

AGREEMENT BETWEEN
THE TOWN OF CARVER
AND THE
NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 89
(CARVER POLICE UNION)

JULY 1, 2022 TO JUNE 30, 2025

This Collective Bargaining Agreement is by and between the Town of Carver (hereinafter referred to as the "Town"), acting by and through its Select Board, and the New England Police Benevolent Association, Local 89 (Carver Police Union) (hereinafter referred to as the "Union")

Except as amended and/or supplemented herein, this Collective Bargaining Agreement (CBA) carries forward and preserves all of the terms, benefits and conditions contained in the Agreement between the Town and the Union covering the period July 1, 2022 through June 30, 2025 (hereinafter referred to as the "Agreements")

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ARTICLE I - BARGAINING UNIT

In accordance with the decision of the Massachusetts Labor Relations Commission, case No.MCR-3790, Unit A and Unit B, the Town of Carver hereby recognizes the Union as the exclusive Collective Bargaining Agent for the purposes of negotiations, relative to wages, hours and working conditions in Unit A for “all regular police officers who have successfully completed an approved M.C.J.T.C./MPTC training academy.” and unit B for all the regular permanent police sergeants ~~under civil service~~, but excluding the Chief and all other employees. The employer shall not aid or abet, promote or finance, encourage or deal with any other labor group, organization or individual which purports to engage in collective bargaining for employees covered by this agreement or make any agreement with any such group which deals with or concerns the Carver Police Department, except as permitted by law. Employer will not assign and or allow others to perform Bargaining Unit work. Upon completion of their probationary period bargaining unit members shall receive creditable service for the purpose of calculating prospective contractual benefits (e.g., seniority, vacation entitlements, longevity, etc.) for the time spent attending a training academy prior to their admission into the bargaining unit.”

The employer and the union agree to adhere to the provisions of this contract as stated.

ARTICLE II - MANAGEMENT RIGHTS

Subject to applicable law and the express provisions of this agreement, the Town and its Select Board and Police Chief shall not be deemed to be limited in any way in the exercise of the regular and customary functions of municipal management.

ARTICLE III - DISCRIMINATION

There shall be no discrimination against any employee because of union membership or activity, nor because of race, creed, sex or age and that each employee shall receive the full protection of this agreement.

ARTICLE IV – SENIORITY

Seniority means an employee's length of continuous service with the employer since his/her earliest date of continuous full time employment, excluding, until completion of the probationary period, the time spent in a training academy prior to his/her admission into the bargaining unit. Seniority shall be used in the following manner:

- A. To bid on vacations
- B. Seniority will be used to determine shift assignments three (3) times per year, which shall be effective the first week of January, May and September. Shift bids will be conspicuously posted one (1) month in advance, and shall include the projected staffing levels for each shift. Officers will be given one (1) week to submit a bid request, indicating their choices. Any officer failing to submit a bid request by midnight on the closing date of the selection period shall be assigned, at the sole discretion of the Chief, to whatever vacancy remains. Shift assignments shall be posted two (2) weeks prior to the first week of implementation.
- C. Seniority for Sergeants shall mean an employee's length of continuous service with the Town, commencing from the date as a permanent certified Sergeant. When more than one certified permanent Sergeant is appointed on the same day from the same promotional list, seniority shall be determined by the employee's respective position on that list. A seniority list shall be established and posted in a conspicuous place within the police station. This list shall be furnished annually July 1st by the employer and updated upon written request by the union. Seniority shall not be affected by vacations, sick leave, military leave, injury time sustained in the line of duty, unlawful suspension or any other leave of absence agreed upon between the employer and employee, Badge numbers shall be assigned with the lowest number to the most senior employee.

Staffing levels on any particular shift shall be determined solely by the Chief, who shall attempt, insofar as practical, to preserve the identified staffing levels throughout each period of shift assignment. In the event the Chief determines that staffing levels must be adjusted during any of the three (3) annual periods of shift assignment, due to personnel absences expected to or actually lasting for more than four (4) weeks, he/she shall provide notice to the Union indicating specifically where said adjustments are to be made.

