

AGREEMENT

Between

The Town of Carver

And

SEIU LOCAL 888



Carver Town Employees Chapter

July 1, 2019 to June 30, 2022

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ARTICLE I - PREAMBLE

The purpose of this Agreement is to promote good relationships between the Town of Carver ("Town"), the Union, and the employees in the bargaining unit represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Town and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent, as well as adjust misunderstandings or grievances relating to employment.

ARTICLE II - RECOGNITION

The Town recognizes the Service Employees International Union, Local 888, CTW-CLC ("Union") as the exclusive collective bargaining representative with respect to wages, hours, and other working conditions of employment for all regular full-time and regular-part time administrative, clerical, and, library employees working fourteen (14) hours or more per week. The Town and the Union agree that there are not managerial or confidential employees as described by Chapter 150E included in this bargaining unit.

ARTICLE III - MANAGEMENT RIGHTS

The Board of Selectmen of Carver ("Town") reserve and retain unto themselves all management rights, powers, and authority to manage, control, and direct its employees in their work and the operations, including the right to hire, promote, transfer temporarily, assign, discipline, or transfer for just cause, to relieve employees from duties because of lack of work, or other legitimate reasons and to take whatever reasonable action they deem necessary in the discharge of their statutory authority; except those which are officially covered by the terms of this Agreement or established by mandatory General Laws of the Commonwealth of Massachusetts or Administrative Agencies thereof.

ARTICLE IV - UNION MEMBERSHIP

The Town will notify the Union Steward upon hiring of a new employee.

ARTICLE V - DUES DEDUCTIONS

Dues Deduction

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

Employee Rosters

Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.

ARTICLE VI - GRIEVANCE PROCEDURE

A Grievance shall mean any dispute concerning the application or interpretation of the terms of this Agreement.

The Grievance procedure shall be as follows:

Step I - An employee and/or the Union shall submit a Grievance in writing to the Department Head not later than five (5) days after the date on which the alleged violation occurred. The Department Head shall respond, in writing, within ten (10) working days.

Step II - If the Grievance has not been resolved at Step I, it may be presented to the Town Administrator. The Town Administrator shall respond in fifteen (15) working days.

Step III – If the Grievance has not been resolved at Step II, it may be presented to the Board of Selectmen. The Board of Selectmen shall respond in fifteen (15) working days after its next regularly scheduled meeting.

Step IV – If the grievance is not settled at Step III, the Union may submit the grievance to arbitration within twenty-one (21) days of the Step III response. The matter shall be submitted to the American Arbitration Association. The decision or award of the arbitrator shall be final and binding.

The parties may mutually agree to extend any of the time limits set forth herein.

The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds or detracts from this Agreement. Costs of the arbitration proceedings, excepts for transcripts requested by a party, shall be shared equally the Town and the Union.

Any disciplinary action taken against an employee shall be stated in writing.

Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE VII - EQUAL OPPORTUNITY/NON-DISCRIMINATION

As required by law, neither the Union nor the Town shall discriminate against any employee on the basis of race, creed, color, religion, sex, mental or physical handicap, national origin, marital status, age, or Union activity.

ARTICLE VIII - SICK LEAVE

A. Employees Hired on or Before June 30, 2016

1. All regular full-time and part-time employees hired on or before June 30, 2016 will accrue sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days per month. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years to a maximum of two hundred (200) days.
2. After applying for and receiving retirement benefits through Plymouth County Retirement, employees shall be paid 62.5% of all unused sick days up to a maximum of two hundred (200) days.
3. Employees who maintain the maximum accumulation of two hundred (200) days of sick leave at the end of any given contract year shall receive payment of 62.5% of any additional sick leave accrued beyond two hundred (200) days.

B. Employees Hire on or after July 1, 2016

Employees hired on or after July 1, 2016 shall accrue paid sick leave as follows:

1. All regular full-time and part-time employees will accrue sick leave at the rate of three quarter ($\frac{3}{4}$) days per month. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in subsequent years to a maximum of ninety (90) days. There are no accrued vacations days for not using sick leave.
2. After applying for and receiving retirement benefits through Plymouth County Retirement, employees shall be paid fifty (50%) of all unused sick days up to a maximum amount of \$10,000.

C. Provisions Applicable to All Employees

1. An employee's annual sick leave allotment, up to seven (7) days in succession, may be used for family illness (an immediate relative, or another relative within the household), if the employee's presence is necessary to care for the relative.
2. The repeated use of sick leave the day before or the day after scheduled use of benefit time may be considered a pattern of abuse. In the event that the Department Head determines a pattern, a doctor's note may be requested. Requests for a doctor's note shall not be capricious or arbitrary.

