

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE TOWN OF CARVER AND
CARVER TOWN EMPLOYEES CHAPTER, SEIU LOCAL 888 CTW-CLC**

WHEREAS, the Town of Carver, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 108 Main Street, Carver, MA 02330 ("Town");

WHEREAS, the Carver Town Employees Chapter, SEIU Local 888 CTW-CLC ("Union") is the exclusive bargaining representative pursuant to G.L. c. 150E, for certain positions within the Town;

WHEREAS, the Town and the Union are parties to a collective bargaining agreement effective July 1, 2022 through June 30, 2025 ("CBA");

WHEREAS, the Town and Union have met and agreed to changes to the recognized positions within the bargaining unit;

NOW, THEREFORE, the parties have agreed to the following changes to the collective bargaining agreement:


1. Bargaining Unit Recognition: The parties agree that the position of Benefits/Payroll Administrator in the Finance Department shall be removed from the bargaining unit due to the confidential nature of the position. The parties agree that the positions of Veteran's Office Assistant in the Veteran's Service Department and Data Collector/Lister in the Assessing Department shall be recognized as bargaining unit positions.
2. Duration of Agreement: This agreement is effective upon signature by all parties.
3. Bargaining Obligation and Waiver- The Parties agree that the Town has satisfied its bargaining obligations under General Laws, c. 150E regarding the changes to the bargaining unit described in Section 1 above. The Union further waives any and all rights to file a grievance and or arbitration arising out of or relating to the instant matter pursuant to the parties' collective bargaining agreement.
4. Release By Union: The Union hereby releases and forever discharges the Town, their agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees") for all claims or causes of action regarding this agreement, including any claims under the collective bargaining agreement, G.L. c. 150E, and any and all other claims or causes of action related to the matters described in Section 1 above.
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 contains all of the terms and conditions agreed upon by the parties with reference to the subject matters contained herein. No other agreement, oral or otherwise, will be considered to exist or to bind any of the parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and all of the parties to this Agreement acknowledge 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 Carver:

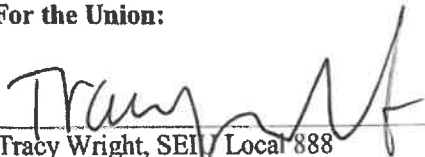


Robert Fennessy, Town Administrator

5/1/23

Date

For the Union:



Tracy Wright, SEIU Local 888

5/3/23

Date