the rights of both parties under M.G.L.c. 150E. Subject to the provisions of M.G.L.c.150E section 7, this Agreement shall not be construed to deprive any employee of any benefits or protections granted by the laws of the Commonwealth.

ARTICLE 5

MANAGEMENT RIGHTS

Except to the extent specifically and expressly abridged by this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have, without interference, control, direction, management and supervision of the Blackstone Fire Department. The Employer reserves and retains all powers, authority and prerogatives including, but not necessarily limited to, the right to direct and supervise employees of the Department including the assignment to overtime; the right to hire, promote, transfer, assign employees to positions and shifts within the Department; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the mission of the Department, its budget, its organization, the number of employees to be utilized by the Department, the technology of the Department and its internal security practices, to lay off employees for lack of funds or other legitimate business reasons in accordance with the procedures contained in this Agreement; to determine the types of operations, methods of procedures to be employed, to discontinue procedures or operations; and otherwise to take measures as the Employer may determine to be necessary for orderly and efficient operations.

ARTICLE 6

LEAVE OF ABSENCE FOR ATTENDING ASSOCIATION CONVENTIONS, CONTRACT NEGOTIATIONS AND GRIEVANCE HEARINGS

Except for the emergency needs of the Fire Department, as determined by the Chief, reasonable leave without loss of pay shall be granted for one (1) member of the Union to attend monthly meetings of the Professional Fire Fighters of Massachusetts, the Biannual convention of the PFFM, Contract and Grievance Hearings.

ARTICLE 7

EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees within this bargaining unit regardless of religion, handicap, age, sex, race, color, national origin, or membership or non-membership in the Union.

An employee or employees or the Association acting on his or their behalf claiming violation of this clause may file and pursue a grievance under the grievance arbitration clause set forth in this Agreement.

ARTICLE 8

PAYROLL DEDUCTION

The Town agrees to deduct the Union dues monthly from the pay of Union members who sign a payroll authorization card as provided. Such deductions shall be forwarded to the Union Treasurer or his/her designee along with a list of the employees contributing on or before the fifteenth day of the succeeding month.

ARTICLE 9

AGENCY SERVICE FEE

The Employer shall require as a condition of employment during the life of this collective bargaining agreement that an employee who chooses not to be a member of the Union, make payment of a service fee to the Union commencing on or after the thirtieth (30) day following the beginning of his/her employment or the effective date of this Agreement, whichever is later. Such service fee shall be equivalent of the Union dues or such amount as from time to time may be prescribed by Massachusetts General Laws, Chapter 150E.

The Union agrees to indemnify the Town for damages or costs in complying with this article.

ARTICLE 10

DISTRIBUTION AND POSTING OF ASSOCIATION LITERATURE

The Municipal Employer will provide a reasonable amount of space for posting Association bulletins or notices to its membership. Association representatives may post notices to its membership. Association representatives may post notices and announcements relative to Union business.

Any violation of this section shall entitle the Chief to remove offensive document(s) from the bulletin board.

ARTICLE 11

SICK LEAVE

Bargaining Unit Members shall accrue sick leave at a rate of twelve (12) hours per month and can accumulate up to 1,440 hours. Forty-two (42) hours of accumulated sick leave after 1,344 hours can be bought back annually, provided that the Firefighter—EMT either (1) has not used more than forty-eight (48) hours of sick leave in the preceding year of service, provided that said employee has no other absences during the same fiscal year.

Upon retirement and after twenty (20) years of service as a full time Fire Fighter - EMT with the Town, the employee shall receive fifty percent (50%) of their accumulated sick leave at their regular hourly rate of pay at the said time of retirement, or if retired as a result of a job-related injury.

Unit members shall be allowed to donate accumulated sick leave to a member who has exhausted his/her accumulated time. The Chief may require medical updates.

If an employee intends to use sick leave at the beginning of his assigned shift, he *must* notify the fire chief or his designee by 6:00 am. on that day. If an employee decides to use sick leave at some point after he has begun his shift, the employee must notify the Fire Chief or his designee as soon as possible. Once an employee decides to use sick leave, he must remain off duty for at least six (6) hours and must notify the Fire Chief or his designee at least one hour before returning to work.