ARTICLE IX - DEFINITIONS

Full-time employees are regularly scheduled for thirty-five (35) hours or more per week.

Part-time employees are regularly scheduled for fourteen (14) hours or more but less than thirty-five (35) hours per week.

ARTICLE X - VACATION

Regular full-time employees hired on or before July 1, 2005 covered by this Agreement shall be granted vacation leave as follows:

1 – 3 years	10 days per year
4 – 6 years	15 days per year
7 – 19 years	20 days per year
20 years and over	25 days per year

Employees shall be granted five (5) extra days every 5th year in their anniversary year beginning at fifteen (15) years of employment. This extra week shall be used within the year earned and may not be carried over. This extra vacation week shall not affect vacation accrual.

Employees hired between July 1, 2005 and June 30, 2016 shall be granted vacation leave as follows:

1 – 3 years	10 days per year
4 - 6 years	15 days per year
7+ years	20 days per year

Employees hired prior to June 30, 2008 shall still be covered under the previous Agreement and allowed the five (5) extra days of vacation every five (5) years in their respective anniversary years of service beginning at fifteen (15) years.

Employees hired on or after July 1, 2016 shall be granted vacation leave as follows:

1-6 years	10 days per year
7-14 years	15 days per year
15+ years and over	20 days per year

Accrued vacation time may be used after six (6) months of employment.

Vacation shall be accrued upon the 1st of July annually.

Part-time employees shall be entitled to vacation benefits on a prorated basis.

Regular part-time employees shall be paid at the average daily rate of pay using a five (5)-day work week for the prior six (6) months. As an example, an employee working twenty (20) hours per week would have an average daily rate of four (4) hours compensation, regardless of the number of days worked.

To further illustrate, a part-time employee with one to three (1-3) years of service working seventeen (17) hours per week would be entitled to ten (10) day's vacation leave at seventeen (17) hours per week.

Employees shall be paid any unused vacation leave upon separation of employment. In the event of death, payment shall be made to beneficiary.

Three (3) weeks of vacation leave may be carried into the next fiscal year with written notice to the Department Heads before the end of the fiscal year. All vacation leaves may, with advanced notice, be approved by Department Heads and shall not be unreasonably denied.

ARTICLE XI - HOLIDAYS and PERSONAL TIME

Section 1: The following shall be considered paid holidays:

New Year's Day	Martin Luther King Day	Washington's Birthday
Patriot's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving	Day after Thanksgiving**	Day before Christmas Day
Christmas Day	Day before New Year's Day	

** indicates Library employees shall receive the next working day after Thanksgiving off.

If a holiday falls on a Saturday or Sunday it shall be celebrated on Monday as designated by the Town unless otherwise agreed to by the Town and Union.

Full-time employees who are regularly scheduled to work four (4) hours on Fridays shall receive three (3) hours of compensatory time off for the day after Thanksgiving Holiday.

Effective July 1, 2012, in addition to the above listed holidays, employees are entitled to twenty-four (24) hours of personal time annually. Personal time is not cumulative and must be used by the end of the fiscal year. Personal time is pro-rated for employees hired after January 1st of each year as follows:

<u>Pro-Rated Schedule</u>	
<u>HIRE DATE BETWEEN</u>	<u>Personal time earned</u>
July 1 st – December 31 st	12. hours
January 1 st – March 31 st	8 hours
April 1 st – June 30 th	6 hours

Regular part-time employees shall be paid at the average daily rate of pay, using a five (5)-day work week for the prior six (6) months. As an example, an employee working twenty (20) hours per week shall have an average daily rate of 4 hours compensation, regardless of the number of days worked.

All part-time employees covered by this bargaining Agreement who work less than nineteen (19) hours per week will receive personal time, sick time and vacation time on a pro-rated basis, with the exception of health insurance.

Part-time employees hired after June 30, 2011, are eligible for holiday pay only if a holiday falls on a scheduled work day.

Section 3: Employees required to work on a designated holiday shall be paid time and one-half (1.5) for each hour worked in addition to holiday pay.

ARTICLE XII - HOURS

Section 1. Regular Hours All hours worked in excess of thirty-five (35) hours per week shall be paid at the rate of time and one half (1.5) the regular rate of pay.

Employees required to work when the Town Hall is closed due to any emergency, shall be paid at the rate of time and one half (1.5) his/her regular rate of pay regardless of having met the thirty-five (35) hour requirements as stated in paragraph one. Employees who are schedule to be on paid leave (e.g. vacation, personal, sick) on a day that the Town Hall is closed due to an emergency shall have their leave time restored to them.

