

AGREEMENT  
BETWEEN  
THE  
TOWN OF BLACKSTONE  
AND  
THE  
**BLACKSTONE POLICE UNION,**  
MASSACHUSETTS COALITION OF POLICE; LOCAL 442,

JULY 1, 2021 THROUGH JUNE 30, 2024

This agreement entered into the Town of Blackstone, hereinafter referred to as the Employer, and Blackstone Police Union, Massachusetts Coalition of Police; Local 442, 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 difference, and the establishment of conditions of employment.

**ARTICLE 1. RECOGNITION**

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing conditions of employment for all full time Sergeants and Patrolmen, excluding the Chief and the Lieutenant.

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.

**ARTICLE 2. MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed, schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing job titles; determine where, when, how and by whom work will be done; determine standards of proficiency in law enforcement skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

**ARTICLE 3. PAY PLAN**

Police officers and Sergeants covered by this Agreement shall be paid in accordance with the following schedule:

<b>EFFECTIVE JULY 1, 2021</b>	<b>0-1</b>	<b>1-2</b>	<b>2-3</b>	<b>3-4</b>	<b>OVER 4</b>
<b>PATROLMAN</b>	\$26.11	\$27.29	\$28.44	\$29.61	\$30.78
<b>SERGEANTS</b>	\$33.82	\$35.30	\$36.85	\$37.58	\$38.34
<b>EFFECTIVE JULY 1, 2022</b>	<b>0-1</b>	<b>1-2</b>	<b>2-3</b>	<b>3-4</b>	<b>OVER 4</b>
<b>PATROLMAN</b>	\$26.76	\$27.97	\$29.15	\$30.35	\$31.55
<b>SERGEANTS</b>	\$34.67	\$36.18	\$37.77	\$38.52	\$39.30

EFFECTIVE JULY 1, 2023	0-1	1-2	2-3	3-4	OVER 4
PATROLMAN	\$27.43	\$28.67	\$29.88	\$31.11	\$32.34
SERGEANTS	\$35.53	\$37.09	\$38.72	\$39.48	\$40.28

The above salary schedule represents 2% July 1, 2021 first year, 2.5% July 1, 2022 the second year and 2.5% July 1, 2023 the third year. Subject to reopening negotiations by mutual consent for the purpose of this article only.

### **B. Longevity Plan**

Police officers and sergeants covered by this Agreement shall be paid a lump sum amount each year commensurate with years of service completed according to the following schedule:

For the period from July 1, 2021 through June 30, 2024 the following schedule will be applicable for the payment of longevity:

- |    |                                      |             |
|----|--------------------------------------|-------------|
| a. | Completion of five (5) years         | \$1300/year |
| b. | Completion of ten (10) years         | \$1500/year |
| c. | Completion of Fifteen (15) years     | \$1700/year |
| d. | Completion of twenty (20) years      | \$2400/year |
| e. | Completion of twenty-five (25) years | \$3100/year |

All step increases under the longevity plan are subject to years of service completed prior to July 1, 2021; 2022; and 2023. All payments to be made on the first pay period of the officer's anniversary date of each year of the contract.

C. In the absence of the Chief or Lieutenant or a sergeant, the officer on duty with the greatest seniority will be the officer-in-charge and will be compensated at the rate of \$4.50 per hour for the period from July 1, 2021 through June 30, 2024.

D. Effective July 1, 2021 through June 30, 2022, Officers scheduled to work the following shifts will receive the following shift differential for all hours worked: 2nd shift \$1.25- per hour; 3rd shift \$1.50 per hour. Beginning July 1, 2022 through June 30, 2024 Officers scheduled to work the following shifts will receive the following shift differential for all hours worked. 2<sup>nd</sup> shift- \$2.00 per hour; 3<sup>rd</sup> shift \$2.50 per hour.

#### **ARTICLE 4. JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, area, shift and days off. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay for that position. If at the end of the trial and training period the Chief determines the employee is not qualified to perform the work, he shall be returned to his old position and rate.