A certificate from a doctor may be required by the Fire Chief upon consultation with the Town Administrator on the third consecutive tour of duty in which a sick leave absence for any period of time is used, and if such a certificate is not furnished, the employee will not be entitled to sick leave pay. Additionally, if an employee has more than five (5) total absences on sick leave during any one quarter (7/1-9-30; 10/1-12/31; 1/1-3/31; and 4/1-6/30), he must supply a medical certificate for all additional absences during the next nine (9) months, or he will not be entitled to sick leave pay. Additionally, family sick days will not be subject to the provisions of this paragraph.

ARTICLE 12

PERSONAL LEAVE

The Town will provide each employee with three (3) personal days of twelve (12) hours each.

ARTICLE 13

HOURS OF WORK

Effective July 1, 2016, shifts shall be from 6:30 am. to 6:30 am the following day, seven days per week. Employees will be assigned to a twenty-four (24) hour shift, then be given forty-eight (48) hours off, followed by a twenty-four (24) hour shift and then ninety-six (96) hours off.

ARTICLE 14

OVERTIME

Bargaining Unit members shall have the right of first refusal on all shift vacancies. If none of the Bargaining Unit Members volunteer for a vacancy and if there are no call firefighters available, bargaining unit members may be called in to work to fill shift vacancies in an inverse and rotating order. A firefighter may not work more than thirty-six (36) total hours in any forty-eight-hour period, unless a firefighter is ordered by the Chief or given

express permission by the Chief to work more hours. Notwithstanding the previous three (3) sentences, the Fire Chief has the right at his discretion to cover vacancies during his regularly scheduled eight (8) hour shift without calling in additional firefighters. The Fire Chief shall make every attempt to fill all vacancies, including contacting all call firefighters and all non-scheduled firefighters.

For the purpose of determining overtime the Employer will use the seven (7) day work period in accordance with the Fair Labor Standards Act. Time and one half the regular hourly rate will be paid for all hours worked in a work week beyond the (42) hour regular scheduled hours. In computing hours actually worked, vacation, paid bereavement, personal days, sick days and holidays will be counted.

Bargaining unit employees recalled from an off-duty status to duty status because of an emergency by the officer in charge of the department shall be credited for pay with not less than two (2) hours for such recalled duty

ARTICLE 15

EXTRA DUTY ASSIGNMENTS

Effective July 1, 2021, the detail rate will be \$50.00 per hour and detail rate of 1 ½ on weekends. All assignments to paying fire details shall be made by the Chief or his designee, and such paying details will be assigned based on a rotating seniority list where time refused is counted as time worked. Employees will be paid detail rates as per the schedule in this section. Firefighters will be paid a minimum of four (4) hours per detail for all outside details and will receive time and one half for any details in excess of eight (8) hours. If the non-town revolving account does not have sufficient funds to pay the firefighter, the firefighter will have to wait until payment is received from the outside contractor for the detail that the firefighter worked. Rate of pay for outside private details performed on Sundays and holidays, not including duty for the Town of Blackstone, will be paid at a rate of double time the detail rate with a minimum of four (4) hours per detail. Any firefighter who is required to work more than four (4) consecutive hours on a specific private outside detail will be paid for a minimum of eight (8) hours at the private outside detail rate for that detail. Any details in excess of eight (8) consecutive hours shall be paid at a rate of 1-1/2 times the hourly rate. Additionally, firefighters may not work outside details while on a paid day off (sick, vacation, personal, holiday, etc.). If the Fire Chief believes that there is a pattern of a firefighter calling in sick for his/her regular shift after or before working an outside detail, the Fire Chief at his discretion may deny said firefighter further outside details. The Fire Chief agrees to review such a decision after three (3) months.

Members may, if they so choose, donate their time for community projects or initiatives.

ARTICLE 16

COURT OVERTIME

Bargaining Unit Members required to appear in Court due to the performance of their Duties shall be compensated at time-and-one-half their hourly rate, if such court appearance results in the Unit Member working more than forty hours during that work week.

ARTICLE 17

FUNERAL LEAVE

In the event of the death of the father, mother, spouse, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law of an employee he/she will be granted leave with pay for the period of three (3) consecutive calendar days, which equals pay in the amount of one (1) working day. Such leave shall not be charged to vacation leave. Twenty-four (24) hours will be granted to attend the funeral of one's grandparents, aunt or uncle.