The regular work week for full-time clerical and library employees shall be thirty-five (35) hours per week, with one fifteen (15) minute break and one (1) hour lunch period. Part-time employees shall be granted one (1) fifteen (15)-minute break.

Section 2: Compensatory Time At the discretion of the employee, compensatory time may be granted in lieu of overtime payment. Compensatory time may not be accrued in excess of thirty (35) hours.

Full-time employees shall receive compensatory time at the rate of one and one half times the regular rate of pay for all hours worked in excess of their regularly scheduled hours, up to a maximum of thirty-five (35) hours per week.

Part-time employees shall receive compensatory time at the rate of one and one half (1.5) times the regular rate of pay for all hours worked in excess of their regularly scheduled hours, up to a maximum of thirty-five (35) hours per week, at the approval of the department head.

Compensatory time can be accrued only on total scheduled hours in a week. Compensatory time cannot be taken and accrued in the same day.

Section 3: Callback Any employee called back to work, as designated by Supervisor, shall be paid at the rate of time and one half (1.5) for all hours worked and shall be guaranteed a minimum of two hours (2) at time and one half (1.5) for such time worked. A four hour minimum shall apply to any callback that takes longer than two hours to complete.

Section 4: In the event the Governor of the Commonwealth declares a state of emergency for Plymouth County and requests non-emergency personnel stay off the roads, support staff, do not have to report to work and will not suffer a loss of pay. Employees shall not be disciplined for reporting to work reasonably late when Carver schools or schools in the town in which the employee resides in are delayed due to inclement weather.

ARTICLE XIII - JOB POSTING & BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications prior to advertising. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the 7-day period. Copies of all postings will be provided to the union stewards.

Selection shall be made on the basis of qualification, ability, and seniority. Present employees shall be granted preference. If no employee is qualified, the position may be filled from outside the bargaining unit. Interviews will be granted to all bargaining unit members who apply for union positions.

When an employee is awarded a position at a higher classification they shall be placed on the salary schedule at one step higher than the step that is closest to, but not less than, their current salary.

Promotions or laterals shall be given 180 days training and trial period in the new position with an opt-out option within 30 days to return to their previous position. After the 30 day opt-out period the previous position will be filled and no longer available if filled.

ARTICLE XIV - SENIORITY

Seniority shall be defined as the length of continuous service in a bargaining unit position covered by this Agreement. Seniority shall not be affected by vacations, sick, or military leave, industrial accident leave, or any other approved leave of absence. Seniority will not accrue when an employee is on a leave of absence without pay. Upon a return from a leave of absence, the employee's seniority shall be restored.

The Town recognizes the principle of seniority for the following purpose:

- Layoff & Recall
- Vacation Time Requests
- Promotions & Transfers

A chapter-wide seniority list shall be established by classification, namely clerical and library, and will be posted in a conspicuous place within the Town Hall and the Library. The list shall be updated upon written request by the union.

Individuals who have been employed by the Town for three (3) years or more and terminated under favorable conditions, and who are re-employed within ten (10) years, will be given credit for their previous employment years.

Non-union grant workers shall not be used to reduce the hours of or replace union employee positions.

LAYOFF

When forces are reduced and it is necessary to sever an employee, the Employer shall follow the principle of seniority. Seniority shall be defined as the length of continuous service from the date of employment in a position covered by this Agreement. The Town shall notify in writing the

Union and the employees with the least service in positions(s) affected at least thirty (30) days prior to the effective date of the layoff. The thirty-day notice prior to a layoff shall apply to all reductions in force that affect an employee's job classification, duties and /or other significant alteration of job. He/she may exercise the following rights in the order given and must accept the first opportunity to be laid off.

1. A full-time employee may displace the least senior employee who is at the same grade. A part-time employee may displace the least senior part-time employee who is at the same grade.
2. Displace the least senior employee who is at the next lower grade who is also less senior than the impacted employee. (Full-time for full-time and part-time for part-time as above.)
3. The employee must meet the qualifications of the position that they are bumping into. The intent is that the employee bumps the least senior employee holding a position for which they meet the qualifications.

If there is a conflict as to the employee to be severed, then the Employer and the Union will resolve the issue jointly.

Starting from the day notice of a reduction in force is given the employee or employees in the position(s) initially impacted will have five (5) business days to make a decision to accept the layoff or exercise his/her right to bump.

On or before the seventh (7th) business day after notice of the reduction in force is initially given the Union and the Town will meet to discuss the status of the reduction in force.

By the end of the tenth (10th) business day after the initial notice of the reduction in force is provided to the Union and all potentially impacted employees, every employee impacted by the reduction in force must inform the Town or his/her decision to accept the layoff or exercise his/her rights to bump.