Town by Law:

S33-19. Promotions (Amended by 4-24-1989 ATM, Art. 23)

- A. Lieutenant. Only those who have served at least five years as a full-time patrolperson or Sergeant would be eligible to take the qualifying exam. All candidates must have a minimum of an associate degree in Law Enforcement or a management field. Promotion shall be made by the appointing authority based not only on written exam results, but a thorough interview by three Police Chiefs. The Blackstone Police Chief will not be part of the interview process but will submit an evaluation of the individual's past performance. The appointing authority will make the final selection.
- B. Sergeants. Only those who have served at least five years as a patrolperson would be eligible to take the qualifying written exam. All candidates must have a minimum of an associate degree in Law Enforcement or a related field. Promotion shall be made by the appointing authority based not only on the written exam results, but a thorough interview by three Police Chiefs. The Blackstone Police Chief will not be a part of the interview process but will submit an evaluation of the individual's past performance. The appointing authority will make final selection.

In the event that the aforementioned language is to be changed or amended by a Town Meeting vote, then the language in the Blackstone Police Union (B.P.U.) contract shall amend as such in a MOU (memorandum of agreement).

#### **ARTICLE 5. SENIORITY**

For overall department purposes, the length of service of the employee as of the date of hire as patrolman regular full-time shall determine the seniority of the employee. For determining seniority for purposes within the rank of sergeant only, seniority will be determined by the date of appointment to sergeant.

The principal of seniority shall govern and control in all cases of decrease and increase in the

working force, choice of vacation period, preference in non-specialty assignments to shift work, and in any other matter in which preference is a factor other than specialty assignments, provided in all the foregoing that it is not contrary to the judgment and order of the Chief of Police or the Lieutenant. Specialty assignments and promotions shall be made on a basis of qualifications and abilities. If qualifications and abilities are equal, seniority will be the deciding factor. The Town agrees to forward to the Union copies of job descriptions and qualifications for specialty and sergeant positions within sixty (60) days of ratification of this Agreement. Nothing in this paragraph shall waive either party's right to bargain over these job descriptions. However, the

Qualifications currently required will remain in effect until impact bargaining as required by General Law's c. 150E on this issue is completed.

#### ARTICLE 6. FUNERAL LEAVE

In the event of death in the immediate family of an employee, he will be granted leave with pay in the amount of three (3) calendar days, and such leave shall not be charged to sick leave or vacation leave.

Employees shall not be required to take funeral leave immediately after the death of a person included in death leave rules and regulations but may request such leave to be granted commensurate with the funeral and related necessary procedures.

Immediate family shall mean husband, wife, children, mother, father, mother-in-law, father-in-law, brother, sister, Grandparents, Aunts and Uncles and the employee's, stepparents and stepchildren.

*Spouses aunt/uncle ok*

#### ARTICLE 7. PERSONAL LEAVE

The Chief of Police may grant employees time off without loss of pay to the extent of 3 days per fiscal year provided it is consistent with the public safety and provided further that they are not used to extend a vacation period.

Personal days are not cumulative.

Add a fourth day of personal leave conditional on use of sick time, i.e., a fourth personal day will be given if two (2) days or less of sick time is used during the year.

All employees who are required to work the Memorial Day Town observance will be compensated at a rate of time and one half his/her straight time rates.

All officers will be compensated a Hazardous Duty Pay Stipend in the amount of \$1250 for the next three years of the contract, July 1, 2021 to June 2024. The Hazardous duty pay will be paid the following pay period of the officer's anniversary date.

An employee may accrue and retain no more than one-hundred and eighty hours (180) of compensatory time (comp-time). In the event that an employee reaches the (180) hour limit,

he she will no longer be able to request that comp-time be placed into their time bank and therefore all-time will be paid as overtime. Any employee who has reached the maximum of (180) and is going to retire must notify the Chief of Police six months in advance so that the time they have in the time bank is used before their retirement date. Comp-time will not be paid out at retirement.

Any officer who intends to use compensatory time (comp-time) in the amount of one full tour of duty, be it ten hours (10) hours for patrolman or eight hours (8) for specialty shifts like detective etc., shall give a least three days' notice to the Chief of Police. This requirement is solely at the pleasure of the Chief of Police, and consistent with the agreement between the Town and the B.P.U on November 20, 2014.

**Parental leave:**

Full time employee 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, 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, or personal time as provided by section 105D.

**ARTICLE 8. HOLIDAYS**

Employees shall be granted a day off with pay for the following holidays:

- New Year's Day
- Martin Luther King
- President's Day
- Patriots' Day
- Memorial Day
- Good Friday (1/2 day)
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Eve (1/2 day)
- Christmas Eve

All banked holidays shall be used within 180 days of the holiday.