ARTICLE 18

WAIVER OF BARGAINING RIGHTS

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any collective bargaining subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or subject matter raised in the course of bargaining for this Agreement.

ARTICLE 19

RESIDENCY

Bargaining Unit Employees shall be allowed to reside within a fifteen (15) mile radius of the Town. The distance shall be determined by the measuring the nearest town border to border, within those communities. Example: an employee lives in Charlton; the distance will be measured from the closest border in Charlton to the closes border in Blackstone- border of Charlton to Border of Blackstone.

ARTICLE 20

DURATION

This Agreement shall take effect to July 1, 2021, and shall remain in effect through June 30, 2024, and shall continue in effect after July 1, 2024 from year to year, unless notice of cancellation or change is served by either party to the other in writing at least thirty (30) days prior to June 30, 2024, or ninety (90) days prior to June 30th of any continued year.

When notice of change is given, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect.

ARTICLE 21

WAGES

Effective July 1, 2021 2 %	0-1	2-3	OVER 2
DEPUTY CHIEF	\$ 24.69	\$26.75	\$29.02
CAPTAIN	\$ 24.62	\$26.68	\$28.95
FIRE- LIEUTENANT	\$ 24.54	\$ 26.61	\$ 28.85
FIREFIGHTER	\$23.04	\$25.05	\$ 27.23

Effective July 1, 2022 2 ½ %	0-1	2-3	OVER 2
DEPUTY CHIEF	\$26.31	\$28.42	\$30.74
CAPTAIN	\$ 26.24	\$ 28.35	\$ 30.67
FIRE- LIEUTENANT	\$ 26.15	\$ 28.27	\$ 30.57
FIREFIGHTER	\$ 23.62	\$ 25.67	\$ 27.91

Effective July 1, 2023 2½ %	0-1	2-3	OVER 2
DEPUTY CHIEF	\$ 27.44	\$ 29.61	\$ 31.99
CAPTAIN	\$ 27.37	\$ 29.53	\$ 31.91
FIRE- LIEUTENANT	\$ 27.28	\$ 29.45	\$ 31.81
FIREFIGHTER	\$ 24.21	\$ 26.31	\$ 28.61

The above salary schedule reflects a 2% increase from July 1, 2021, to June 30, 2022. A 2.5% increase from July 1, 2022, to June 30, 2023, and for the same time frame a \$1.00 an hour increase in the Fire Officer rate. (Lieutenant, Captain and Deputy Chief). A 2.5% increase from July 1, 2023, to June 30, 2024 and a \$1.50 increase in fire Officer rate (Fire Lieutenant, Captain and Deputy Chief and) -bringing additional hourly increase to \$1.50 vs. \$1.00. The total increase for three years is 7%.

ARTICLE 22

CLOTHING & PROTECTIVE EQUIPMENT

The Town shall pay each employee \$250 per year for cleaning and maintenance of clothing and uniforms and no more than \$1450.00 for uniform purchase expenses per year to include class B uniform shirts, pants, shoes, t-shirts, sweatshirts and duty belt. Vouchers for uniform purchases will be turned into the Fire Chief for reimbursement. Any allowance left over will be paid to the employee in the last pay period in June.

The Fire Chief reserves the right to ensure that all uniforms are in clean and proper condition in consideration for the annual stipend.

The Town at its own expense shall supply to all employees a helmet, turnout coat, bunker pants with suspenders, boots, gloves, hood, flashlight, fitted SCBA mask, brush coat, brush gloves, brush goggles, EMS coat, portable radio and any other related equipment. All equipment shall meet NFPA and OSHA compliance. All equipment will be returned to the Town upon termination of employment with the Town.