At any stage of the procedure, the employee may be offered a vacant job in lieu of bumping another employee, provided the job level is no less favorable in terms of pay level and shift into which he/she would bump.

The intent of this section is for the least senior Union employee to be laid off and of higher job classifications to be able to replace less senior employees at the same level of pay.

RECALL PROCEDURES:

Employees severed due to a reduction in force shall be recalled on the same principle of seniority as the reduction of force occurred. However, the recalled employee must meet the qualifications of the position to be filled. Employees not meeting the qualifications shall remain on the recall list.

Employees severed due to a reduction in force shall have a right to recall for two (2) years after termination.

The Employer shall give the employee seventy-two (72) hours' notice of recall, by certified mail at the employee's last known address of recall.

The employee must contact the employer with their intent to return to work within fourteen (14) days from the date of recall or lose the right to recall.

Benefits to which said employee was entitled at the time the layoff commenced, including but not limited to, seniority, unused accumulated sick leave, will be restored upon return, and the employee will be placed on the applicable salary schedule at the step closest to the salary rate upon layoff.

Any full-time employee within the bargaining unit severed due to a reduction in the workforce shall be offered a subsequent part-time position in the bargaining unit prior to any posting of that position outside the bargaining unit. A full-time employee who accepts or declines the opportunity to work part-time shall continue to have the right of recall to a full-time position for two (2) years after termination.

Any part-time employee within the bargaining unit severed due to a reduction in the workforce shall be offered a subsequent full-time position in the bargaining unit prior to any posting of that position outside the bargaining unit. A part-time employee who declines the opportunity to work full-time shall continue to have the right of recall to a part-time position for two (2) years after termination.

ARTICLE XV - PROBATION

No employee who has been employed by the Town for six (6) consecutive months or more shall be disciplined or discharged without just cause. An employee who severs his/her employment with the Town must serve an additional probationary period upon reemployment. New employees in the bargaining unit shall serve a 180 day trial period. Should management determine for any reason or no reason that there is not a good fit, management may terminate the employee at their sole discretion without any recourse.

ARTICLE XVI - LONGEVITY

Full-time employees covered by this Agreement shall receive longevity pay as follows:

10-14 yrs of service	\$1,000.00
15-19 yrs of service	\$1,250.00
20-29 yrs of service	\$1,500.00
30 + years of service	\$1,750.00

The calculation of longevity for less than full time members of the unit will be based upon the member's full-time equivalent (FTE) status. For example: A 19-hour employee is considered a 54% full-time equivalent (FTE). He/She would receive longevity pay of 54% of \$1,000.00 in their 10th year of service.

Longevity payments shall be made on the first (1st) payday after the anniversary date.

ARTICLE XVII - BEREAVEMENT LEAVE

Employees shall be entitled to up to three (3) days of paid bereavement leave at any one time in the event of death of an employee's parent-in-law, daughter/son-in-law, grandparent, brother, sister, grandchild, brother-in-law, sister-in-law, legal guardian or grandparent-in-law. The employee's supervisor may allow an additional day of bereavement leave for all stated family relations based upon special circumstances. Employees will be entitled to bereavement leave of up to five (5) days for the death of a spouse, child, stepchild, parent or stepparent, partner/significant other. In addition, at the discretion of the Town Administrator, bereavement leave of one to three (1-3) days may be granted in the event of a death not included in the above categories. An employee will apply for bereavement leave as soon as possible.

ARTICLE XVIII - JURY DUTY

Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the Committee will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him/her of his/her full salary for any particular workweek.

ARTICLE XIX - MILITARY LEAVE

Members of the National Guard or Reserve on temporary duty will be granted time off with pay, not deductible from annual vacations either in pay or time, not to exceed seventeen (17) days per fiscal year. Notwithstanding the provisions of General Law, Chapter 33, Section 59, members of the National Guard or Reserve on temporary duty will be paid the difference between their normal salary and their military salary, excluding military allowances for dependents and travel, and will reimburse the Town for such pay received above their normal weekly salary

ARTICLE XX - LEAVE OF ABSENCE

Unpaid leave of absence may be granted upon request, based on individual circumstances and the needs of the Town.

ARTICLE XXI - FAMILY LEAVE

A twelve (12)-week family leave without pay shall be granted to an employees for the reasons specified by the Family Leave Act. The length of leave may be extended by the amount of benefit remaining beyond the twelve (12) weeks or by request of the employee for just cause with the approval of the Board of Selectmen.

ARTICLE XXII - UNION BUSINESS LEAVE

Upon request by the Union an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave shall be for a period of up to one (1) year and may be extended for one or more additional periods of one (1) year or less at the request of the Union.