In the event that the Town Hall is closed for a half-holiday the day before Christmas or the day before New Year's at the direction of the Town Administrator, the Chief shall make arrangements to provide an equivalent amount of compensatory time off to members of this bargaining unit at such times as are consistent with the public safety and mutually agreeable with the Chief and the employee involved.

Officers who are scheduled to work a shift during one of the thirteen and half (13.5) contractual

holidays will be compensated at the rate of time and one half his/her straight time rate, except for Thanksgiving and Christmas the officer will be compensated for that work at a rate of double time his/her straight time rate.

Officers "forced" into work on a contractual holiday will be compensated at the rate of double time his/her straight time rate

#### **ARTICLE 9. VACATION LEAVE**

The vacation an employee's vacation eligibility shall coincide with the employees' anniversary date. All vacation time will reset on the employee's anniversary date. The following schedule governs vacation entitlement:

- At the completion of 1 year of service - 80 hours or 8 days (10-hour days)
- At the completion of 5 years of service - 160 hours or 16 days (10-hour days)
- At the completion of 10 years of service - 200 hours or 20 days (10-hour days)
- At the completion of 15 years of service - 240 hours or 24 days (10-hour days)
- At the completion of 20 years of service - 280 hours or 28 days (10-hour days)

The vacation week shall consist of forty (40) hours. All vacations must be approved by the Chief, or in his absence, by the Lieutenant. 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 either the Chief of Police or the Lieutenant. 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 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. For the purpose of this Article only, an employee's eligibility for and the amount of his vacation leave during the fiscal year July 1 to June 31 shall be determined as of the anniversary date that precedes July 1<sup>st</sup>.

The parties agree that the method used to grant vacation time will be the method that was used prior to the start of negotiations resulting in this agreement.

An employee may carry over one week of unused vacation time, forty hours (40) into his her compensatory time bank (Comp-time) as long as they have not maxed out to their 180 hours. The request to do so, must be submitted to the Chief of Police within two weeks of the employee's anniversary date.

#### **ARTICLE 10. SICK LEAVE**

Each employee shall accrue sick leave credit at the rate of ten (10) hours per calendar month worked.

Absence due to family illness shall not exceed forty (40) hours per fiscal year. Family is to mean immediate family, spouse and children.

No member of the Union shall accept an overtime shift or a paid detail after having been on non-occupational sick leave except when sick leave was used for family illness, until at least twenty-four (24) hours have elapsed since the starting time of the shift assignment of such sick leave, except in a declared emergency or with the approval of the Police Chief or the Lieutenant.

A certificate from a doctor may be required by the Police Chief or the Lieutenant 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 be examined by a Town designated physician at the Town's expense 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.

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.

Upon retirement and after twenty (20) years of service as a full-time employee of the Town, the employee shall receive fifty (50%) percent of their accumulated sick leave at their regular hourly rate of pay at the said time of retirement or forced to retire as a result of a job-related injury or under the "Heart Bill". If the employee fails to give one year notice to the town of intent to retire sick time accrual payment may be delayed until the next fiscal year.

#### **ARTICLE 11. MILITARY LEAVE**

An employee shall be granted, during the time of his service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42 or 60 of chapter 33 of the Massachusetts General Laws, or during his annual tour of duty of 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 ordinary remuneration as an employee, and shall be entitled to the same leaves of absence or vacation with pay given to other bargaining unit members. A set of military orders will be provided to the Police Chief whenever leave is requested.

#### **ARTICLE 12. UNION REPRESENTATIVES**

The name of the Union Steward and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

The Union Steward or other representatives shall be granted reasonable time off during working hours with the permission of the Police Chief or his designee, which shall not be unreasonably denied handling union matters.

#### ARTICLE 13. JOB SECURITY

A. No employee in the unit shall have any disciplinary action taken against him until he has been given a written statement of the specific reason(s) for such contemplated action and has been given the opportunity to commence use of the grievance procedure contained in this Agreement. A letter of reprimand will serve as sufficient notification to the employee.

