

AGREEMENT  
BETWEEN THE  
TOWN OF BLACKSTONE  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, COUNCIL NO. 93, LOCAL NO. 1709B

This Agreement entered into by the Town of Blackstone, hereinafter referred to as the Employer, and local #1709B State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, 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 for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

**ARTICLE 1: RECOGNITION**

**SECTION A**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the following employees described as follows: Secretary/Public Safety Dispatcher(s).

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 with respect to the employees covered by this Agreement.

**SECTION B - Management Rights**

Unless an express specific provision of this Agreement clearly provides otherwise, the Town, acting through its Chief Executive officers or other duly authorized officials, retain all the rights and prerogatives it had prior to the signing of this Agreement by law to manage and control the performance of the above-described positions in Section A.

By way of the example, but not limitation, management retains the following right to:

1. Determine mission, budget and policies.
2. Determine the organization of its department, the number of employees, the work functions, and the technology of performing them.

3. Determine the numbers, type and grades or position of employees assigned to an organizational unit, work project, tour of duty, or to any location, task, vehicle or building.
4. Determine the methods, means and personnel by which its operations are to be carried on.
5. Manage and direct employees.
6. Determine whether work will be performed by personnel not covered by this Agreement, or outside contractor, whether or not such work was formerly performed by bargaining unit personnel.
7. Maintain and improve orderly procedures and efficiency of operation.
8. Hire, promote, transfer and assign employees; or discipline or discharge employees for just cause.
9. Determine the equipment to be used.
10. Establish qualifications for ability to perform work in classes and/or ratings.
11. Take whatever actions may be necessary to carry out its responsibilities in emergency situations.
12. Determine the policies affecting the hiring, promotion and retention of employees.
13. Transfer, temporarily reassign, or detail employees to other shifts or duties.
14. Lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical.

To the extent that there may be a conflict between this Agreement and paragraphs 12, 13 and 14 above, the specific provisions of this contract shall prevail.

Except as expressly provided in this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of various departments shall be final and binding and shall not be the subject of the grievance provisions of the Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects whether or not included in this Agreement. Accordingly, as to any such matter over which the Agreement is silent, the Town retains the right to make changes unilaterally without prior consultation or negotiation with the Union. In the event of such change, the Town will endeavor where practical, to give the Union advance notice of such changes.

## **SECTION C**

The Town retains the right to establish such rules and regulations as it may deem necessary for the operation of all departments whose employees are covered by this Agreement; and, where relevant, any rules and regulations that may be necessary to govern and control provision of services by any such department to the Town and its residents, provided that such rules and regulations shall not violate the terms of this Agreement.

### **ARTICLE 2: DISCRIMINATION AND COERCION**

There shall be no discrimination by the Department Heads or other agent of the Employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.

### **ARTICLE 3: GRIEVANCE AND ARBITRATION PROCEDURE**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances (as such term hereinafter defined) which, from time to time, may arise. The Employer and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

For the purpose of this contract, a grievance is hereby defined to be a question, problem or disagreement concerning, (1) the interpretation or application of any provision of this contract with the respect to the wages, hours of working conditions of any employee or employees covered by this contract; or (2) any disciplinary treatment of an employee which is claimed to be unfair, unjust or discriminatory.

A matter which is not specifically covered by any provision of this contract or which is reserved to the discretion of the Employer by the terms of this contract may not be the subject of a grievance under this contract.

STEP 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance in writing with the Department Head within ten (10) consecutive working days of the date of grievance. The Department Head shall meet and attempt to adjust the matter and shall respond to the Steward, in writing, within ten (10) consecutive working days.

STEP 2. If the grievance has not been settled with the Department Head, it shall be presented in writing to the Town Administrator within ten (10) consecutive working days of the denial to attempt to adjust and resolve the matter.

STEP 3. If the grievance has not been settled by the Town Administrator, then it shall be presented in writing to the Board of Selectmen within ten (10) consecutive working days after the Department Head and/or Chairman of the appropriate Board's response is due. The Board of Selectmen shall meet and respond to the Steward in writing within ten (10) consecutive working days.

STEP 4. If the grievance has not been settled and if the grievance involves an interpretation or application of any provisions of this contract with respect to the wages, hours, or working conditions of any employee or employees covered by this contract, the Union may, within twenty (20) consecutive working days after the reply of the Board of Selectmen is due, by written notice to the Employer, present the grievance to arbitration.

In the event that a grievance is presented for arbitration in accordance with Step 4, the arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations.

The decision of the arbitrator, within the scope of his jurisdiction, shall be final and binding on the parties. The arbitrator shall not have authority to alter, modify or amend this contract.

The arbitrator shall have the power to restore an employee to his job with all compensation and privileges that would have been due said employee.

The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the presentation of briefs.