Paid leaves of absence for Union Business without loss of benefits or other privileges to attend meetings, conventions and Executive Board meetings of the local, city, state, regional, and parent organizations or hearings before the Legislature and state agencies concerning matters of

importance to the Union will not be unreasonably denied for Union officers, stewards and members designated by the Union.

The Town shall provide forty (40) hours in the aggregate, of paid release time, annually, for the Union officials and representatives to attend Union training, bargaining preparation meetings and for other Union business with prior notification to the Department Head.

ARTICLE XXIII - GROUP INSURANCE

All Unit employees hired on or after July 1, 2016 shall contribute equally, an equal share of fifty (50%) percent with the town to pay for their health care premiums for the Town-wide health care programs offered by the Board of Selectmen.

Employees hired prior to July 1, 2016 shall be "Grandfathered" and employer shall contribute seventy-five (75%) of the total premium their health care premiums for the Town-wide health care programs offered by the Board of Selectmen until they retire or voluntarily withdraw from the plan.

ARTICLE XXIV - TRAVEL TIME

If an employee is required by their Department Head to attend a workshop, seminar, conference, or meeting out of town, the employee shall receive compensatory time for travel time, if said travel time occurs at a time that the employee is not scheduled to work.

ARTICLE XXV - BULLETIN BOARD

The Town shall provide a Union bulletin board.

ARTICLE XXVI - UNION REPRESENTATIVE ACCESS

Union staff representatives shall be given access to the premises of the Employer for the performance of official Union business.

ARTICLE XXVII - TUITION REIMBURSEMENT

All full-time and part-time regular employees will be eligible for tuition reimbursement, up to twenty-five hundred (\$2,500.00) per fiscal year per member. The course of study, degree program or certificate program will be approved for reimbursement provided that the course is deemed appropriate and pertinent to the employee's career with the Town of Carver. Reimbursement is contingent upon the student earning a passing grade that is accepted by the school for credit or confirmation of satisfactory completion of the course. Full reimbursement will be made for tuition, required fees, and required books, provided a request is made in conjunction with the budget process to allow the Town of Carver sufficient time to plan for the expense. Reimbursement is contingent of earning a passing grade of B or higher (if class is pass/fail or certification then pass or completion would qualify)

XXVIII - STEP INCREASES

Step increases are not automatic, but are based upon an employee's satisfactory performance during the prior 12-month period. An employee's performance shall be evaluated by his/her Supervisor/Department Head in a format acceptable to the Town Administrator

Should the overall performance of an employee be satisfactory, the employee shall receive an annual Step increase. Should the employee object to his/her overall rating, the decision is only grievable up to the level of the Board of Selectmen. The decision of the Board of Selectmen is final and not subject to any further grievance or arbitration procedure.

The evaluation period shall be based on the fiscal year with earned Step increase to become effective for the following July 1st.

An employee hired prior to January 1st shall have earned the first of any scheduled Step increase on the following July 1st (6 months later). For an employee hired after January 1st he/she shall have earned the first of any scheduled Step increase on the second July 1st following the date of hire (up to 18 months later).

Management, at their sole discretion, may start an employee up to mid-point of the wage scale based on qualifications and experience for recruiting purposes.

ARTICLE XXIX - WAGES

See Appendix A*

Effective July 1, 2019 (FY20) 0% COLA

Effective July 1, 2020 (FY21) 2% COLA

Effective July 1, 2021 (FY22) 2% COLA

ARTICLE XXX - WORKING OUT OF GRADE

All full-time and part-time employees in this bargaining unit assigned to work at a higher grade for a period of more than ten (10) consecutive business days shall be paid at the rate of \$25.00 per day above the employee's current rate of pay beginning on the eleventh (11th) business day for each week or part thereof in which he/she works out of grade.

All full-time and part-time employees in this bargaining unit assigned to work as a department head from among the bargaining members shall receive \$50.00 per day above the employee's current rate of pay beginning on the eleventh (11th) business day for each week or part thereof in which he/she serves as a department head.

ARTICLE XXXI - SAVINGS CLAUSE

In the event that any Article, Section, or portion of this Agreement is found to be invalid or shall have the effect of loss of funds made available through federal laws, rules, or regulations, then such specific Article, Section, or portion shall be amended to the extent necessary to conform with such law, rule, or regulation, the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the employer and may be submitted by the Union to expedited arbitration. Further, should any negotiated provision in this

Agreement require Federal or State legislative amendments, the Union and Town shall fully use “best efforts” to support and modify said changes to meet the intent of the negotiate provisions

ARTICLE XXXII - BI-WEEKLY PAYROLL

Effective upon Agreement with all Town bargaining units, the Town shall implement a bi-weekly payroll calendar.