B. No employee shall be disciplined without just cause.

C. Any officer or employee whose position is abolished because of lack of money or abolition of position shall be separated from service by rank and grade and be reinstated therein in the same position as that formerly held by them according to their seniority in the Department, so that the senior officers or employees in length of service shall be retained the longest and reinstated first, provided, however, that such reinstatement is made within a period not exceeding five (5) years after the date of separation.

D. Before any action is taken on the officer or employee to affect such separation from service of any officer or employee, seven days written notice shall be given.

E. If before action is taken to affect such separation and within said seven days an officer or employee files his written consent with the appointing authority, he shall be demoted to the next lower grade or rank in succession, if in such lower rank or grade there is an officer or employee junior to him in length of service.

F. As soon as position or money is available, officers or employees so demoted shall be restored to the rank and grade formerly held by them, according to their seniority.

#### ARTICLE 14. VACANCIES - APPOINTMENTS

An employee who is performing temporary service in a higher rank shall be compensated for such service at the rank to which he would have been entitled had he been promoted to such rank. Such temporary service shall be limited to no longer than one (1) year. Such employee shall be selected based on seniority and qualifications of the next lower grade except for scheduled time off in the event of the absence of a superior officer, the job will be posted.

A copy of all bid positions and any other document that is posted on the bulletin board affecting the members of the bargaining unit as concerns wages, hours, terms and conditions of employment shall be given to the Union.

### **ARTICLE 15. WORK SCHEDULE AND OVERTIME**

The work schedule shall consist of four (4) consecutive ten (10) hour tours of work with three (3) consecutive days off. The work schedule shall rotate upon the completion of two (2) weeks.

Officers must be off duty (including paid details) at least six (6) hours in every twenty-four (24) hour period. Any officer who is unable to work a regularly scheduled tour of duty (regularly scheduled ten-hour shift) due to illness or injury shall be ineligible to work any paid detail until such time as such officer is able to resume his/her regularly scheduled tour of duty and, in fact, has actually completed a regularly scheduled tour of duty, or seventy-two (72) hours from the end of the last regularly scheduled shift from which the officer was absent, whichever is shorter. Furthermore, any officer who works a paid detail and then is unable to work his/her next regularly scheduled tour of duty, may be denied any further paid details at the discretion of the Police Chief and/or Lieutenant for a period of ten (10) working days.

Any officer who is ordered by the, Chief, Lieutenant or his agent to report for duty during the period of time that he/she normally would be off shall be paid time and one-half (1-1/2) computed on the basis of a normal work. Employees who perform scheduled overtime work following their normal work shift without being called back to work will only be paid overtime pay for the actual time worked after normal work shift. An employee who is required to return to work (call back) after leaving the workplace after the end of his/her normal shift will be paid a minimum four (4) hour payment. The overtime rate will apply after forty (40) hours. A holiday, personal day, vacation day, family sick time, and bereavement day taken will be considered a regular tour of duty for purposes of calculating said forty (40) hour period.

Scheduled tours of duty will not be changed or altered for the purpose of avoiding the overtime provisions of this section.

All except the four (4) most senior officers on the department eligible for overtime work as outlined by union bylaws will be put in a rotating list. Starting with the bottom of the list and working up, these officers would be "ordered in" for whatever overtime if it cannot otherwise be filled. New officers in the department will move onto the list and the top senior officer will be removed from the list.

### **ARTICLE 16. COURT TIME**

Any employee who attends court or hearings as a witness for the Commonwealth in a criminal case at a time when he is not scheduled to work shall be paid for all time in attendance at court based on a normal work week; but in no event less than four (4) hours pay at time and one-half (1-1/2) starting FY 2017.

Court time at district and superior courts shall include travel time from the Police station and the officer's time shall be continuous in Court until dismissed or the court day has ended.

### **ARTICLE 17. CLOTHING ALLOWANCE EQUIPMENT AND PROFESSIONAL DEVELOPMENT**

Each officer of the Police Department shall receive an annual uniform and clothing allowance (including the purchase of shoes). The clothing allowance shall be calculated at 3% of the employee's annual base salary and subject to the following provisions:

A. Each employee shall submit to the Chief of Police for payment vouchers for uniforms and clothing purchased in an amount or amounts not to exceed the amount agreed to in each year of the contract and such vouchers shall be paid by the Town forthwith upon presentation.