The expense of arbitration, if any, shall be shared equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and the requesting party shall pay for the preparation of the record and make one copy available without charge to the other party and one copy available without charge to the arbitrator.

Except for grievances presented for arbitration as provided in Step 4, the decision of the Employer shall be final and binding upon the Union and the aggrieved employee.

A grievance shall be deemed to have been waived if the action required to present it at each level in the procedure shall not have been taken within the time specified therefor.

#### **ARTICLE 4: SENIORITY**

The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee.

Promotions and transfers within the bargaining unit will be determined by qualifications and abilities for the specific vacant position, as determined by the Town Administrator and the Board

of Selectmen. If qualifications are determined to be equal, seniority will govern and control in making the selection. Seniority shall govern and control in cases of decrease or increase in the working force as well as preference in assignment to shift work and choice of vacation period.

#### **ARTICLE 5: HOURS OF WORK**

Unless changed in accordance with the procedures set forth in this Article, the normal work day for the Police Dispatcher shall consist of eight (8) consecutive hours. The normal work day shall be from 4:00 p.m. to 12:00 a.m. for the second shift including a one-half (1/2) hour paid meal period to be taken at the Police Department; and 12:00 a.m. to 8:00 a.m. for the third shift including a one-half (1/2) hour paid meal period to be taken at the Police Department and 8:00 a.m. to 4:00 p.m. for the first shift including a one half (1/2) hour meal period to be taken at the Police Department.

Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless management has consulted with the Union and provided a minimum of thirty (30) days notice of the change.

All shifts will be assigned at least two (2) weeks in advance, and will not be changed without the permission of the Lieutenant or Police Chief.

The yearly shift bid option will be based on seniority and will take place on January 1<sup>st</sup> of each year.

Dispatchers shall be allowed to swap a shift between two dispatchers during the same pay period if both agree.

#### **ARTICLE 6: OVERTIME**

The Secretary/Public Safety Dispatchers covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times the regular rate of pay for work in excess of eight (8) hours a day or forty (40) hours in one (1) week. Shift differentials and longevity will be computed into the overtime rate for all of the time that is defined as overtime under the Fair Labor Standards Act.

Any employee having been called back to work on the same day after having completed his assigned work and left his place of employment and before his next scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. The employee will be guaranteed a minimum of four (4) hours pay at time and one-half.

Overtime shall be equally and impartially distributed, by Department Heads where feasible, and subject to available funding and the approval of the Town Administrator, among qualified personnel and shall be computed every six (6) months by the Union Steward.

The Employer shall keep records in each division time book of the overtime work. In cases of a grievance involving such records, they shall be subject to examination by management. Any employee who refuses to work overtime when overtime work is available and offered to him shall be deemed to have waived his rights to equal and impartial distribution of overtime work for the hours of overtime involved in each instance of refusal. The Town agrees to fill vacancies in the schedule of Secretary/Public Safety Dispatchers in the Police Department caused by vacations, sick leave, holidays or the two (2) day leave of absence with pay each calendar year by first offering the overtime to other full-time employees covered under this agreement before offering this time to part-time or intermittent personnel.

Nothing in this paragraph shall prevent the Police Chief from continuing the past practice of filling positions with part-time or intermittent employees as required for all vacancies other than those mentioned above. If there are not any bargaining unit members willing to accept a particular overtime assignment and no part-time dispatchers are available, employees may be called in by an inverse and rotating order.

#### **ARTICLE 7: UNION REPRESENTATIVES**

The names of two (2) Union Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The Union Stewards shall be granted reasonable time off during working hours with the permission of his/her supervisor, which shall not be unreasonably withheld, to investigate and settle grievances.

#### **ARTICLE 8: REST PERIODS**

All employees' work schedules shall provide for a ten (10) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

#### **ARTICLE 9: HOLIDAYS**

The following days shall be considered to be paid Holidays:

New Years Day  
Martin Luther King Day  
Patriots Day  
Good Friday (1/2 Holiday)  
Independence Day  
December 24. (1/2 Holiday)

Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
President's Day  
Columbus Day

Labor Day  
Memorial Day

December 31 (1/2 Holiday)

and any other day that may be declared a holiday by the Town of Blackstone. Should any holiday fall on an employees' normal day off, he will be granted another day off. Holiday pay shall be at time and one half for any fulltime dispatcher who is working the Holiday. If a holiday occurs within the employee's vacation period, he shall receive an additional day's vacation with pay.

Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and one-half times his/her regular rate of pay except for Thanksgiving and Christmas Holiday, Dispatchers will be compensated at a rate of double time for all hours worked, but in no case shall this be less than amount equal to four (4) hours work at the above rate.

Subsequent to the paid holidays identified in this article, the Secretary/Public Safety Dispatchers shall be granted one of two options in each of the following holiday schedules:

Request for time off for the banked holiday in either schedule shall be subject for approval of the Police Chief or his designee. All requests must be submitted within five (5) working days of the holiday. All banked holidays must be used within one hundred eighty (180) days of the holiday.