ARTICLE XXXIII - WELLNESS AND PREVENTATIVE MEDICINE INCENTIVE PROGRAM FOR EMPLOYEES

In order to promote the health and disease prevention of Union members, the Town shall allow Union members up to seven (7) hours per year, without deduction from any other benefit, time off for the purpose of attending medical visits, for preventative or diagnostic screening. Said time may be used in its entirety or in two 3.5-hour increments. This time must be scheduled in advance with the department head, medical evidence may be required by the Town and the attached form must be completed and submitted.

ARTICLE XXXIV – SICK LEAVE BANK POLICY

The Sick Leave Bank exists for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave, personal leave and vacation benefits only in the event of a serious/unanticipated illness as evidenced by medical certification. Participation in the bank is voluntary; however the bank is hereby established exclusively for the use of the participating employees.

Membership Requirements:

- Employee must be a SEIU Local 888 clerical union permanent employee and have been employed for a minimum of six (6) months.
- Employee must have accrued 20 sick days (prorated for part time employees) prior to joining.

Rules for Participating Employees:

- Donations of accrued sick leave must be in whole days, pro-rated for part time employees, with a minimum of one day per donation. Donations will be made annually on July 1st. Initially to get the bank started, donations into the bank will occur upon approval of this policy. Thereafter, the deduction of the one-day donation will occur annually on July 1.
- Unused days in the Bank shall carry over from year to year.
- Upon separation from employment, any unused sick leave that remains in an employee’s account in excess of what is eligible through sick leave buy back will be donated to the sick bank.
- All donations made to the bank are irreversible even after an employee voluntarily withdraws his/her participation from the bank.
- One of the factors the Sick Bank Committee may consider when evaluating an application for sick bank benefits is a documented history of sick time abuse.
- One donated day for full-time employees will be the equivalent to 7 hours. For part-time employees one day will be pro-rated based on the average number of hours worked per day for a normal work week.

- An employee at their maximum sick-leave accumulation (after any eligible buy-back) will have the monthly sick-leave benefit that is in excess of their maximum, accrue to the sick bank.

Recipient Requirements:

- Each employee participating in the Sick Leave Bank, may be granted by the Sick Leave Bank Committee a maximum of 30 days of sick leave per request. The request must be in writing, signed by the applicant or a legally authorized person (if the applicant is unable to sign) and dated, and the Committee agrees to respond within 10 business days. The Human Resource Coordinator shall notify each Department Head regarding requests from their department.
- Prior to processing the first donation to an employee, the eligibility of the recipient will be verified (i.e. employee status and exhaustion of paid sick, vacation and personal leave).
- The initial grant of sick leave by the Sick Leave Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty day period, additional entitlement may be extended by the Sick Leave Committee upon demonstration of need by the applicant. The Sick Leave Committee may issue a grant of leave time days from the bank of not more than 100 days per twelve (12) month period to any one member.
- If an employee is granted an allotted amount of days from the sick leave bank and returns to work prior to using all of the allotted days, all unused days must be returned to the sick leave bank.
- Sick leave bank may not be used to permit an individual to stay at home to care for other members of the family, maternity leave, cosmetic surgery, non-essential treatments or procedures that are scheduled or pre-planned with sufficient time to accrue the needed days.
- The IRS has ruled that payments from the bank are to be considered wages, and therefore taxable income to the recipient. As a result, the payments will be included in the annual Form W-2 prepared for the recipient and State and Federal income tax and FICA/Medicare tax will be withheld by the payroll department at the time of payment.
- Employee are not eligible to receive days from the Sick Bank for days they are eligible to receive compensation for through either a Town sponsored or private long-term disability plan, a disability retirement allowance regulated by G.L. Chapter 32, Worker's Compensation, or any other source of income (i.e., no "double dipping"). However, Sick Bank members shall be eligible to receive sick bank benefits for any time not covered by such plans.
- All applications must include a letter from the employee's physician with an estimate of time needed. *The letter does not need to disclose the nature of the illness.* A majority vote of the Committee will be final with their decision being forwarded to the Town Administrator. All applications are to be held in strict confidence within the confines of the Sick Leave Committee and Department Head only. All Committee decisions are final unless appealed within 10 days of the written decision to the Town Administrator whose decision on the appeal is final.
- The Sick Leave Committee will review any suspected case of Sick Leave Bank abuse. After proper investigation, the Committee may require the individual to submit to a medical examination or proof from medical experts, or sick leave bank benefits will be terminated.

