

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE TOWN OF BLACKSTONE**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES**  
**AFL-CIO, COUNCIL 93, LOCAL 1709-**  
**BLACKSTONE DEPARTMENT OF PUBLIC WORKS EMPLOYEES**

**1. Duration of Agreement- July 1, 2024, through June 30, 2027**

**2. Article 3- Grievance and Arbitration Procedures**

- a. Step 1- The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance in writing with the Superintendent of Public Works or designee within three (3) working days of the date of the grievance. ~~The Director of Public Works~~ Superintendent of Public Works or designee shall attempt to adjust the matter and shall respond to the steward within three (3) working days.
- b. Step 2- If the grievance has not been settled, it shall be presented in writing to the Town Administrator within three (3) working days after the ~~Director of Public Work's~~ Superintendent of Public Works or designee's response is due. The Town Administrator will meet with the grievant and the Union regarding the grievance. The Town Administrator shall respond in writing within seven (7) working days.
- c. Step 3- If the grievance has not been settled, it shall be presented in writing to the Board of Selectmen within three (3) working days after the Town Administrator's response is due. The Grievant and the Union shall have the opportunity to present the grievance in person to the Board of Selectmen either in a special Executive Session or at the next scheduled meeting in Executive Session. The Board of Selectmen shall respond to the ~~steward~~ Grievant and the Union in writing within seven (7) days.
- d. Step 4- If the grievance has not been settled and if the grievance involves the interpretation or application of any provisions of this contract with respect to the wages, hours or working conditions of any union member covered by this contract the union may, within fifteen (15) 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, the arbitration proceedings shall be conducted by the ~~American Arbitration Association~~ Labor Relations Connection pursuant to its rules and regulations.

**3. Article 5- Job Posting and Bidding**

- a. When a position covered by this contract becomes vacant or a ~~new~~ newly bargained position is created, such position shall be internally posted on the bulletin board ~~in the highway garage~~ located next to the Time Clock in the Corrosion Building. for a period of ~~seven (7)~~ ten (10) working days if the Employer decides to fill the vacant position. It shall be the responsibility of

the union steward to post the job posting on the bulletin board after notification from the Town Administrator. Employees wishing to be considered for such a position shall notify the superintendent or his designee in the ~~seven (7)~~ ten (10) working day posting period if the Employer decides to fill the vacant position. The Town may request that the union waive the 10-working day posting requirement and if mutually agreed upon the position may be posted externally.

The selection of a candidate to fill the vacancy shall be based on qualifications and ability as determined by the ~~Director of Public Works~~ Superintendent of Public Works or designee. Where qualifications and ability are relatively equal, the current employee shall be given preference. Seniority shall be the determining factor between two or more current employees where there is a relatively equal choice. In cases where no promotion is involved, the ~~Director or his designee~~ Superintendent of Public Works or designee shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. In cases where a promotion is involved, the ~~Director or his designee~~ Superintendent of Public Works or designee shall be the sole judge of qualifications.

#### 4. Article 7- Overtime

- a. ~~Any employee called out to work during a state of emergency declared by the Commonwealth of Massachusetts of the Town of Blackstone Board of Selectmen shall be paid two (2) times his regular rate for work during the state of emergency provided reimbursement is received from the Commonwealth of Massachusetts.~~
- b. Once an employee reaches the status of double time pay for snow and sanding operations, the employee will remain in double time pay status through the end of that snow event.
- c. Add new paragraph – Scheduled Overtime  
For the purposes of Wells, Water Treatment, and Sewer duties, four (4) hours of Overtime will be scheduled on both weekend days. The four (4) hours can be a combination of in-person and on-call status. If scheduled Overtime occurs on a Sunday or a Holiday, employees will be paid double time. An oncall rotation list will be provided to all employees ahead of time with the time period to be determined by the union.

#### 5. Article 11- Holidays

- a. Add Employees may use accrued time the day before or the day after a Holiday in order to receive Holiday pay. If accrued sick time is used, a doctors note shall be required in order to receive holiday pay.
- b. Add Juneteenth to list of holidays

## 6. Article 12- Vacations

- a. Change language regarding vacation accrual to grid below

| VACATION ACCRUAL |                          |  |
|------------------|--------------------------|--|
| Years of Service | Hours received on July 1 |  |
| 6 months         | 40                       | *given upon reaching 6 months of service     |
| year 1           | 40                       | *given upon reaching 1 year of service       |
| year 2           | 80                       |  |
| year 3           | 80                       |  |
| year 4           | 80                       |  |
| year 5           | 120                      |  |
| year 6           | 120                      |  |
| year 7           | 120                      |  |
| year 8           | 120                      |  |
| year 9           | 120                      |  |
| year 10          | 160                      |  |
| year 11          | 160                      |  |
| year 12          | 160                      |  |
| year 13          | 160                      |  |
| year 14          | 160                      |  |
| year 15          | 200                      |  |
| year 16          | 200                      |  |
| year 17          | 200                      |  |
| year 18          | 200                      |  |
| year 19          | 200                      |  |
| year 20          | 240                      |  |
| year 21          | 240                      |  |
| year 22          | 240                      |  |
| year 23          | 240                      |  |
| year 24          | 240                      |  |
| year 25          | 280                      |  |
| year 26          | 280                      |  |
| year 27          | 280                      |  |
| year 28          | 280                      |  |
| year 29          | 280                      |  |
| year 30+         | 280                      | *also receive 1 week (40 hours) paid in July |