#### **ARTICLE 10: VACATION LEAVE**

Completion of one (1) year of Service	10 Days (2 weeks)
Completion of five (5) years of Service	15 Days (3 weeks)
Completion of ten (10) years of Service	20 Days (4 weeks)
Completion of fifteen (15) years of Service	25 Days (5 weeks)
Completion of 20 years of Service	30 Days (6 weeks)
Completion of 21 years of service	32 Days (6 weeks & 2 day)
Completion of 22 years of service	34 Days (6 weeks & 4 days)
Completion of 23 years of service	35 Days (7 weeks)

Five (5) days may be taken with the prior approval of the department head after a six (6) month period.

An employee may be eligible for two (2) incentive days off within that calendar year if he/she has not taken more than five (5) sick days in previous calendar year.

If the employment of a person who has become entitled to an annual vacation, but has not taken it, is terminated, he/she shall be paid for his vacation. Upon the death of an employee entitled to

a vacation allowance, the allowance shall be paid to the person or persons to whom the unpaid salary is payable.

All vacations must be approved by the employee's supervisory authority. All vacations of more than two (2) days must be requested at least five (5) weeks in advance and must not be unreasonably denied by the appropriate supervisory authority. Vacations will be granted by seniority. Final vacation schedules will be posted four (4) weeks in advance. Vacation requests of two (2) days or less must be requested at least three working days in advance and must not be unreasonably denied. The five (5) week requirement may be waived with the permission of the police chief or the lieutenant, if there is no conflict with other bargaining unit members' vacations that have previously been scheduled.

There will be a buyback of vacation time not to exceed (80) hours (two weeks) for unused days to be given to the employee at the employee's anniversary date.

Vacation time for all dispatchers will run from July 1 to June 30. All vacation time is determined by the date you were hired.

#### **ARTICLE 11: FUNERAL LEAVE**

In the event of the death of a spouse or child, an employee will receive five (5) working days of bereavement leave. In the event of the death of a parent, sibling, parent-in-law, or grandchild, an employee will receive three (3) working days of bereavement leave. The day of the funeral will be granted as bereavement leave for the death of a grandparent, aunt, or uncle.

#### **ARTICLE 12: JURY DUTY**

The employer agrees to make up the difference in an employee's wages between the straight time hourly pay and compensation received for jury duty. Any employee called for jury duty will not be required to work any shift when at least half of said shift falls on the same calendar day as an employee's jury duty.

#### **ARTICLE 13: HEALTH AND WELFARE**

1.) Individual or family coverage, whichever applies in a particular case, in an indemnified comprehensive medical plan which provides coverage's and access to medically necessary services substantially comparable to those provided in the 1990-1993 Collective Bargaining Agreement:

2.) Individual or family coverage, whichever applies in a particular case in a health care organization (health maintenance organization or preferred provider organization):

- 3.) Individual or family coverage, whichever applies in a particular case, in a dental plan which provides coverage and access to necessary dental services substantially comparable to those in the 1990-1993 Collective Bargaining Agreement; and
- 4.) The Town shall implement a cafeteria plan (125) relative to pre-taxed dollars after medical insurance premium contribution has been deducted.
- 5.) Effective at the signing of the Memorandum of Understanding. (06/23/2009) all new hires will contribute 30% towards their health insurance and the Town will contribute 70% towards the health insurance. As of July 1, 2013 all new employees will contribute 35% towards their health insurance and the Town will contribute 65% towards the health insurance.

#### **ARTICLE 14: UNIFORMS AND PROTECTIVE CLOTHING**

If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the employer and the cost of maintaining the protective clothing or protective device in proper working condition shall be paid by the employer.

The employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employee covered by this agreement.

#### **ARTICLE 15: SAFETY COMMITTEE CODE**

The safety committee comprised of two (2) representatives of the union and two (2) representatives of the employer shall be appointed. Said committee shall appoint its own chairman and meet when necessary to review safety practices.

It may draw up a safety code which both parties to this agreement agree to enforce.

#### **ARTICLE 16: LEAVE OF ABSENCE**

An employee may apply for a leave of absence without pay. Such application must be approved by the employee's appointing authority. Such approval will be granted only under unusual circumstances. The Union may assist the employee to prepare and present his application and may appear before the employee's appointing authority for that purpose. The decision of the appointing authority shall not be subject to the parties' grievance and arbitration procedure.

A leave of absence may be granted for a period not to exceed six (6) months. One extension may be granted for a period not to exceed an additional six (6) months. An employee who wishes an

extension must apply for the extension to his appointing authority. The Union may assist the employee to prepare and present his request for such extension and may appear before the employee's appointing authority for that purpose.