- The Human Resource Coordinator shall maintain records for the Sick Leave Bank. When the donation of time falls below 10 days, the Human Resource Coordinator shall notify members of the need for additional sick time donations. Members who do not have earned sick time to donate may assign their next earned sick day. Members who fail to respond to two (2) consecutive requests for donation will have their membership terminated. Terminated members can apply for re-instatement and acceptance will be determined by the Sick Leave Committee. Each member shall donate one day in addition to the mandatory annual donation.
- Any eventualities not covered by these guidelines may be considered by the Committee for its discretion and judgement.

Dissolution of the Sick Leave Bank:

- The Sick Leave Bank will be dissolved when the balance falls below 10 days for two consecutive months and two requests from the Human Resource Coordinator fails to produce further donations of time from all current members.
- If the Sick Leave Bank dissolves, the Human Resource Coordinator will make every effort to return the remaining unused leave to the members who donated it.

Sick Leave Bank Committee:

- The Sick Leave Committee shall have the power to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this article. All decisions made by the Sick Leave Bank Committee shall be final and binding unless appealed within 10 days to the Town Administrator whose decision is final and not grievable. The Committee consists of the Human Resource Coordinator, one designee of the HR Coordinator as well as two Clerical Union members appointed by the Clerical Union.

ARTICLE XXXV – COPE

The Employer shall deduct and transmit to the SEIU 888 COPE Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and with the frequency specified on the COPE check-off authorization card. The administration of this provision shall be in accordance with M.G.L. Chapter 55.

ARTICLE XXXVI – MISCELLANEOUS PROVISIONS

Drug and Alcohol Testing: All union members shall abide by the Town of Carver Drug and Alcohol Testing Policy and Program as approved by the Board of Selectmen (see Appendix C)

Direct Deposit: All employees shall be paid via direct deposit.

Meeting Minutes: Minutes for meetings beyond 1 hour before or after Town Hall normal operational hours or after 7pm shall be available to both union and non-union employees at a rate of \$75 per meeting and \$25 per hour after the first two hours.

Performance Bonus: : The Town and Union agree to meet to a develop performance evaluation tool and develop criteria for the possible awarding of performance bonus in the future.


Temporary Employees: Management may hire temporary help as needed to support existing staff for periods up to six (6) months.

ARTICLE XXXVII - DURATION

This Agreement shall, upon execution by the authorized representation of the Union and the Town, take effect on July 1, 2019 and remain in effect until June 30, 2022 and thereafter from that date from year to year unless either party by written notice to the other given in less than 60 days prior to any date of expiration, of a desire to change or amend the terms or conditions thereof.

