

**Memorandum of Agreement  
Between  
The Town of Blackstone  
and  
American Federation of State, County,  
And Municipal Employees  
AFL-CIO, State Council 93, Local 1709  
Town DPW Unit**

1. Duration:

Change effective dates to July 1, 2021 - June 30, 2024.

2. Housekeeping items (Yellow highlights in red-line CBA: "part-time" "time" (twice) "overtime", "during")

3. ARTICLE 3: GRIEVANCE AND ARBITRATION PROCEDURE

a) 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 before after the Town Administrator's response is due. The Board of Selectmen shall respond to the steward in writing within seven (7) days.

b) STEP 4: amend American Arbitration Association to: Department of Labor or by Mutual Selection. Change: "any employee or employees" to "union".

4. ARTICLE 7: OVERTIME

Amend second paragraph and add third paragraph (one line)

Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1-1/2) for all hours worked on recall, He will be guaranteed a minimum of four (4) hours pay at time and one-half (1-1/2). \*Any employee scheduled to work a weekend or a holiday overtime for wells will receive a minimum of three hours pay at time-and-one-half. Any employee scheduled to work a weekend or a holiday for sewers will receive a minimum of two three hours pay at time-and-one-half.

\*Upon training of the new Treatment plant of 2021-2022, the minimum of four hours pay at time-and-one-half.

5. ARTICLE 16 UNIFORMS AND PROTECTIVE CLOTHING

Amend years and amounts

July, 2016 ~~\$1250.00~~-\$1500.00 payable in July (~~\$625~~) \$750 and January (~~\$625~~); \$750 .July, 2017 & 2018, \$1500, payable in July (\$750) and January (\$750) to each employee for clothing which they will clean and maintain for which the Superintendent of DPW will approve but for which the Town Administrator has final approval. [\$1500 every FY (July \$750, January \$750) FY22, FY23, FY24]

## 6. ARTICLE 18 MISCELLANEOUS PROVISIONS

Amend as follows:

1. Bulletin board - announcement shall be posted in conspicuous place. ~~Pages~~ The parties to this agreement, ~~both of who~~ may use the bulletin boards for notices of routine nature, agree that it would be improper to post ~~denunciatory~~ defamatory or inflammatory written material on such bulletin boards.

2. Should any provisions of this agreement be found to be in violation of any federal or state law 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. No discrimination - the parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sex orientation or age and that such persons shall receive the full protection of this agreement.

9. Notices - any notice to be sent for the purpose of the other party of any termination, renewal or the desired changes or for other purposes, shall be addressed and sent by registered mail, postage prepaid, return receipt requested as follows:

EMPLOYER: Town Administrator, Town Hall, 15 St. Paul Street, Blackstone, Massachusetts

UNION: Mass, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, 4 Maple street, Springfield, MA 01103-21 Wilbraham Street, BLD 51; Ste. 201 Palmer, MA 01069

13. Delete: References to July 1, 1999 Probationary Period.

16. Employees who hold the following licenses will receive annual stipends as follows:

1D License-  
~~\$750~~ \$875

2DLicense~~\$1,000~~  
\$1,100

IT License  
~~\$750~~ \$875

2TLicense\$1,250

Backflow Tester/Surveyor---\$750.00

All licenses must stay in place for the term of the contract.

17. Employees who hold the following licenses will receive the following hourly wage increases:

1D License- ~~\$0.75~~ \$1.00

2 D License-- ~~\$1.25~~ \$1.75

1T License- ~~\$1.00~~ \$1.50

2 T License-\$2.50 [upon training at water filtration plant]

## 7. ARTICLE 19 SICK LEAVE

LEAVES OF ABSENCE: Add the following paragraph:

Parental Leave: Full-time employees 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 the age of 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 in section 105D.

**8. ARTICLE 20-A UNION DUES AND INITIATION FEES**

Amend as Follows:

Employees shall tender the initiation fee (if any) and monthly membership dues by the signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of checkoff of dues hereinafter set forth, the Employer agrees to deduct Union membership dues from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

In accordance with the provisions of Chapter 463 of the Acts of 1970, all employees in the bargaining unit shall, ~~as a condition of employment~~, voluntarily pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and to remain a member in good standing, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. For existing employees, such payment shall commence thirty-one (31) days following the date of their employment. The union agrees to indemnify the Town for damages or costs in complying with this article.

PEOPLE (Public Employees Organized to Promote Legislative Equality) Deductions:

The Town agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization form. 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 Town and the Union. The Town agrees to remit any deductions made pursuant to this provision. Union agrees to hold the Town harmless, including attorney fees, related to any employee payroll deductions made on behalf of the Union.

**9. ARTICLE 21 CLASSIFICATION AND WAGES**

July 1, 2021- 2.0%

July 1, 2022- 2.5%

July 1, 2023- 2.5%

The Town of Blackstone will direct deposit all employee's payroll checks into their designated bank account. \*\*\*Request to fill the Working Foreman Position (8 years vacant)/Side-letter

Effective July 1, 2021			
Laborer	\$18.44	\$19.36	\$20.54
Truck Driver	\$17.71	\$18.23	\$19.41
Light Equip Operator	\$18.25	\$19.45	\$20.66
Mechanic	\$18.82	\$20.03	\$21.27