An employee who was granted a leave of absence and who fails to appear for work on the first working day following the expiration of such leave, and any extension thereof, shall be considered terminated from the employ of the Town.

An employee who has been granted leave of absence shall not be entitled to accrue seniority, sick leave, vacation leave, or other benefits during the period of his leave.

Permanent full time employees who have completed their probationary period shall be eligible for the two (2) day leave of absence with pay in each calendar year. Such leave shall be granted only for reasons of personal business requiring the employee's presence during his normal working hours, and which cannot be postponed to another time outside of normal working hours.

Reasons for such leave may not include reasons specifically covered by other provisions of this Agreement.

An employee desiring to take a personal day must make application for the day not less than twenty four (24) hours prior to the time of the desired leave. Such application shall be made to his department head and must be approved by the department head prior to taking the leave. Such approval shall not be unreasonably withheld.

Nothing in this article should be construed to require the department head to replace employees on leaves of absence with regular employees at overtime rates, except for the two (2) day leave of absence with pay in each calendar year that permanent full time employees shall be eligible.

Employees may apply for a leave of absence under the Family Medical Leave Act ("FMLA") not to exceed twelve (12) weeks to care for an immediate family member who has a bona fide illness. Employees may also request pay to the extent of paid leave(s) they have accumulated. Both parties retain all of their rights under the FMLA, whether or not they are mentioned in the collective bargaining agreement. An employee cannot take both maternity and family medical leave. To be eligible for FMLA, a completed Form WH 380 must be submitted to the Town Administrator.

#### **ARTICLE 17: MATERNITY LEAVE**

Upon application of the employee, a maternity leave of absence without pay shall be granted to permanent, full time, female employees who have been employed at least one year before said application, said leave to commence at the time recommended by her doctor and to extend for a

period not to exceed three months after the birth of the child. If an employee who has been granted a maternity leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, she will be deemed to have voluntarily terminated her employment.

In compliance with the Pregnancy Disability Amendment to Title VII of the Civil Rights Act of 1964 (P.L. 95-555) accrued sick leave benefits may be used by an employee while on maternity leave, approved by the Town Administrator, for such period as employee is physically disabled from resuming her duties (normally, six or less weeks). Utilization of sick leave benefits may begin within three (3) days prior to the receipt by the Town Administrator or a doctor's certification attesting to the employee's disability and shall automatically terminate six (6) weeks unless a second doctor's certificate is provided to the Town Administrator immediately prior to such termination attesting the employee's continued disability and reasons thereof. The certification shall also include a prognosis of the disability and expectation as to when the employee may be able to return to work.

Should it appear that an employee's use of sick leave benefits may exceed six (6) calendar weeks, the Town or its designee reserves the right to have the employee examined by a Town appointed doctor without delay on the part of the employee. Should there be any disagreement between doctors involved, the Town shall obtain the opinion of a third doctor, whose opinion following examination, will be final in determining whether the leave in question will be provided under accrued sick leave benefits or leave without pay.

Nothing in this article should be construed to require the department head to replace employees on maternity leave with regular employees at overtime rates.

#### **ARTICLE 18: PROBATION PERIOD**

The first twelve (12) months of service shall be considered to be the probation period. An employee whose service during his probationary period is not satisfactory may be dismissed from the service by his appointing authority. If necessary, the Town may contact the Union about mutually agreeing to extend an employee's probationary period.

Employees who are serving their probation period do not have access to the grievance procedure for disciplinary purposes.

## **ARTICLE 19: PERSONNEL RECORDS**

A copy of any written statement or report which is of a critical or unsatisfactory nature concerning an employee made by a member of management or a designated supervisor which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that it has been read.

If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement acknowledging this fact. If the employee is not available (due to sickness, or other absence) at the time the statement or report is prepared) the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as it is available thereafter.

No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided however that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related report.

## **ARTICLE 20: MISCELLANEOUS PROVISIONS**

1. BULLETIN BOARD - Announcements shall be posted in conspicuous places. Parties to this agreement, both of whom may use the bulletin board for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. Should any provision of this agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. If the proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

3. NONDISCRIMINATION - The parties to this agreement agree that they shall not discriminate against any bargaining unit member because of race, creed, color, sex or age and that such persons shall receive the full protection of this agreement.

4. ACCESS TO THE PREMISES - The employer agrees to permit representatives of the Union to enter the premises at reasonable times for individual discussion of working conditions with the employees provided care is exercised that they do not interfere with the employees in the

performance of their duties. Union representatives will notify the Town Administrator prior to any meeting.

5. **EFFECTIVE DATE** - The signing of this agreement by the authorized representatives of the union and the employer shall constitute the effective date of this agreement, provided however, that those sections requiring appropriations of funds shall be subject to any condition on approval at the Annual Town Meeting; and if approved, shall be effective as of July 1st of that year.