B. Uniforms and clothing so purchased must conform to Department specifications. Shoes must be black

C. If an employee does not present vouchers for the full clothing allowance, he may apply the difference between the allowance and the dollar amount of vouchers presented, towards cleaning of his uniform, not to exceed Two Hundred Fifty (\$250) Dollars and the Town shall accordingly reimburse him for such difference in cash upon presentation of laundry or cleaning receipts, therefore.

D. Equipment - The Town, at its sole cost and expense, shall supply to all employees all leather goods, handcuffs, revolvers, holsters, belts, night sticks, shoulder patches, metallic buttons, ammunition, one (1) box of service ammunition per year per employee, badges, flashlights and batteries, gun permits, and such other equipment designated by the Chief, which equipment shall remain the property of the Town.

E. Officers may use funds from their clothing, equipment and professional development allowance to attend trainings, conferences, seminars and other professional development opportunities. Funds may be used to cover all expenses including but not limited to attendance fees, lodging and transportation. All trainings must be approved by the chief of police. School time off in lieu of shift will be granted to attend training at the discretion of the chief of police based on the needs of the department.

F. Officers will be compensated the unused balance of their allotted Uniform Allowance on the last week of the fiscal year.

### **ARTICLE 18. PAYING PRIVATE DETAILS**

All assignments to paying police 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, and where regular work officers will be given first call on all details. The Chief may publish reasonable regulations regarding the assignment of paid details to regular and non-

regular police officers.

Employees will be paid detail rates as per the schedule in this section. Officers 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) consecutive hours. If the Non-Town Revolving Account does not have sufficient funds to pay an officer, the officer then will have to wait until payment is received from the outside contractor for the detail that the officer worked to be paid for that detail. Rate of pay for outside private details performed on Sundays and holidays, will be paid at a rate of double time the detail rate, with a minimum of four (4) hours per detail. Any individual officer 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 the rate of 1-1/2 times the hourly rate.

July 1, 2021 \$58 .00 per hour, July 1, 2022 \$59 .00 per hour, and July 1, 2023 \$60 .00 per hour.

The detail rate starting July 1, 2021 will be \$48.00 per hour for any Town/DPW detail only, with the exception of the Tree Warden specific details which will also be \$48.00 per hour. If the Town/DPW hires or otherwise uses a private contractor for work requiring a police detail, the assigned officer shall be paid for his detail work at the private contractor rate.

Officers will be allowed to take a cruiser to nighttime details for Officer Safety, at the approval of the officer in charge.

Any detail hours that take place from Monday – Friday, within the hours of 6:00 pm to 6:00 am, will be paid at the rate of time and a half (1.5) the straight time rate.

Any detail hours that take place on a Saturday, within the hours of 6:00 am to midnight, will be paid at the rate of time and a half (1.5) the straight time rate.

Any detail which is requested one hour prior to the start time of the detail, will then be paid at the rate of time and a half (1.5) the straight time rate for the duration of the first (8) hours of the detail.

Any detail which has been ordered and filled, then cancelled within one hour prior to the start time of the detail, will then be billed to the contractor at the required rate pursuant to a four-hour (4) callout.

The town detail rate (\$48.00) will be billed when the job is being worked and carried out only by Blackstone Town D.P.W. employees. In the event that a private company worker and or equipment is being used on the job, then the Town detail rate shall not apply.

All details where alcohol is present will require a minimum of two officers

### ARTICLE 19. POSTING

There shall be a monthly posting by the Chief or the Lieutenant of each man's balance of sick time, compensatory time and clothing allowance for each officer.

### ARTICLE 20. MISCELLANEOUS PROVISIONS

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 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 or Civil Service Rule 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.
3. Non-Discrimination - The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age and that such persons shall receive the full protection of this Agreement.
4. Access to Premises - The Employer agrees to permit representatives of the Blackstone Police Patrolman's Union, Massachusetts Coalition of Police; Local 442. Provided they have the prior approval of management to do so, to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
5. All new employees shall be considered probationary during their first twelve (12) months of employment. Probationary employees may be dismissed with or without cause. Employees shall not have any access to the grievance procedure in disciplinary matters during their probationary term.
6. As voted on and accepted by the residents of Blackstone in the April 7, 1980 Town Election, The town accepts the provisions of section thirteen of chapter two hundred and fifty-eight of the Massachusetts General Laws which provides that the town shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission except an intentional violation of civil rights of any person under any law, if the official at the time of such act or omission was acting within the scope of his official duties or employment