Leadsman	\$19.18	\$20.44	\$21.70
Working Foreman	\$19.31	\$20.54	\$22.47
Skilled Laborer	\$16.61	\$17.69	\$18.80
Caretaker/Skilled/Laborer w/CDL & Hoisting License	\$18.21	\$18.73	\$19.91
Effective July 1, 2022			
Laborer	\$16.57	\$17.63	\$18.73
Truck Driver	\$18.24	\$18.78	\$19.99
Light Equip Operator	\$18.80	\$20.03	\$21.28
Mechanic	\$19.38	\$20.63	\$21.91
Leadsman	\$19.76	\$21.05	\$22.35
Working Foreman	\$19.89	\$21.16	\$23.14
Skilled Laborer	\$17.11	\$18.22	\$19.36
Caretaker/Skilled/Laborer w/CDL & Hoisting License	\$18.76	\$19.29	\$20.51
Effective July 1, 2023			
Laborer	\$17.07	\$18.16	\$19.29
Truck Driver	\$18.79	\$19.34	\$20.59
Light Equip Operator	\$19.36	\$20.63	\$21.92
Mechanic	\$19.96	\$21.25	\$22.57
Leadsman	\$20.35	\$21.68	\$23.02
Working Foreman	\$20.49	\$21.79	\$23.83
Skilled Laborer	\$17.62	\$18.77	\$19.94
Caretaker/Skilled Laborer w/CDL & Hoisting License	\$19.32	\$19.87	\$21.13

The position of Skilled Laborer Caretaker/in addition to the above, employees who hold the following positions on the DEP Public Water Staffing Plan will receive hourly wage increases as follows:

	FY 21	FY 22	FY 23	FY 24
Lead Operator	\$2.00	\$2.25	\$2.50	\$3.00
Second Operator	\$1.25	\$1.50	\$1.75	\$1.75
Additional Operator	\$0.75	\$1.00	\$1.00	\$1.25

#### 10. ARTICLE 22 LONGEVITY PAY

Amend as Follows:

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

- A. Completion of five (5) years \$1,250.00

- B. Completion of ten ( 10) years \$ 1,450.00
- C. Completion of fifteen ( 15) years \$ 1,650.00
- D. Completion of twenty (20) years \$ 2,100.00
- E. Completion of twenty five (25) years \$ 2,250.00

All step Increases under the longevity plan are subject to years of service completed. ~~prior to December 2005; 2006 and 2007.~~ All payments to be made on the employee's anniversary date.

Add: Employees shall complete continuous, uninterrupted service, including leaves of absence of three (3) months or less to be eligible for longevity payments.

10. ARTICLE 23: EFFECTIVE AND TERMINATION DATE

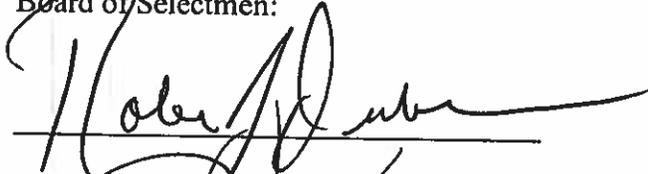
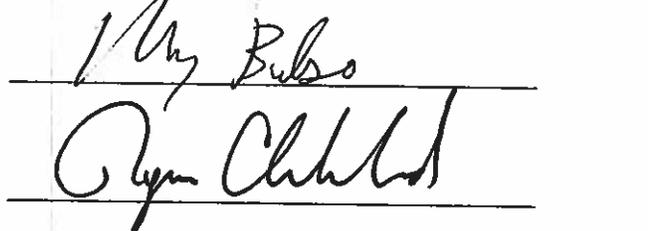
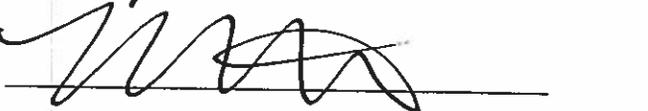
Effective date - ~~July 1, 2016 to June 30, 2019.~~ July 1, 2021 to June 30, 2024

11. ARTICLE 24 DRUG FREE WORKPLACE POLICY

Amend 4<sup>th</sup> paragraph as follows:

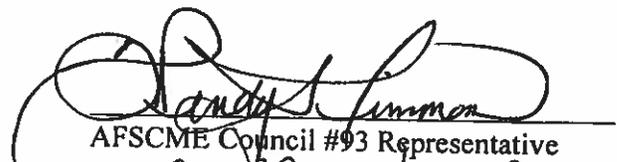
Additionally, any employee who is convicted of any violation of this policy must, within five (5) days of such conviction, notify the Town Administrator.

For the Town of Blackstone:  
Board of Selectmen:

  
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\_\_\_\_\_  
  
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Date: 6/15/2021

For AFSCME, AFL-CIO:  
AFSCME Council #93

  
\_\_\_\_\_  
AFSCME Council #93 Representative  
  
\_\_\_\_\_  
Local #1709 DPW - Union Steward

Date: 6/23/2021

**CORRECTIONS TO TYPOGRAPHICAL ERRORS IN THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF BLACKSTONE AND THE TOWN DPW UNIT, AFL-CIO COUNCIL 93, LOCAL 1709**

Whereas, the Memorandum of Agreement between the Town and the DPW Unit for the period of July 1, 2021 to June 30, 2024 contained a typographical error for Longevity Pay contained in Article 22 of the collective bargaining agreement, and the parties wish to insert the correct amounts agreed to during negotiations.

**The correct Longevity amounts for the duration of the contract are as follows:**

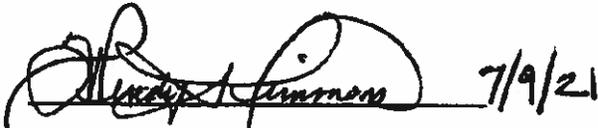
Completion of five (5) years	\$1,500
Completion of ten (10) years	\$1,700
Completion of fifteen (15) years	\$1,900
Completion of twenty (20) years	\$2,300
Completion of twenty-five (25) years	\$2,500

For the Town of Blackstone:

 7-9-21

Greg Balukonis, Acting Town Administrator

For the Town DPW Unit:

 7/9/21

Wendy Timmons, AFSCME Council #93 Representative