

**Memorandum of Agreement
Town of Blackstone and American Federation of State, County and
Municipal Employees Clerical Union Local 1709B**

The Town of Blackstone, acting by and through its Board of Selectmen ("Town"), and the American Federation of State, County, and Municipal Employees Clerical Union, Local 1709B ("Union"), hereby agree to amend the Collective Bargaining Agreement between the Town and the Union as follows:

1. Article 1- Recognition

a. Section A

i. The Employer recognizes the Union as the sole and exclusive

bargaining agent for the following employees who regularly work
nineteen point five (19.5) or more hours per week at the Municipal
Center described as follows: Administrative Assistant/Assessor's
Office, ~~Assessor's Clerk~~, Assistant Collector, ~~Ambulance Billing,~~

~~Assistant Town Accountant~~, Assistant Town Clerk, Assistant Treasurer,
~~Bookkeeper/Fire Secretary~~, DPW Secretary (2), ~~Library Aide,~~

~~Municipal Director of Administrative and Recycling Services,~~

Nutrition/~~Fitness & Activities~~ Coordinator, Outreach Coordinator,

Senior Library Tech/Head of Circulation, Town Clerk Office Assistant,

Transportation Coordinator and ~~Water/Sewer Secretary Municipal~~

~~Secretary (2)~~, excluding the Department Heads, Secretary to the Board
of Selectmen, ~~Secretary~~ Executive Assistant to the Town Administrator
and Assistant Town Accountant.

2. Article 2- Discrimination and Coercion, Bullying, Harassment, Inequities and

Work Environment

a. There shall be no discrimination of **any kind** by the Department Heads or
other agents of the Employer against any employee because of his activity or
membership in the Union **or for any other reason**. The Employer further
agrees that there will be no discrimination against any member for this
adherence to any provision of this Agreement. **In addition, the Employer will
create a safe environment for all bargaining unit members.**

3. Article 3- Grievance and Arbitration Procedure

a. 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 and/or Town Administrator of the appropriate Board
within ~~ten (10)~~ **fifteen (15)** consecutive working days of the date of
grievance. The Department Head and/or Town Administrator shall meet and
attempt to adjust the matter and shall respond to the Steward within ~~(10)~~
fifteen (15) consecutive working days.

b. Step 2. If the grievance has not been settled, it shall be presented in writing to the Board of Selectmen within ~~ten (10)~~ fifteen (15) consecutive working days after the Department Head and/or Town Administrator response is due. The Board of Selectmen shall meet and respond to the Steward in writing within ~~ten (10)~~ fifteen (15) consecutive working days.

c. Add Step 3. Restorative Practices by Mutual Agreement (Union & Employer). The American Federation of State County and Municipal Employees (AFSCME) and the Town of Blackstone are committed to creating a workplace that is inclusive, cares for staff needs, and helps to resolve conflicts in collaborative ways. To that end, if members of AFSCME have a conflict to resolve, AFSCME will work with the Town to support members in resolving the conflict and restoring the professional relationship between/among members.

Such restorative practices must be mutually agreed upon by all parties involved in the conflict. Parties also agree that engaging in this restorative practice is by choice and is not punitive. All parties understand that choosing to engage in this process will be confidential. Exceptions to confidentiality:

- Threat to self-harm
- Threat, involvement in or actual harm to another individual

The restorative practice shall continue through the grievance process up to and including arbitration or other applicable remedies as deemed appropriate by the parties.

d. Step ~~3~~ 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)~~ thirty (30) 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 ~~3~~ 4, the arbitration proceedings shall be conducted by the ~~American Arbitration Association Labor Relations Connection~~ pursuant to its rules and regulations.

The decision of the arbitrator, within the scope of her/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/her job

with all compensation and privileges that would have been due said employee.

The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony and agreement 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 ~~3~~ 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, therefore.

4. Article 5- Hours of Work

- a. Update positions to include only: Assistant Treasurer, Administrative Assistant to Assessor's Office, Assistant Collector, Assistant Town Clerk, Outreach Coordinator, Administrative Coordinator of DPW, Water & Sewer, DPW Secretary, Municipal Secretary, Nutrition & Activities Coordinator, Senior Library Tech/Head of Circulation, Town Clerk Office Assistant, Transportation Coordinator.
- b. The normal work week shall consist of four (4) consecutive days for the Town Hall for the following positions: Assistant Treasurer, Administrative Assistant to Assessor's Office, Assistant Collector, Assistant Town Clerk, Municipal Secretary, and Town Clerk Office Assistant.
- c. The Town has the right to increase or change the normal working hours of any employee based on the needs of the Department as determined by the Town Administrator, including changing the schedule or the total number of hours previously worked, as long as it gives the Union ~~two (2) weeks~~ twenty (20) day notice and will be implemented by seniority and bargaining with the Union over such changes.