### **ARTICLE 21. CHECKOFF**

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

### **ARTICLE 22. 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 (30th) day following the beginning of his employment or the effective date of this Agreement whichever is later. Such service fee shall be equivalent of 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 23. HEALTH AND WELFARE**

The Town agrees to pay seventy-five (75%) of the premiums for the following coverages:

- 1.) Individual or family coverage, whichever applies in a particular case, in an indemnified comprehensive medical plan which provides coverages 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.) If any employee of the Town of Blackstone's insurance benefits is increased, the police officers shall receive the same benefits.
- 6.) Effective at the signing of the Memorandum of Understanding 07/01/2009, all new hires will contribute 30% towards their health insurance premiums and the Town will contribute 70% towards the health insurance premiums. Newly hired employees after July 1, 2013 will contribute 35% towards their health insurance premiums and the Town will contribute 65% towards the health insurance premiums

## **ARTICLE 24. PRIVILEGES**

The Employer agrees privileges not to unilaterally change employees' privileges heretofore existing, without affording the Union opportunity to impasse as required by law. The Union agrees that there shall be no abuse of such privileges.

## **ARTICLE 25. GRIEVANCE PROCEDURE**

Any grievance between the parties which involves interpretation or application of the express terms of this Agreement shall be settled in the following manner:

**STEP 1.** The aggrieved party shall present the grievance in writing within Thirty (30) days excluding Saturdays, Sundays and holidays of the incident upon which the grievance is based, to the Chief of Police. The Chief shall adjust the grievance before the end of the employee's next scheduled regular workday or within Thirty (30) days excluding Saturdays, Sundays or Holidays, schedule a hearing.

### **STEP 2.**

If the Union is not satisfied with the response of the chief of police, the union within ten (10) days of the chief's written response can submit an appeal in writing to the Town Administrator or his designee who will then meet with the union within ten (10) days of the initial presentation and will respond, in writing, providing for his disposition of the matter, within ten (10) days of meeting with the union.

### **STEP 3.**

If no satisfactory resolution is forthcoming from the Town Administrator within ten (10) working days excluding Saturdays, Sundays and Holidays, after said hearing, or within fifteen (15) days after the Step 1 grievance is filed, whichever is sooner, the employee may appeal in writing to the Board of Selectmen. Once the Board of Selectmen receives the grievance, the Board of Selectmen shall set a hearing date within 15 days to hear the grievance. The Board of Selectmen shall issue a decision in writing within fifteen (15) working days after hearing the grievance.

**STEP 4.** If the grievance has not been settled by Step 1, 2 or 3, either the Union or the Town may refer it to arbitration within fifteen (15) days of the disposition under Step 2. The parties will submit the matter to the American Arbitration Association or Mass. Conciliation and Arbitration Board for selection in accordance with their procedures except where otherwise provided in this Agreement. The decision of the arbitrator shall be final and binding on the parties, provided that the arbitrator shall have no power to modify, amend or alter the agreement. The expense of the arbitrator shall be borne by the party that submits the grievance to arbitration. The expense of the arbitrator shall be borne equally by the parties. It is recognized that only the union may proceed to step 4 of the grievance process and that individual aggrieved parties shall not have this right.

The above procedure shall not apply to probationary employees who have been continuously employed by the Employer for less than twelve (12) months. Thus, probationary employees are not authorized to file grievances.

By agreement of both parties, a meeting may be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance may be modified by mutual agreement.

When there is an alleged violation of this Agreement, the Union or the Employer may file a grievance and use the above steps of the grievance procedure, provided however, that the grievance is filed within a period of seven (7) days from the date of the alleged violation or the date when the Union or one of its members knew or should have known of the alleged violation.

By mutual agreement the limits in the grievance procedures may be extended. A grievance shall be deemed to be waived unless filed and processed in accordance with the time limits set forth in this Article.

The cost of arbitration shall be equally shared by both parties.