ARTICLE 23

VACATION LEAVE

a. For one (1) year of service but less than five (5) years of service, as of his/her anniversary date, two (2) weeks vacation with pay. One (1) week may be taken after a six (6) month period.

b. For five (5) years of service but less than eleven (11) years of service, three (3) weeks vacation with pay.

c. A day's vacation with pay will be added after ten (10) years of service for every year to follow up to twenty-five (25) years of service for a maximum of thirty (30) days' vacation. A day's vacation, for accrual beyond three (3) weeks shall be defined as twelve (12) hours.

d. Vacations can be taken in blocks of one week. One week shall be defined as Sunday, 7:00 am. to the following Sunday, 7:00 a.m. or if approved employees may take vacations by the hour.

e. The Fire Chief must approve all vacations. All vacations of more than one (1) day must be requested at least three (3) weeks in advance and must not be unreasonably denied by the Fire Chief. Vacations will be granted by seniority and can only be canceled by the employee unless there exists an emergency serious enough to preempt an authorized absence. Final vacation schedules will be posted two (2) weeks in advance. Vacation requests for less than one (1) week must be requested at least three (3) calendar days in advance and must not be unreasonably denied. The three (3) week requirement may be waived with the permission of the Fire Chief, if there is no conflict with other bargaining unit members' vacations that have previously been scheduled.

ARTICLE 24

HOLIDAYS

The following days shall be considered as a paid holiday at time-and one-half when actually worked. All employees will receive twelve (12) hours regular pay on the holidays signified with an *.

New Year's Day*

Martin Luther King Day*

Presidents Day*

Patriots Day*

Good Friday

Memorial Day*

Independence Day*

Labor Day*

Columbus Day*

Veterans Day*

Thanksgiving Day*

Day After Thanksgiving*

December 24 (from 11 am)

Christmas*

December 31 (from 11 am)

and any other day that may be declared a holiday by the Town of Blackstone.

Members in this agreement may accrue and retain no more than One Hundred Eight (108) hours of compensatory time(comp-time). Each member shall receive Twelve (12) hours of comp-time or 12 hours of pay. Any employee who reaches the 108 hours in his or her

ARTICLE 26

GRIEVANCE PROCEDURE

1. Complaints between one (1) or more employees and the Municipal Employer, or the Union and the Municipal Employer concerning the interpretation or application of the contract will be subject to the following procedure for resolution:

A. Steps

- I. No later than fifteen (15) days from the occurrence of facts giving rise to the grievance or, of the gaining of knowledge of such facts by the effected employee(s), whichever period is later, the Union can present the matter orally or in writing to the Chief of Department. The Chief shall meet with the Union representative within five (5) days of receipt of the grievance to discuss the matter. The Chief shall in writing respond to the Union within ten (10) days.
2. If the Union is not satisfied with the response of the Chief, the Union within ten (10) days of receipt of the Chief's written response, can submit the matter in writing to the Town Administrator or his designee who will meet with the Union within ten (10) days of the initial presentation and will respond, in writing, providing reasons for his disposition of the matter, within ten (10) days of the meeting with the Union.
3. If the Union is not satisfied with the response of the Town Administrator or his designee, the Union can then submit the matter to arbitration by so notifying the Town Administrator in writing, no more than thirty (30) days after receipt of the Town Administrator's or designee's written response. Upon such notification, the Union and the Municipal Employer shall attempt to agree upon the identity of an arbitrator to hear and determine the dispute. If the parties cannot select an arbitrator within ten (10) days of the submission notice, the Union can petition the American Arbitration Association for the selection of an arbitrator in accordance with its rules. Regardless of the procedure utilized for the selection of an arbitrator, the arbitration shall be conducted according to the voluntary labor arbitration rules of the American Arbitration Association. The Union may use The State Board of Conciliation and Arbitration if both the Union and Municipal Employer agree. If either the Union or Municipal Employer cannot agree on an arbitrator, the default arbitrator will be American Arbitration Association.
4. Any joint settlement of the matter and any award of the arbitrator shall be final and binding upon the Union and the Municipal Employer. An arbitrator shall be without power to render a decision that amends, adds to, subtracts from, or modifies the terms of this Agreement. The Union and the Municipal Employer will share the cost of the arbitration proceedings; however, they each will bear the full cost of their own representative.