5. Article 6- Overtime

- a. Add All regular overtime and time and one-half overtime shall be approved by the Town Administrator prior to any hours being worked.

6. Article 8- Union Representative

- a. Update 30-minute orientation to 1 hour.

	33.5-hour employee	26-hour employee	24-hour employee	19.5-hour employee	
6	33.5	26	24	19.5	
months					
year 1	67	52	48	39	
year 2	67	52	48	39	
year 3	67	52	48	39	
year 4	67	52	48	39	
year 5	100.5	78	72	58.5	
year 6	100.5	78	72	58.5	
year 7	100.5	78	72	58.5	
year 8	100.5	78	72	58.5	
year 9	100.5	78	72	58.5	
year 10	100.5	78	72	58.5	
year 11	134	104.00	96	78	
year 12	134	104.00	96	78	

CLERICAL UNION VACATION ACCRUAL

8. Article 10- Vacation Leave
- a. Time shall be accrued on July 1 as follows:

- a. Add Juneteenth to holidays
- b. Employee must work the day prior and the day after a holiday in order to receive holiday pay OR be in paid status using accrued vacation or personal time. If an employee is using sick leave, holiday pay may be paid if a doctor's note is provided to the Town Administrator.

7. Article 9- Holidays

- b. Add The Union Representative (Steward) will have time to inform new members of the benefits of Union membership. The steward will provide any relevant material including the current Agreement. The Employer agrees to notify the steward/s of any new bargaining unit members within the first five (5) days of employment.
- c. Add The Employer agrees to deduct from the wages of any bargaining unit employee a FEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employer and may be revoked by the employee at any time by giving written notice to the Employer and the Union. The Employer agrees to remit any deduction made pursuant to the provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to indemnify and hold harmless the Employer for any matters related to this deduction.

year 13	134	104.00	96	78
year 14	134	104.00	96	78
year 15	167.5	130.00	120	97.5
year 16	167.5	130.00	120	97.5
year 17	167.5	130.00	120	97.5
year 18	167.5	130.00	120	97.5
year 19	167.5	130.00	120	97.5
year 20+	210	156.00	144	117

- b. Carryover of up to 1 week with no approval required from the Town Administrator. Carried over time shall expire the following June 30th if not used.

9. Article 11 ~~Funeral~~ Bereavement Leave

- a. Add Additional accrued time (sick, personal, or vacation) may be used if additional Bereavement Leave is needed.

10. Article 16- Leave of Absence

- a. Separate section for personal time (Section A)
- b. Permanent full-time employees who have completed their probationary period shall be eligible for ~~two (2)~~ 21 hours of personal time with pay within each fiscal year.

11. Article 17- ~~Maternity~~ Leave Parental Leave

12. Article 20- Miscellaneous Provisions

- a. 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~~ written notice, as follows:

13. Article 22- Storm Days

- a. Should the Town Hall close for inclement weather all employees shall be paid for their regular scheduled hours. In cases where the Town Administrator has not closed the Town Hall and an employee chooses to leave early, come in late, or remain absent for the day, vacation or personal time must be used in order to be paid.

14. Article 23- Sick Leave

- a. Each employee shall be credited with sick leave accumulation at the rate of 8.75 hours per month for 33.5-hour employees. Sick time accrual shall be prorated for all other employees based off their regularly scheduled hours.
- b. Update all reference of 120 days to 840 hours

a. Add Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

b. Employees shall **voluntarily** tender the initial fee (if any) ...

a. Remove step 1 and make current step 2 the new step 1
b. Add another step onto the end using average percentage between steps (7.45%)
c. July 1, 2024, no % increase due to adjustment to steps
July 1, 2025, 3% increase
July 1, 2026, 2.5% increase