#### **ARTICLE 26. PERFORMANCE EVALUATION**

Each employee's performance shall be reviewed and appraised every year on a month established by the Town Administrator. The immediate supervisor shall be responsible for conducting the review. The review shall consist of two parts: a written appraisal according to standard forms; and a discussion with the employee. It shall be based on job performance which shall be based upon each position's job description and work standards. An acceptable performance evaluation document will be prepared under a mutually agreed upon format between the Town Administrator, Chief and Union representative. Additionally, the Town Administrator shall permit each employee an opportunity to provide directly to him or her evaluation of any Police Department personnel in his or her direct chain of command.

#### **ARTICLE 27. EDUCATION AND TUITION ASSISTANCE**

The Town encourages each member of the Union to pursue a program of continuing education which best fits the employee's career goals.

The Town shall provide reimbursement assistance for all courses (maximum of two (2) courses per semester) taken through an accredited institution of learning leading up to and including a Bachelor of Science Degree in law enforcement. The town also agrees to provide reimbursement assistance for a master's degree (maximum of (1) course per semester) taken at a state school and/or comparably priced private institution. Private schools should be submitted and approved by the Chief of Police and/or Town Administrator, for the purpose of tuition reimbursement approval.

The Town shall reimburse the employee for the full cost of tuition, administrative and laboratory fees, books and supplies if the employee provides evidence of at least a "B" or better grade in each course to receive reimbursement for the course. The Town shall not reimburse employees for nonrefundable deposits, transportation, meals, athletic or similar fees.

In the event of a grade falling below "B" average for the class, a waiver may be granted to the employee, allowing for the reimbursement at the approval of the Chief of Police and /or Town Administrator.

The Town shall pay for all costs of any educational program which it requires an employee to attend.

The employee shall give the Chief of Police ample notice of his/her intention to attend any degree programs, by December 31st of the preceding fiscal year and prior to taking any classes, to allow the Town sufficient ability to allocate necessary funding.

The town will implement and fund an Educational Incentive Program as follows:

- \* For an Associate Degree in Criminal Justice or credit equivalent: 10%
- \* For a Bachelor's Degree in criminal justice or credit equivalent: 20%
- \* For a Master's Degree in criminal justice or credit equivalent: 25%

#### **ARTICLE.28. LABOR MANAGEMENT REVIEW COMMITTEE**

All sergeants will be required to attend one (1) administrative meeting with the Chief of Police or the Lieutenant, weekly, not to exceed one (1) hour. A labor management review committee will discuss mutual problems of the department and develop a performance evaluation program by the middle of the three-year contract (or 1 1/2 years into said contract). Composition of the committee will be mutually agreed upon by labor and management.

#### **ARTICLE 29. POLICE DETAILS**

Public ways within the Town of Blackstone must have a police detail officer (paid by a private party in accordance with Article XVIII above) if work is being performed by a private or outside contractor. Details on secondary roads may be at the discretion of The Chief of Police or his designee based on public safety.

Road work performed by the D.P.W. of Blackstone will not require a detail unless requested by the Superintendent of Public Works Department or by order of the Chief of Police.

### **ARTICLE 30. DRUG FREE WORK PLACE 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.

Additionally, any employee who is convicted of any violation of this policy must, within five (5) days of such conviction, notify the Town Administrator.

### **ARTICLE 31. STABILITY OF AGREEMENT**

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.

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

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.

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.

### ARTICLE 32. HOURS OF WORK AND SHIFT ASSIGNMENT

The Chief shall establish the work schedules for the Department, subject to the following provisions:

Regular work schedules for police officers, except Sergeants, investigators or those on administrative assignment shall be based on a system of four (4) consecutive days of work and three (3) consecutive days off.

Regular work shifts shall be ten (10) consecutive hours each.

Starting and ending times for each regular work shall be determined by the Chief as provided herein but may be amended by the Chief during the period involved due to operating necessity of the Department.

On April 1st the Chief shall post a shift selection list on the Department bulletin board, listing all regular work shifts to be in effect. Police officers may apply for shift assignments and shall be assigned by seniority except that:

Two sergeants shall not be assigned to the same shift unless the Chief approves; and The Chief shall have discretion to override seniority and schedule police officers with specialized skills, such as breathalyzer operation, fingerprinting, DARE officer and detective/investigator, to any shift according to the operating needs of the Department.

Police officers shall have fifteen (15) days following the posting of the shift selection list to apply for shift assignment and to notify the Chief in writing of their requests.

The new shift assignments shall become effective on the Sunday following notice to the police officers of their assignment.