6. **RENEWAL** - Should neither party to this agreement send a notice of termination, this agreement will be considered to have been automatically renewed for another fiscal year.

Nothing in this article shall preclude the employer or the union from modifying any previous proposal during the course of negotiations.

7. **NOTICES** - Any notices to be sent for the purpose of notifying the other party of any termination, renewal or desired changes or for other purposes, shall be addressed and sent by registered mail, postage prepaid, return receipt requested, as follows:

**EMPLOYER:** Town Administrator  
Municipal Center  
15 St. Paul Street  
Blackstone MA 01504

**UNION:** Mass State Council #93  
Western Area Office  
AFSCME, AFL – CIO  
20 Maple Street, 3rd Floor  
Springfield, MA 01103

8. **CHANGES** - Should either party to this agreement wish to initiate collective bargaining discussions over changes they may wish to introduce into this agreement, it is agreed that notice of the substance of the changes and the language with which such changes are to be expressed shall be mailed to the authorizing parties signatory to the agreement prior to the sixty (60) days before the termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for the purpose of discussing the desired changes.

9. Should the Union allege a change in terms and conditions of employment inconsistent with G.L. c. 150E, it shall have ten (10) days from the date that it knew or should have known of any alleged change to request bargaining over such alleged change.

10. No future 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.

11. The failure of the Employer or the Union 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 Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

12. All personal days will run from July 1 to June 30.

#### **ARTICLE 21: CHAIN OF COMMAND**

All members of the bargaining unit shall be under the direct control of the Chief of Police.

#### **ARTICLE 22: STORM DAYS**

In case of inclement weather, as determined by the Town Administrator, all employees in the bargaining unit will be required to report for duty. If said employee cannot make it in to work, he/she may use a vacation day, personal day or sick day or not receive pay for the day missed due to inclement weather. Such discretion shall not be unreasonably exercised.

#### **ARTICLE 23: SICK LEAVE**

Each employee shall be credited with sick leave accumulation at the rate of one-and-one-quarter (1-1/4) days for each completed calendar month of service. Sick leave shall be accumulated up to one hundred twenty (120) days. A certificate from a doctor may be required by the Department Head after consultation with the Town Administrator on the third consecutive day of absence on sick leave 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. Further, after an employee has more than five (5) total absences on sick leave during any one fiscal year, the Town may require that he or she be examined by a Town designated physician before granting employee additional sick leave pay for the next nine (9) months. For the purposes of this paragraph, consecutive days on sick leave will only be counted as one (1) absence. Additionally, family sick days will not be subject to the provisions of this paragraph.

If the employee has not accumulated any sick leave time, he shall not be entitled to the difference between workmen's compensation and his regular wage.

Sick leave may be accumulated to a maximum of nine hundred sixty (960) hours. Any amount of accumulated sick leave beyond the nine hundred sixty (960) hours in each fiscal year shall be reimbursed to the employee by fifty (50%) percent at the employee's regular hourly rate of pay. SICK LEAVE CONVERSION - Upon retirement and/or after twenty (20) years of service as a full time employee of the Town, the employee shall receive fifty percent (50%) of their accumulated sick leave at their regular rate of hourly or daily rate of pay at the said time of retirement.

There will be an increase in Family Sick days to Four (4) to come from the accrued sick time total.

When an employee uses sick time and also works an overtime shift during the same week of sick time, the overtime rate of pay will be awarded to the employee only upon submission by the employee of a doctor's note regarding the employee's sick time.

When an employee is forced to work a shift and has taken sick-time during that week, they will be paid overtime for the forced shift. If the employee has pre-knowledge that they are going to be forced in and they take sick time before that forced in shift then they will be paid at straight time.

#### **ARTICLE 24: UNION DUES AND INITIATION FEES**

Employees shall tender the initial fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth, the employer agrees to deduct union membership dues 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 said dues deducted. Such remittance shall be made by the tenth day of the succeeding month.

In accordance with the provisions of the G.L.C. 150 E. Section 12, all employees in the bargaining unit shall, as a condition of employment, pay to the union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the union's regular and usual membership dues. For existing employees, such payment shall commence thirty one (31) days following the date of their employment.

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

#### **ARTICLE 25: CLASSIFICATION AND WAGES**

It is agreed by both parties to this agreement that shift differential payments will be made to full time dispatchers assigned to the second (2nd) and third (3rd) shifts.

Shift differential shall be paid for actual hours worked. It shall not be paid to an employee who is absent on sick leave, on vacation, or for a holiday.

In the event that a dispatcher is required to work another shift or a portion of another shift. the shift differential for that shift will be paid.

In the event that a full-time dispatcher is required to work the first shift in the absence of the Secretary-Dispatcher they shall be paid at the rate of pay commensurate to the Secretary/Dispatcher provided that they will perform all duties that the Secretary/Dispatcher would normally perform in the regular work day.

