

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF BLACKSTONE AND
THE BLACKSTONE PROFESSIONAL FIREFIGHTERS-EMS ASSOCIATION**

WHEREAS, the Town of Blackstone (“Town”) is a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 15 St. Paul Street, Blackstone, MA 01504;

WHEREAS, the Blackstone Professional Firefighters-EMS Association, IAFF Local 4139 (“Union”) is the exclusive bargaining representative for the purposes of M.G.L. Chapter 150E for certain employees of the Blackstone Fire Department (“Department”);

WHEREAS, the Union filed a grievance on October 4, 2024 arguing that the Town violated Articles 21, 26 and 29 of the collective bargaining agreement (“CBA”) between the Town and Union (“Parties”) related to the payment of stipends pursuant to the same;

WHEREAS, in lieu of protracted litigation, the parties have agreed to resolve the grievance by entering into this Agreement and agreeing to various changes to the current CBA listed below;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree as follows:

1. Amendments to CBA: The Parties agree to amend the CBA according to the following revisions. The Parties also agree to integrate these revisions into the next fully updated CBA following the expiration of the current agreement.
 - a. Article 21 – The Parties agree that the Paramedic and Advanced/Cardiac stipends shall be prorated and included in an employee’s base rate of pay. As such, the prorated stipend amounts shall be included in the employee’s regular rate for the purposes of calculating overtime.
 - b. Article 26 – Firefighters who have completed trainings recognized by the Commonwealth of Massachusetts and which are certified by Pro-Board or IFASC shall receive an annual payment of \$50 for each certification. The maximum payment for any individual firefighter shall be \$250 per year.
 - c. Article 29 – Each firefighter shall be able to perform twenty (20) hours of training each fiscal year. Said training shall be completed during the firefighter’s regularly scheduled shift and at the Fire Chief’s discretion.
 - d. New Article – Second Ambulance – The Union agrees that, in consideration for the above-referenced revisions to the CBA, the Town shall have the right to operate a pilot program with the right to staff a second ambulance, to be operated by one per diem employee. The Union agrees and acknowledges that its members shall have no

exclusive right to the work performed by the per diem employee. All assignments to the second ambulance shall be at the discretion of the Chief or his designee.

2. Withdrawal of Claims/Release by Union: The Union hereby agrees to immediately withdraw its grievance filed on October 4, 2024, with prejudice. The Union also hereby releases and forever discharges the Town, its agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees") for all claims or causes of action regarding the instant grievance from the beginning of time up until the date of this Agreement.
3. Non-Precedential: The Parties agree that this Agreement shall apply only to the instant matters and shall not, either in whole or in part, serve as precedent in any other matter or dispute between the Town and any other employee and shall not create a precedent in any other matter. No party hereto shall introduce this Agreement into any other case for any reason at any time except to enforce its terms.
4. Knowing and Voluntary; Review by Counsel: The parties each agree and acknowledge that they have carefully read and fully understand all of the provisions of this Agreement, and that they are entering into this Agreement knowingly and voluntarily. The parties further each agree that they have had the opportunity to review and discuss this Agreement with counsel, and that, to the extent that they desired to do so, they have done so without interference prior to executing this Agreement.
5. Interpretation and Enforcement of Agreement: This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and may be enforced only in and by the courts located in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction over this matter.
6. Severability: Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.
7. Completeness of Agreement; Integration: This Agreement, executed in duplicate and each copy of which shall be considered an original, contains all of the terms and conditions agreed upon by the parties with reference to the subject matters contained herein. Except as set forth herein, no other agreement, oral or otherwise, will be considered to exist or to bind either of the parties. No representative of either party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be supplemented, rescinded, waived, modified or amended, except by a written instrument signed by all parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

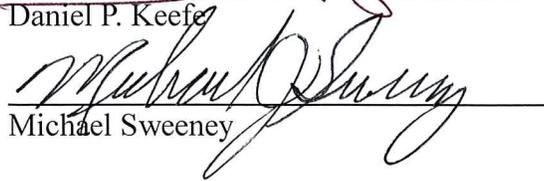
For the Town of Blackstone:



Daniel P. Keefe

1-14-2025

Date



Michael Sweeney

1-14-2025

Date

Tanya Polak



Mary Bulso

Date

1-14-25

Date



Chad Lovett, Town Administrator

1-14-25

Date

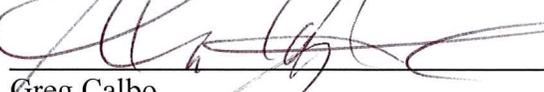
For the Blackstone Professional Firefighters-EMS Association – IAFF Local 4139:



Sam Blake Jr.

1-14-25

Date



Greg Calbo

1-14-25

Date



Anthony Iannetti

1-14-25

Date