Effective July 1, 2025				1	2	3	4	5
Assistant Collector	33.5	21.09	22.66	24.35	26.16	28.11		
Assistant Treasurer	33.5	21.09	22.66	24.35	26.16	28.11		
Assistant Town Clerk	33.5	21.09	22.66	24.35	26.16	28.11		
Town Clerk Office Assistant	26	19.10	20.76	22.05	23.79	25.56		
DPW Secretary	33.5	21.09	22.66	24.35	26.16	28.11		
DPW Secretary	33.5	21.09	22.66	24.35	26.16	28.11		
Municipal Secretary	33.5	21.09	22.66	24.35	26.16	28.11		
Municipal Secretary	19.5	19.10	20.76	22.05	23.79	25.56		
Senior Library Tech/Head of Circulation			33.5	21.09	22.66	24.35	26.16	28.11

Administrative Assistant/Assessor's Office	33.5	21.09	22.66	24.35	26.16	28.11
Nutrition & Activities Coordinator	33.5	21.09	22.66	24.35	26.16	28.11
Outreach Coordinator	33.5	21.09	22.66	24.35	26.16	28.11
Transportation Coordinator	24	19.10	20.76	22.05	23.79	25.56

Effective July 1, 2026						
	1	2	3	4	5	
Assistant Collector	33.5	21.62	23.23	24.96	26.81	28.81
Assistant Treasurer	33.5	21.62	23.23	24.96	26.81	28.81
Assistant Town Clerk	33.5	21.62	23.23	24.96	26.81	28.81
Town Clerk Office Assistant	26	19.57	21.28	22.60	24.39	26.20
DPW Secretary	33.5	21.62	23.23	24.96	26.81	28.81
Municipal Secretary	33.5	21.62	23.23	24.96	26.81	28.81
Municipal Secretary	19.5	19.57	21.28	22.60	24.39	26.20
Senior Library Tech/Head of Circulation	33.5	21.62	23.23	24.96	26.81	28.81
Administrative Assistant/Assessor's Office	33.5	21.62	23.23	24.96	26.81	28.81
Nutrition & Activities Coordinator	33.5	21.62	23.23	24.96	26.81	28.81
Outreach Coordinator	33.5	21.62	23.23	24.96	26.81	28.81
Transportation Coordinator	24	19.57	21.28	22.60	24.39	26.20

17. Article 26- Effective Date
a. July 1, 2024 through June 30, 2027

18. Article 27- Longevity

- a. Completion of 30 years- remove one week paid
b. Add an additional \$1.50 per hour for any employee who has completed 30 years of service

19. Article 28- Job Posting & Bidding

- a. When a position covered by this Agreement becomes vacant and the Town decides to fill it, the following process shall be followed:

Upon notification by the Town Administrator, the Union Steward(s) shall post the vacancy in a conspicuous location within the Town Hall and notify their members of the vacancy. The posting will include details such as the pay range, duties, and qualifications required for the position. The Union shall be provided with a bulletin board specifically for such postings.

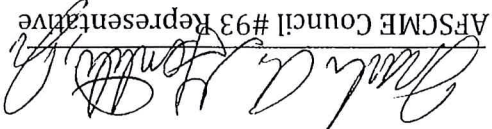
The vacancy notice shall remain posted for seven (7) working days. During this period, the Town reserves the right to advertise the position externally, beyond the Town Hall posting, to attract qualified candidates outside the Union membership.

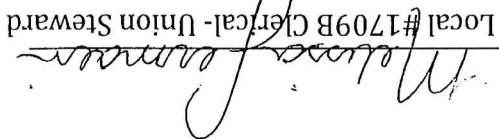
Bargaining Unit Members who are interested in the position must apply in writing to the Town Administrator within the posting period.

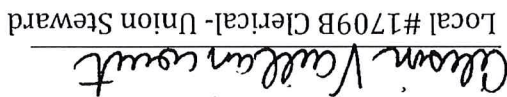
The Town will award the position to the most qualified applicant, whether or not they are a bargaining unit member. The selection will be based on the applicant's past work performance, skills, and abilities, as determined by the Town Administrator. In evaluating candidates, the Town Administrator will give consideration to qualified candidates from within the bargaining unit when hiring for the vacant position.

This agreement entered into this 20th day of November, 2024.

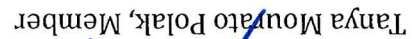
AFSCME, AFL-CIO: Council #93, Clerical Union

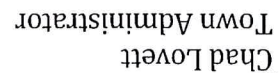

Daniel A. Keefe, Vice Chair


Michael Sweeney, Clerk


Mary Bulso, Member

Local #1709B Clerical- Union Steward


Tanya Moutato Polak, Member


Chad Lovett
Town Administrator