5. The foregoing time limits can be extended by agreement of the Union and of the Municipal Employer. When the time limits specified herein are not complied with by the employee and/or the Union, the matter shall be deemed waived and not entitled to further consideration unless an extension is given by mutual agreement. If the Employer does not comply with the time limits specified herein, unless an extension is given by mutual agreement, it shall be considered a denial of the grievance, and the Union shall proceed to the next appropriate step in the grievance procedure. In connection with the investigation of any grievance, the Union will be given access to an employee's personnel records upon presentation of the signature of the employee whose records are sought to be reviewed. A separate request and signature must be provided with each request for access to the employee's records. The employee's signature must be verified by one of the following methods: notarization, Chief verifying his signature, or by telephone call from a Chief's office representative to the employee requesting verbal confirmation of the signature.
6. In connection with any investigation interview that can, on the basis of objective evidence, reasonably be anticipated to lead to the discipline of the interviewee, the interviewee will be afforded Union representation in accordance with applicable statutory and case law. No member shall be discharged or disciplined except for Just Cause.

B. LABOR MANAGEMENT COMMITTEE

The Town and the Union agree to form a Labor-Management Committee consisting of the Chief of the Fire Department, the Town Administrator, two members of the Union and a person selected by both Labor and Management.

The Committee shall be a forum for discussions of mutual concern. It shall not be construed as a step in a grievance procedure or an alternative to it. Discussions of any matter before it shall not preclude either party from use of the Grievance Procedure.

ARTICLE 27

PERSONNEL FILES

The Employee's personnel file shall remain confidential between the member and the employer. Only persons given permission by the employee may view a personnel file. Members shall upon reasonable notice be able to view and copy their own file.

ARTICLE 28

HEALTH INSURANCE

The Town shall pay seventy-five (75) per cent and the employees shall pay twenty-five (25) per cent of the health insurance plan for employees hired prior to July 1, 2011.

The Town shall pay seventy (70) per cent and the employee thirty (30) per cent for employees hired after July 1, 2011, to June 30, 2013.

Effective July 1, 2013, the Town shall pay sixty-five (65) per cent and the employees shall pay thirty-five (35) per cent for all new employees hired after July 1, 2013.

The Town shall make available to each employee proper vaccination against Hepatitis B. The town will also, on an annual basis, provide Tuberculosis testing as requested.

ARTICLE 29

ANNUAL STIPENDS FOR PARAMEDICS / INTERMEDIATES/CARDIAC

Paramedic Stipend \$5,700.00
Intermediate/Cardiac \$2,100.00

The stipends are not cumulative and will be paid after the completion of the fiscal year. To qualify you must be a Massachusetts Paramedic.

When two or more members below the rank of Lieutenant work together the **senior person** will be entitled to out of grade pay at \$1.00 per hour.

The Town agrees to pay for all licenses and certification costs related to becoming and maintaining the EMT levels, to include refresher and continuing education training as mandated by law and as per the Employee Handbook of the Town of Blackstone

ARTICLE 30

- A. All employees shall be considered probationary during their first twelve (12) months of employment. Probationary employees may be disciplined with or without cause and such discipline shall not be subject to the grievance and arbitration provisions of the contract.

- B. All members currently covered under this agreement will be mandated to become a paramedic within two (2) years of hire.

ARTICLE 31

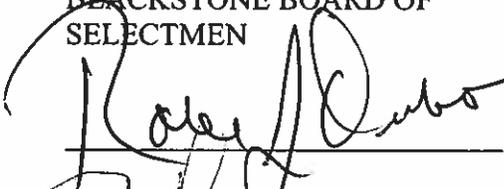
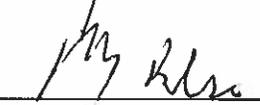
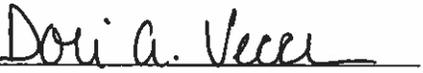
PARENTAL LEAVE

Full-time employees are eligible for up to 8 weeks of Parental Leave pursuant to MGL Ch. 149, Section 105D for the birth or adoption of a child under age 18, 23 if the individual is physically or mentally impaired. The leave shall be unpaid, the employee may use concurrently with leave accrued paid sick, vacation or personal time as provided in Section 105D.

IN WITNESS WHEREOF, this agreement is executed as a sealed instrument this _____ day, _____ 2021.

FOR THE TOWN OF
BLACKSTONE
BLACKSTONE BOARD OF
SELECTMEN

PROFESSIONAL FIREFIGHTER-EMS
ASSOCIATION

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
 _____	
 _____	

Town Administrator