- b. All vacations must be approved by the ~~Director~~ Superintendent of Public Works or designee. All vacations of more than two (2) days must be requested at least ~~five (5) weeks~~ ten (10) working days in advance and must not be unreasonably denied by the ~~Director~~ Superintendent of Public Works or designee, subject to the needs of the department and the need to limit the number and classification of employees on vacation at any one time. 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~~ ten (10) working day requirement may be waived with the permission of the ~~Director~~ Superintendent of Public Works or designee, if there is no conflict with other bargaining unit members' vacations that have previously been scheduled.

**7. Article 13- ~~Funeral Leave~~ Bereavement Leave**

- a. Add Domestic Partner and Step Child for five (5) working days of bereavement leave.
- b. Add Additional accrued time may be used if additional Bereavement Leave is needed.

**8. Article 15- Health and Welfare**

- a. 5.) Eyecare expenses will be covered if glasses are required for the job or if glasses are damaged on the job up to a total of \$850 per year.

**9. Article 16- Uniforms and Protective Clothing**

- a. ~~July, 2021, July 2022, July 2023~~ For the terms of this contract, ~~\$1500.00~~ \$1750.00 payable in July ~~(\$750)~~ (\$875) and January ~~(\$750)~~ (\$875) to each employee for clothing and boots which they will clean and maintain for which the Superintendent of Public Works or designee will approve but for which the Town Administrator or designee has final approval.

If any ~~employer~~ employee is required to wear protective clothing, gear and equipment or any type of protective device as a ~~condition of employment~~ OSHA requirement or Department of Labor Standard, such protective clothing, gear and equipment, or protective device shall be furnished to the employee by the employer and the cost of maintaining the protective clothing, gear and equipment in proper working condition shall be paid by the employer. There shall be a line item in each budget for the /town to provide protective gear and equipment. ~~Each employee will be personally responsible for paying any fine imposed by OSHA due to any clothing, protective gear and equipment violation.~~

**10. Article 17- Safety Committee**

- a. Add The Safety Committee shall meet no less than two times per year.

**11. Article 18- Miscellaneous Provisions**

- a. No discrimination - the parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation/identification or age and that such persons shall receive the full protection of this agreement.
- b. Replace Union address with AFSCME Council 93, 21 Wilbraham St. Building 51, Suite 201, Palmer MA 01069.
- c. Update Annual Stipends to:
  - o 1D License \$1,000
  - o 1T License \$1,000
  - o 2D License \$1,300
  - o 2T License \$1,500
  - o Backflow Tester/Surveyor \$1,000
  - o Hoisting Engineer \$500 (only one payment per employee per year)

Annual Stipends to be paid in the last pay period per fiscal year.

- d. Replace Hourly Wage Increases for license holders to:

|            | FY2025  | FY2026  | FY2027  |
|------------|---------|---------|---------|
| 1D License | \$ 1.25 | \$ 1.50 | \$ 1.50 |
| 1T License | \$ 1.75 | \$ 2.00 | \$ 2.00 |
| 2D License | \$ 2.00 | \$ 2.25 | \$ 2.25 |
| 2T License | \$ 2.75 | \$ 3.00 | \$ 3.00 |

**12. Article 19- Sick Leave**

- a. All ~~vacation~~ sick time will be based on a fiscal rather than calendar year.
- b. 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.
- c. Include Domestic Partner in family sick days.
- d. Add that an employee may use other accrued time such as vacation, personal, or holiday to make up the difference between workers compensation and their regular base pay.
- e. Payment of one-half of accumulated sick leave after ~~one hundred and twenty (120) days~~ 980 hours if within the most current year in which the employee is eligible for such sick leave accumulation in excess of ~~one hundred and twenty (120) days~~ 980 hours the employee has not used more than five (5) sick days in that Fiscal Year.
- f. Separate out Personal Days into it's own section
- g. Increase from 2 days to 2.5 days of personal time per year

**13. Article 20- Union Dues and Initiation Fees**

- a. Replace entire article with the following:

Employees shall tender the monthly membership dues by signing the authorization of dues form (attached). During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues 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 to the business office of the Union at 8 Beacon Street, 6<sup>th</sup> Floor, Boston MA along with a roster of employees which includes; name, address, phone number, hire date and position/title who have had said dues deducted. Such authorization shall not be revocable for a period of 60 days or until the termination of this contract or renewals thereof, whichever is earlier, and the revocation shall not be effective until 60 days after written notice thereof has been given to the District and AFSCME Council 93.

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 employee from whose pay such deductions have been made and the amount deducted during the

period covered by the remittance provision promptly to the Union together with an itemized statement showing the name of each.