### CLASSIFICATION AND WAGES

EFFECTIVE JULY 1. 2016						
	0-1	1-2	2-3	3-4	Over 4	
Dispatcher	\$16.79	\$17.41	\$18.09	\$19.03	\$19.40	
Shift Differential 07/01/2016						
Second Shift	\$1.25					
Third Shift	\$1.50					

EFFECTIVE JULY 1. 2017						
	0-1	1-2	2-3	3-4	Over 4	
Dispatcher	\$17.13	\$17.76	\$18.45	\$19.41	\$19.79	
Shift Differential 07/01/2017						
Second Shift	\$1.40					
Third Shift	\$1.65					

EFFECTIVE JULY 1, 2018	0-1	1-2	2-3	3-4	Over 4
Dispatcher	\$17.47	\$18.12	\$18.82	\$19.80	\$20.19
Shift Differential 07/01/2018					
Second Shift	\$1.50				
Third Shift	\$1.75				

The above salary schedule represents 2.0% July 1 to June 30 the first year, 2% the second year and 2% the third year. Subject to reopening negotiations by mutual consent for the purpose of this article only.

The Town at its sole discretion has the option of hiring a new employee at Step 2 of the wage scale based on the employee's qualifications and experience.

All dispatcher are required to have direct deposit.

#### **ARTICLE 26: EFFECTIVE DATE**

This agreement shall become effective as of July 1, 2016 and shall continue in full force and effect until June 30, 2019; and from year to year thereafter unless either party notifies the other party prior to March 1st of a given year of its desire to terminate or modify this agreement. Such notification shall be sent by registered United States mail to the responsible signatories of the agreement.

#### **ARTICLE 27: LONGEVITY**

Union members covered by this agreement shall be paid a lump sum amount each year commensurate with years of service completed based on their anniversary date of employment with the town according to the following schedule, and retroactive to July 1, 1999. Employees hired on or after July 1, 1999 must complete five (5) years of service before receiving longevity. Employees hired prior to July 1, 1999 will be eligible for \$300.00 longevity pay after completion of two (2) years of service from their respective anniversary date.

A. Completion of five (5) years	\$1,500.00
B. Completion of ten (10) years	\$1,700.00
C. Completion of fifteen (15) years	\$1,900.00

D. Completion of twenty (20) years	\$2,300.00
E. Completion of twenty-five (25) years	\$2,500.00

All payments to be made on the first pay period of the employee's anniversary date.

**ARTICLE 28: DRUG FREE WORKPLACE POLICY**

The parties agree to accept the drug free workplace policy. It is the policy of the Town of Blackstone to provide a drug free workplace for all of its employees and to comply with the provisions of the United States drug free workplace act of 1988 (FL 100-690).

Accordingly, the Town of Blackstone as federal grant recipient hereby notifies every employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited.

Violation of this policy shall result in disciplinary action, including, but not limited to, suspension, and/or termination.

Furthermore the Town establishes, as a condition of employment, that each employee must notify the Town Administrator of any conviction for violation of any federal or state criminal drug law occurring in the workplace.

**ARTICLE 29: REPORTING TO WORK**

Each dispatcher will report ten (10) minutes early and remain two (2) minutes late to ensure a smooth transition between shifts. They will receive one extra hour of pay a week, paid proportionately for the amount of days actually worked (i.e. employee works 4 days and is absent one day, he or she receives 4/5 of one extra hour of pay.) Implementation of this article is conditioned on the Union and its bargaining unit members waiving any and all claims relative to their performing duties related to issuing permits.

**ARTICLE 30: MATRON DUTIES**

Employees who perform matron duties shall receive \$200.00 stipend in December and \$200.00 stipend in June of each year.

**ARTICLE 31: ADDITIONAL PERSONNEL**

During periods of actual or anticipated heavy volume of calls and other duties performed by those employees covered by this agreement, and at the discretion of the Chief, additional personnel, either full-time or part-time, may be assigned to assist the regularly scheduled dispatcher.

**ARTICLE 32: TRAINING**

Dispatchers participating in training of individuals shall earn two hour of overtime for every eight (8) hours of training of individuals, but no overtime to be awarded unless the employee has worked a 40 hour week.

This agreement entered into this 7<sup>th</sup> day of April, 2016.