Subject to emergencies and other exceptions as described in this Article, shift assignments shall remain in effect for the period involved.

After the new shift assignments become effective, the Chief may reassign police officers to other shifts if the operating needs of the Department so require or because of the performance or conduct of a police officer requires it. The Chief or his designee shall give written notice to the Town Administrator, the Board of Selectmen and to the Union prior to any such reassignment, stating the reason(s) for the reassignment. If the Union objects to the reassignment, the Chief shall meet with the Union to explain the reasons, such reassignment, however, shall not be subject to grievance or arbitration unless arbitrary, capricious or discriminatory.

Notwithstanding any provision of this Article, the Chief shall have the sole discretion to change shift times temporarily not to exceed a period of thirty (30) days or create temporary shift at any

time if the operating needs of the Department so require. The Chief may assign police officers to such temporary shifts. Such assignments shall not be subject to grievance or arbitration unless the Chief is arbitrary, capricious or discriminatory.

Nothing contained in this Article shall limit the sole authority of the Chief to alter regularly scheduled work shifts or to reassign or recall police officers during an emergency for the duration of such emergency.

**Shift Swap Procedure:**

- \* It is the responsibility of the officer to arrange for his/her swap.
- \* Once the shift has been arranged, it will be presented to the Chief for his approval.
- \* Such swaps will not be unreasonably denied.

Patrol Sergeants shall work a schedule based on a system of four (4) consecutive days of work and four (4) consecutive days off. The shifts shall consist of First (1<sup>st</sup>), Second (2<sup>nd</sup>) and Third (3<sup>rd</sup>), with the starting and ending times being consistent with the already standing patrol schedule, unless the hours are to be deviated by the needs of the administration. The Chief of Police will give 15 days of notice to the officers in these positions, prior to changing the starting and ending times, to allow for the officers to make adjustments to their personal affairs.

First Shift 0630-1630  
 Second Shift 4:00 pm to 2:00 am  
 Third Shift 9:00 pm to 7:00 am

Shifts should be chosen strictly by the individuals officially declared standing in the evaluation and promotion process, allowing for the highest allotted seniority Sergeant having first choice of his/her chosen shift and so on.

On April 1<sup>st</sup> as stated in the contract, the Sergeants shift selection shall also be posted for bidding, and the shift assignment shall be assigned by seniority, with exception to already agreed upon exceptions listed in Article 32.

In the event that a Sergeant is stripped of his/her rank and returned to patrol, he/she shall do so without losing any seniority and/or benefits afforded to them by this contract prior to have taken the Sergeants position. In the event of this, a departmental shift bid shall be conducted immediately, while also following the contractual fifteen (15) day posting period, allowing the officer a chance of return to a patrol schedule factoring in his/her earned seniority.

**Specialty assignments Administrative Work Schedule:**

Regular work shift schedules for those assigned to specialty assignments, such as Detective(s), and School Resource Officer(s), shall be based on an administrative schedule of five (5) consecutive weekdays of work followed by two (2) consecutive weekend days off. Employees assigned to specialty positions and working an administrative schedule will be granted (17) additional administrative days off to use during the course of the year to use at the discretion of the employee(s) and in agreement with the Chief of Police. Employees assigned to specialty

assignments such as Detective(s) and School Resource Officer(s) shall not be considered as manpower when filling scheduled patrol shifts for patrol coverage with the exception of the SRO from July 1 to September 1.

Officers assigned to specialty assignments shall be compensated at a rate of \$1.20 per hour which shall be considered part of their annual salary for overtime and pension purposes.

**ARTICLE 33. DURATION**

This Agreement shall take effect July 1, 2021 and shall remain in effect through June 30, 2023 and shall continue in effect after June 30, 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, 2019, or at least ninety (90) days prior to June 30th of any continued year.

When notice of change is given, the nature of 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. Contract can be opened the second and third year for wage discussions only.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives on this 26 day of May, 2021.

**FOR THE TOWN OF BLACKSTONE**

**FOR BLACKSTONE POLICE UNION**

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*AJ Berman 5/26/21*

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**FOR THE TOWN OF BLACKSTONE**

**FOR BLACKSTONE POLICE UNION**

*Ronald Dubois*

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*[Signature]*

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*Ryan Caldwell*

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*Al Berman 5/26/21*