**14. Article 21- Classification and Wages**

- a. ~~July 1, 2021-2.0%~~ July 1, 2024 0% increase due to wage scale update  
~~July 1, 2022-2.5%~~ July 1, 2025 3% increase  
~~July 1, 2023-2.5%~~ July 1, 2026 2.5% increase

| <b>Fiscal Year 2025</b>                            |            |            |               |
|--|------------|------------|---------------|
| Effective July 1, 2024                             | <b>0-2</b> | <b>2-3</b> | <b>Over 3</b> |
| Laborer  | \$ 20.64   | \$ 21.94   | \$ 23.03      |
| Truck Driver                                       | \$ 22.71   | \$ 24.12   | \$ 25.33      |
| Light Equipment Operator                           | \$ 23.46   | \$ 24.93   | \$ 26.18      |
| Mechanic   | \$ 24.17   | \$ 25.67   | \$ 26.95      |
| Leadman  | \$ 24.65   | \$ 26.17   | \$ 27.48      |
| Working Foreman                                    | \$ 24.77   | \$ 26.38   | \$ 27.70      |
| Skilled Laborer                                    | \$ 21.34   | \$ 22.67   | \$ 23.81      |
| Caretaker/Skilled Laborer w CDL & Hoisting License | \$ 23.35   | \$ 24.80   | \$ 26.04      |

| <b>Fiscal Year 2026</b>                            |            |            |               |
|--|------------|------------|---------------|
| Effective July 1, 2025                             | <b>0-2</b> | <b>2-3</b> | <b>Over 3</b> |
| Laborer  | \$ 21.26   | \$ 22.60   | \$ 23.72      |
| Truck Driver                                       | \$ 23.39   | \$ 24.84   | \$ 26.09      |
| Light Equipment Operator                           | \$ 24.16   | \$ 25.68   | \$ 26.96      |
| Mechanic   | \$ 24.90   | \$ 26.44   | \$ 27.76      |
| Leadman  | \$ 25.39   | \$ 26.96   | \$ 28.30      |
| Working Foreman                                    | \$ 25.52   | \$ 27.17   | \$ 28.53      |
| Skilled Laborer                                    | \$ 21.98   | \$ 23.35   | \$ 24.52      |
| Caretaker/Skilled Laborer w CDL & Hoisting License | \$ 24.05   | \$ 25.54   | \$ 26.82      |

| <b>Fiscal Year 2027</b>                            |            |            |               |
|--|------------|------------|---------------|
| Effective July 1, 2026                             | <b>0-2</b> | <b>2-3</b> | <b>Over 3</b> |
| Laborer  | \$ 21.80   | \$ 23.16   | \$ 24.32      |
| Truck Driver                                       | \$ 23.98   | \$ 25.46   | \$ 26.74      |
| Light Equipment Operator                           | \$ 24.77   | \$ 26.32   | \$ 27.64      |
| Mechanic   | \$ 25.52   | \$ 27.10   | \$ 28.45      |
| Leadman  | \$ 26.02   | \$ 27.63   | \$ 29.01      |
| Working Foreman                                    | \$ 26.15   | \$ 27.85   | \$ 29.24      |
| Skilled Laborer                                    | \$ 22.53   | \$ 23.94   | \$ 25.13      |
| Caretaker/Skilled Laborer w CDL & Hoisting License | \$ 24.65   | \$ 26.18   | \$ 27.49      |

b. DEP Public Water Staffing Plan hourly wage increases

|            | FY2025 | FY2026 | FY2027 |
|------------|--------|--------|--------|
| Lead       | \$3.00 | \$3.25 | \$3.50 |
| Secondary  | \$1.75 | \$2.00 | \$2.25 |
| Additional | \$1.25 | \$1.50 | \$1.75 |

15. Article 23- Effective and Termination Date

- a. Replace dates with the following; July 1, 2024 to June 30, 2027

16. Add Article 24- Disciplinary Matters

- a. Add No DPW employee will be disciplined or discharged except for Just Cause.
- b. Add The principle of progressive discipline will be adhered to in disciplinary matters.
- c. Add If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

17. The Town agrees to work with the union to develop a CDL program.

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

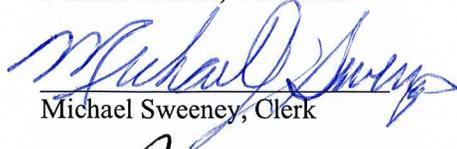
Town of Blackstone:

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

\_\_\_\_\_  
Brian Scanlan, Chairman



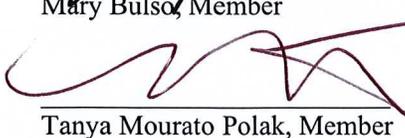
Daniel P. Keefe, Vice Chair



Michael Sweeney, Clerk



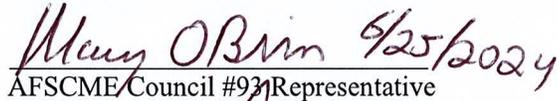
Mary Bulso, Member



Tanya Mourato Polak, Member



Chad Lovett  
Town Administrator

 9/25/2024  
AFSCME Council #93 Representative

 6/25/2024  
Local #1709 DPW- Union Steward

  
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