

Memorandum of Agreement
Town of Blackstone and American Federation of State, County and Municipal
Employees AFL-CIO, Council No. 93, 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 AFL-CIO, Council No. 93, Local 1709B ("Union"), hereby agree to amend the Collective Bargaining Agreement between the Town and the Union as follows:

1. Article 1- Recognition

- a. Remove reference of Secretary from all articles.

2. Article 3- Grievance and Arbitration Procedures

- a. ~~STEP 1. The Union Steward and/or representative, with or without the aggrieved employee,~~ The Grievant and the Union 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.
- b. 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~~ Grievant and the Union in writing within ten (10) consecutive working days.
- c. STEP 4. In the event that a grievance is presented for arbitration in accordance with Step 4, the arbitration proceedings shall be conducted by the ~~State Board of Conciliation and Arbitration~~ Labor Relations Connection or the Department of Labor Relations pursuant to its rules and regulations.

3. Article 5- Hours of Work

- a. Holidays, Personal Days, Vacation, Sick and Incentive Days will be calculated as 12 hours, vacation hours will be calculated in hours.

4. Article 6- Overtime

- a. Remove all verbiage of "Secretary"
- b. 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.
- c. Any employee having been called back to work on the same day after having completed ~~his~~ their assigned work and left ~~his~~ their place of employment and before ~~his~~ their 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.
- d. 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.~~

5. Article 9- Holidays

- a. Add Juneteenth to list of holidays
- b. Remove verbiage of "Secretary" from any reference in article

6. Article 10- Vacation Leave

- a.

Completion of one (1) year of service	120 hours
Completion of five (5) years of service	180 hours
Completion of ten (10) years of service	240 hours
Completion of fifteen (15) years of service	300 hours
Completion of twenty (20) years of service	360 hours
Completion of twenty one (21) years of service	384 hours
Completion of twenty two (22) years of service	408 hours
Completion of twenty three (23) years of service	420 hours
- b. All vacations of more than two (2) ~~days~~ consecutively scheduled shifts must be requested at least five (5) weeks in advance and must not be unreasonably denied by the appropriate supervisory authority.
- c. There will be a buyback of vacation time not to exceed (80) hours for unused days to be given to the employee at ~~the employee's anniversary date~~ in the first pay period in January of each fiscal year. The employee shall submit a request for the buyback in writing to the Chief prior to the Monday of that pay period.
- d. Insert Paragraphs 5, 6, & 7 from Article 16- Leaves of Absence immediately after paragraph 1
- e. Update language from relocated paragraph 5 from "leave of absence" to "personal days"
- f. Update language in original paragraph 2 from "incentive days" to "personal days"

7. Article 11- ~~Funeral Bereavement Leave~~

8. Article 16 Leaves of Absence

- a. Remove Paragraphs 5, 6, & 7 (relocated to Article 10-Vacation Leave immediately after paragraph 1)

9. Article 18- Probation Period

- a. The first ~~twelve (12)~~ six (6) months of service shall be considered to be the probation period.

10. Article 23- Sick Leave

- a. Each employee shall be credited with sick leave accumulation at the rate of one-and-one-quarter (1-1/4) days or fifteen (15) hours for each completed calendar month of service. Sick leave shall be accumulated up to ~~one hundred twenty (120) days~~ nine hundred and sixty (960) hours.
- b. Add "If the Town requires an employee to be examined by a Town designated physician, the Town will cover all costs of said service."

11. Article 24- ~~Union Membership Dues and Initiation Fees Payroll Deductions~~

- a. Include Union Card in agreement
- b. During the life of this agreement and in accordance with the terms of the form of authorization of check off of duties hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the constitution of the union from

the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union business office of the Union at 8 Beacon Street, 6th Floor Boston, Ma along with a list roster of employees which includes; name, address, phone number, date of birth, hire date, and position/title who have had said dues deducted.

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.

The employer agrees to deduct from the wages of any Employee who is a member of the Union, a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this 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.

12. Article 25- Classification and Wages

- a. Remove all verbiage of "Secretary"
- b. Replace Wage Scale

Effective July 1, 2024	0-1	1-2	2-3	3-4	Over 4
Dispatcher	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.50

Effective July 1, 2025	0-1	1-2	2-3	3-4	Over 4
Dispatcher	\$ 22.50	\$ 23.50	\$ 24.50	\$ 26.50	\$ 28.50

Effective July 1, 2026	0-1	1-2	2-3	3-4	Over 4
Dispatcher	\$ 23.00	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00

- c. Add "The included wage scale reflects yearly step adjustments and there shall be no COLAs reflected in this agreement".

13. Article 26- Effective Date

- a. This agreement shall become effective as of ~~July 1, 2016 and shall continue in full force and effect until June 30, 2019~~ July 1, 2024 and shall continue in full force and effect until June 30, 2027; 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.

14. Article 29- Reporting to Work

- a. Remove in its entirety: 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.

15. New Article- Court Appearances

- a. If a Dispatcher is required to attend a court hearing or other Commonwealth of MA mandated criminal case duties while off duty, they will be compensated time and one-half per hour, but no less than 4 hours in total.

16. New Article- Grievance Procedure

- a. Employees covered by this collective bargaining agreement will not be disciplined, suspended, or discharged without just cause.

17. New Article- Labor Management

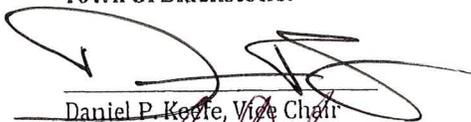
- a. The Union shall designate a standing committee for two (2) employees of the department whose rates and conditions of employment are covered by this agreement, which committee shall meet with Management at the request of either party for the purpose of discussing matters coming within or out of the scope of this agreement.

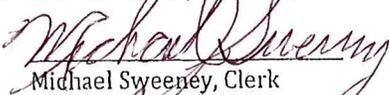
Such meeting shall be held at the Department Office at the convenience of both parties, if possible, within ten (10) days from the date upon which such request is received.

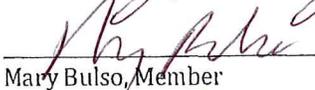
The party requesting the meeting shall submit to the other party at time of the request an agenda of matters to be discussed.

****Table of Contents to be provided in the integrated contract****

Town of Blackstone:


Daniel P. Keefe, Vice Chair

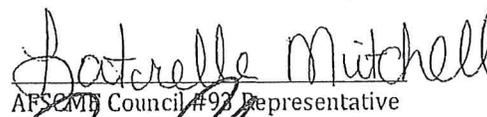

Michael Sweeney, Clerk


Mary Bulso, Member


Tanya Mourato Polak, Member


Chad Lovett
Town Administrator

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

 1/3/25
AFSCME Council #93 Representative


Local #1709B Dispatch- Union Steward


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