TOWN OF BLACKSTONE

Robert J. Dubois

Margaret Dick

[Signature]

Michael P. [Signature]

\_\_\_\_\_

AFSCME AFL-CIO. LOCAL 1709B

Bethna A. Weber

Albert J. Dugan Jr

[Signature]

\_\_\_\_\_

\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE TOWN OF BLACKSTONE**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,**  
**COUNCIL 93, AFL-CIO, BLACKSTONE POLICE DISPATCHERS**  
**CHAPTER OF LOCAL 1709A**

WHEREAS, the Town of Blackstone is the Employer of all members of the American Federation of State, County and Municipal Employees, Counsel 93, AFL-CIO, Blackstone Police Dispatchers Chapter of Local 1709A (“hereinafter Blackstone Police Dispatchers Union”);

WHEREAS, the Blackstone Police Dispatchers Union is the certified bargaining agent for all dispatchers in the Town of Blackstone Police Department;

WHEREAS, the current Collective Bargaining Agreement between the parties is set to expire on June 30, 2019;

WHEREAS, the parties have met in good faith with the intent of creating a subsequent agreement upon the expiration of the current Collective Bargaining Agreement;

WHEREAS, the parties through their representatives the Blackstone Police Dispatchers Union negotiation team and the Town Administrator have met in good faith to negotiate a two-year extension beginning Fiscal Year 2020 (July 1, 2019) to the current Collective Bargaining Agreement;

NOW, the parties hereby agree as follows:

- I. The parties agree to a two-year extension of the current Collective Bargaining Agreement beginning Fiscal Year 2020 (July 1, 2019) and concluding on June 30, 2021;
- II. The parties agree that there will be no contractual language changes to the existing Collective Bargaining Agreement;

III. The parties agree to the following wage changes:

Fiscal Year 2020 (July 1, 2019): 2.0% wage increase

Fiscal Year 2021 (July 1, 2020): 2.0% wage increase

American Federation of State, County and  
Municipal Employees, Counsel 93, AFI-  
CIO, Blackstone Police Dispatchers Chapter  
of Local 1709A, as certified in MCR-2139

*Beth Ann Weber*

*Albert J. Dwyer*

*Yanda Cabral*

*Michael P. Weston*

Town of Blackstone

*[Signature]*

*Margaret Bick*

*Robert J. Dwyer*

*Michael Cabral*

*Michael P. Weston*

Amended 6/2018

## BLACKSTONE POLICE DISPATCH UNION

Fiscal Year 2020					
Effective July 1, 2019	0-1	1-2	2-3	3-4	Over 4
Dispatcher	\$ 17.82	\$ 18.48	\$ 19.20	\$ 20.20	\$ 20.59

Fiscal Year 2021					
Effective July 1, 2020	0-1	1-2	2-3	3-4	Over 4
Dispatcher	\$ 18.18	\$ 18.85	\$ 19.58	\$ 20.60	\$ 21.00

19.23
19.71
20.20

The above salary schedule represents a 2% increase each year. 20.42

over 4

**Memorandum of Agreement between  
The Town of Blackstone  
and  
American Federation of State, County,  
and Municipal Employees  
AFL-CIO, State Council 93, Local 1709  
Town Dispatch Unit**

1. **Duration:**  
Change effective dates to July 1, 2021 —June 30, 2024
  
2. **ARTICLE 3: GRIEVANCE AND ARBITRATION PROCEDURE:**  
Amend American Arbitration Association to: State Board of Conciliation and Arbitration or the Department of Labor Relations
  
3. **ARTICLE 5: HOURS OF WORK**  
Update 12 hour shifts from 2018 MOA as follows:  
Shifts shall be scheduled from 7 AM to 7 PM and 7 PM to 7 AM. The regularly scheduled work weeks will alternate with one week being three 12 hour shifts and the second week as four 12-hour shifts.  
Holidays, Personal Days, and Incentive Days will be calculated as 12 hours, vacation hours will be calculated in hours.  
Second shift differentials will apply for hours worked between 12 noon and 11 PM. Third shift differentials shall apply for hours worked between 11 PM and 7 AM.
  
4. **ARTICLE 6: OVERTIME**
  - a) Add the following after last paragraph:  
**FORCED HOURS:** In the event a Dispatcher is forced to complete an unattended shift due to a call-out, and without a qualified substitute Dispatcher, that the forced Dispatcher is paid two times (2x) their pay per hours work. The first five (5) forces per employee shall be two times (2x) their pay per hours worked. The first five (5) forces per employee shall be paid double time. All hours worked outside the scheduled shift shall be paid at time and one-half hour.  
Training time, including state mandated in service training shall not be considered forced-in hours.
  
5. **ARTICLE 7: UNION REPRESENTATIVES**  
The Union Steward shall be granted up to 30 minutes to conduct a Union Orientation for a newly hired Dispatcher to review the Collective Bargaining Agreement, Salary Schedule, benefits, Membership Application and any other AFSCME benefits therein.
  
6. **ARTICLE 8: REST PERIOD**  
Generalize language for flexibility of 12-hour shifts.
  
7. **ARTICLE 17: MATERNITY LEAVE**  
Add:   a) Parental to Maternity Leave in title  
          b) Change to 8 weeks

c) Full time employees are eligible for up to 8 weeks of Parental Leave pursuant to MGL Chapter 149, Section 105D for the birth or adoption of a child under the age of 18, or 23 if the individual is physically or mentally impaired. The leave shall be unpaid, the employee may use concurrently with the leave accrued paid sick, vacation and/or personal time as provided in Section 1051).