FOR THE TOWN OF CARVER


FOR THE UNION




Alan E. Dunham



Steve J. D'Amico



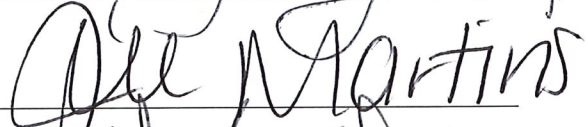
Ronald E. Clarke



Nancy Magnussen



Sarah G. Hewins



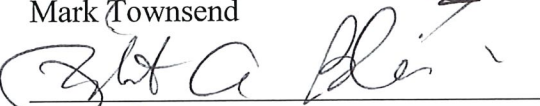
Jill Martins



Mark Townsend



Wade Deane



Robert Belbin

6-18-19

APPENDIX A – WAGES

FY 20		0% COLA														
	1st - step	2nd - step	3rd - step	4th - step	5th - step	6th - step	7th - step	8th - step	9th - step	10th - step	11th - step	12th - step	13th - step	14th - step	15th - step	
Adm 1	\$14.02	\$14.30	\$14.58	\$14.88	\$15.17	\$15.48	\$15.79	\$16.10	\$16.42	\$16.75	\$17.09	\$17.43	\$17.78	\$18.13	\$18.50	
Adm 2	\$15.31	\$15.61	\$15.92	\$16.24	\$16.57	\$16.90	\$17.24	\$17.58	\$17.93	\$18.29	\$18.66	\$19.03	\$19.41	\$19.80	\$20.20	
Adm 3	\$16.14	\$16.46	\$16.79	\$17.13	\$17.47	\$17.82	\$18.18	\$18.54	\$18.91	\$19.29	\$19.67	\$20.07	\$20.47	\$20.88	\$21.30	
Adm 4	\$17.84	\$18.20	\$18.56	\$18.93	\$19.31	\$19.70	\$20.09	\$20.49	\$20.90	\$21.32	\$21.75	\$22.18	\$22.62	\$23.08	\$23.54	
Adm 5	\$21.99	\$22.43	\$22.88	\$23.33	\$23.80	\$24.28	\$24.76	\$25.26	\$25.76	\$26.28	\$26.80	\$27.34	\$27.89	\$28.44	\$29.01	
FY 21		2% COLA														
	1st - step	2nd - step	3rd - step	4th - step	5th - step	6th - step	7th - step	8th - step	9th - step	10th - step	11th - step	12th - step	13th - step	14th - step	15th - step	
Adm 1	\$14.30	\$14.58	\$14.88	\$15.17	\$15.48	\$15.79	\$16.10	\$16.42	\$16.75	\$17.09	\$17.43	\$17.78	\$18.13	\$18.50	\$18.87	
Adm 2	\$15.92	\$16.24	\$16.57	\$16.90	\$17.24	\$17.58	\$17.93	\$18.29	\$18.66	\$19.03	\$19.41	\$19.80	\$20.20	\$20.60	\$21.01	
Adm 3	\$16.79	\$17.13	\$17.47	\$17.82	\$18.18	\$18.54	\$18.91	\$19.29	\$19.67	\$20.07	\$20.47	\$20.88	\$21.30	\$21.72	\$22.16	
Adm 4	\$18.56	\$18.93	\$19.31	\$19.70	\$20.09	\$20.49	\$20.90	\$21.32	\$21.75	\$22.18	\$22.62	\$23.08	\$23.54	\$24.01	\$24.49	
Adm 5	\$22.43	\$22.88	\$23.33	\$23.80	\$24.28	\$24.76	\$25.26	\$25.76	\$26.28	\$26.80	\$27.34	\$27.89	\$28.44	\$29.01	\$29.59	
FY 22		2% COLA														
	1st - step	2nd - step	3rd - step	4th - step	5th - step	6th - step	7th - step	8th - step	9th - step	10th - step	11th - step	12th - step	13th - step	14th - step	15th - step	
Adm 1	\$14.58	\$14.88	\$15.17	\$15.48	\$15.79	\$16.10	\$16.42	\$16.75	\$17.09	\$17.43	\$17.78	\$18.13	\$18.50	\$18.87	\$19.24	
Adm 2	\$16.24	\$16.57	\$16.90	\$17.24	\$17.58	\$17.93	\$18.29	\$18.66	\$19.03	\$19.41	\$19.80	\$20.20	\$20.60	\$21.01	\$21.43	
Adm 3	\$17.13	\$17.47	\$17.82	\$18.18	\$18.54	\$18.91	\$19.29	\$19.67	\$20.07	\$20.47	\$20.88	\$21.30	\$21.72	\$22.16	\$22.60	
Adm 4	\$18.93	\$19.31	\$19.70	\$20.09	\$20.49	\$20.90	\$21.32	\$21.75	\$22.18	\$22.62	\$23.08	\$23.54	\$24.01	\$24.49	\$24.98	
Adm 5	\$22.88	\$23.33	\$23.80	\$24.28	\$24.76	\$25.26	\$25.76	\$26.28	\$26.80	\$27.34	\$27.89	\$28.44	\$29.01	\$29.59	\$30.19	

APPENDIX B
Department Assistants

CLERICAL UNION CLASSIFICATIONS			Step
ADM 1	Library Circulation Aide	Stephanee Cheverie	2
	Library Circulation Aide-Children's	Isabella Sheehan	1
ADM 2	Library Circulation Assistant	Christine Nemet	15
	Library Circulation Assistant	Janet Coleman	6
	Library Circulation Assistant-Children's	Connie Kelly	12
ADM 3	Administrative Assistant-COA	open	
	Finance Assistant-Assessing	Heidi Wolfrum	13
	Finance Assistant-Accounting	Peter Loughman	1
	Finance Assistant-Treas/Collector	Denise Arsenault	3
	Library Head of Technical Services	Donna LeBarnes	15
	Permitting Administrative Office Assistant (P/T)	Michelle Bremer	3
	Permitting Administrative Office Assistant (P/T)	Jennifer Mueller	1
	Permitting Assistant Office Coordinator	Jill Martens	4
	Town Clerk Records Administrator (P/T)	Madeleine Pompei	4
ADM 4	Payroll~Benefits Coordinator	Ann Maddeford	15
ADM 5	Assistant Town Accountant	Lynn Callbeck	10
	Assistant Town Clerk	Nancy Magnussen	5
	Assistant Treasurer/Collector	Craig Schoaf	1
	Permitting Office Manager	Debra Deneen	7
	Principal Assessor	Dee Vicino	14

APPENDIX C
BOARD OF SELECTMEN - DRUG AND ALCOHOL POLICY