8. ARTICLE 20: Miscellaneous Provisions

#1. Add: BULLETIN BOARD Announcements shall be posted in conspicuous places and/or through a private on-line webpage or group email address. Parties to this agreement, both of whom may use the bulletin board or on-line services, for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such platforms.

#5 EFFECTIVE DATE: Remove the word "Annual" from Town Meeting.

#7 NOTICES: Place correct address for mail correspondence to the Union

9. ARTICLE 21: CHAIN OF COMMAND Add the Following sentence:

The Chief of Police or his/her designee is therefore permitted to participate on behalf of the Town in the Dispatcher's Unit Collective Bargaining Agreement Negotiations for the successor Agreement.

10. ARTICLE 24: UNION MEMBERSHIP DUES

Amend Agency Fee language to be voluntary, adjust title of Article to reflect Membership.

11. ARTICLE 25: Wages

a) Update Salary Grid:

Drop Step 1 and create a new step 5 at \$22.50

Effective July 1, 2021, Increase salary grid by 4%

Effective July 1, 2022, Increase salary grid by 3%

Effective July 1, 2023, Increase salary grid by 3%

b) Add: Dispatchers who obtain and maintain state mandated Emergency Medical Dispatch (EMD) certificate shall be compensated with a total stipend of \$1000 paid in half each July 1 and December 1.

12. ARTICLE 27: LONGEVITY

Amend the following sentence:

Union members covered by this agreement shall be paid a lump sum amount each year commensurate with years of service completed based on their anniversary date of employment with the town according to the following schedule: ~~and retroactive to July 1, employees hired on or after July 1, 1999 must complete five (5) years of service before receiving longevity. Employees hired prior to July 1, 1999, will be eligible for \$300 longevity pay after completion of two (2) years of service from their respective anniversary date.~~

Complete of five (5) years of service \$1,500.

Employees shall complete continuous, uninterrupted service, including leaves of absence of three (3) months or less to be eligible for longevity.

13. ARTICLE 30: MATRON & PRISONER WATCH DUTIES

Add Change title from Matron to Matron and Prisoner Watch duties and adjust Stipend to read as follows:

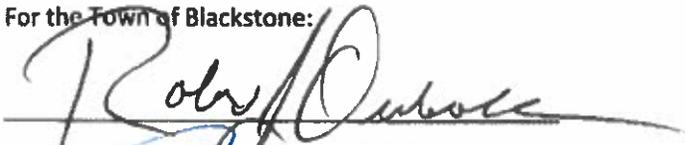
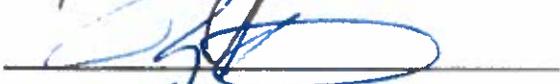
Dispatchers who perform matron and/or prisoner watch duties shall be compensated with a stipend total of \$600.

During times which an individual is in custody, dispatchers shall be paid an additional \$2.00 per hour for prisoner watch duties.

14. ADD: ARTICLE 33: EDUCATION REIMBURSEMENTS/INCENTIVES

In the event a dispatcher is interested in an approved certificate and/or training course, that the Town reimburse the dispatcher for such expense, subject to the Police Chief's approval.

For the Town of Blackstone:


Date: 7/13/21

  
Greg Balukonis, Acting Town Administrator

For AFSCME, AFL-CIO:  
AFSCME Council #93

  
AFSCME Council #93 Representative

  
Local #1709 Dispatch — Union  
Steward  
Date: 7/9/2021

### CLASSIFICATION AND WAGES

Lawler 7/1/21

Gill 7/1/21

Lawler after anniver.

Gill after anniver.

Year	Step1	Step2	Step3	Step4	Step5
Effective July 1, 2021	19.60	20.36	21.42	21.84	22.50
Effective July 1, 2022	20.19	20.97	22.06	22.50	23.18
Effective July 1, 2023	20.79	21.59	22.72	23.17	23.88
<del>Shift Differential 12 NOON - 11 PM / \$1.50 per hour</del>					
Effective July 1, 2021	21.10	21.86	22.92	23.34	24.00
Effective July 1, 2022	21.79	22.47	23.56	24.00	24.68
Effective July 1, 2023	22.29	23.09	24.22	24.67	25.38
<del>Shift Differential 11 PM - 7 AM / \$1.75 an hour</del>					
Effective July 1, 2021	21.35	22.11	23.17	23.59	24.25
Effective July 1, 2022	22.04	22.82	23.81	24.25	24.93
Effective July 1, 2023	22.54	23.34	24.47	24.92	25.63

Effective July 1, 2021, Increase salary grid by 4%

Effective July 1, 2022, Increase salary grid by 3%

Effective July 1, 2023, Increase salary grid by 3%