Changes in staffing levels on a particular shift which occur during one of the three (3) annual periods of shift assignment shall be posted, following notice to the Union, for a period of five (5) days, and filled pursuant to seniority as defined in this article, In the event that no officer elects to bid on such a posting, involuntary reassignment, from the shift on which an excess position exists to the shift on which the vacancy exists, shall be accomplished through inverse seniority. Any officer reassigned to a shift pursuant to the provisions of this paragraph will not lose any applicable differentials during the duration of such reassignment.

Officers who are out on injured-on-duty (IOD) leave and/or approved medical leave of absence shall be entitled to exercise their seniority rights for each shift assignment bid; provided, however, that no officer who changes his/her shift as a result of a bid while they are out on IOD leave or approved medical leave of absence shall begin receiving or lose any assignment differential (e.g., night differential, assignment stipend, etc.) associated with their new assignment until such time as they have actually returned to duty.

In the event the Chief intends to implement split shifts pursuant to Article V, seniority will be used to determine assignment to a specific rotation group (e.g. "8A-4P and 4P-12A, and 12A-8A and 12A-8A and 8A-4P"). The number of officers assigned to split shifts shall be limited to two (2) during any of the three (3) annual shift assignment periods. Officers assigned to a split shift shall receive a two percent (2%) assignment differential, which shall be in addition to the night differential. In the event no officer(s) bid for a split shift, assignment thereto shall be by inverse seniority.

COMP DAYS FOR SHIFT CHANGE

Any member who works more than his/her four (4) days in a row due to a day off change during shift bid assignments shall be compensated in the following manner:

- Five (5) days in a row receive one-half (1/2) comp day
- Six (6) days in a row receive one (1) comp day
- Seven (7) days in a row receive one and one-half (1 1/2) comp days
- Eight (8) days in a row receive two (2) comp days

A. NEW RECRUITS

1. Upon graduation from the full time academy the new officer will be assigned to the day shift for one week, Monday through Friday as a normal working shift for the purpose of orientation.
2. After completion of orientation the new officer will be assigned to regular work shift as per the current contract to serve a three (3) month road break-in period.
3. Break In Period: The new officer will be rotated through all three shifts with the departmental FTO (8a-4p, 4p-12a and 12a -8a) spending two (2) weeks on the 12a-8a shift, five (5) weeks on the 8a-4p, and five (5) weeks on the 4p-12a shift (MOA 081523) during this break in period. At the end of the break in period, the officer shall remain on that shift until the next scheduled departmental shift bid and thereafter be allowed to participate in the contract's current shift bid process,
4. New officers will not be eligible to work an overtime shift until rotated through all three shifts and approved by the Chief (MOA 081523) to work alone.
5. New officers may work paid police road details after the orientation week at the discretion of the Chief. (MOA 081523)
6. All new officers shall ride with their assigned FTO or a veteran officer during their break in period until cleared to work alone by that shift Sergeant and/or the Chief. (MOA 081523)
7. If, after completing the three (3) month break in period, the new officer has not received a release to work alone by all the Sergeants and the Chief, the officer will remain assigned with the FTO or veteran officer and continue to receive training. This officer's work performance will be monitored and reviewed during his/her first year's probation for continued employment allowing for all the rights and concessions in accordance under the current CBA and MOAs (MOA 081523)

B. LATERAL TRANSFER OFFICERS

1. Any officer with a minimum of 18 months prior full-time, law enforcement experience with one of more Massachusetts agencies, and who attained Massachusetts POST certification, will be assigned to the day shift for one (1) week, Monday through Friday as a normal working shift for the purpose of orientation.

2. Break In Period: The officer will be rotated through all three shifts with a departmental FTO (8a-4p, 4p-12a and 12a -8a) spending two (2) weeks on the 12a-8a shift, two (2) weeks on the 8a-4p, and two (2) weeks on the 4p-12a shift during this break in period. At the end of the break in period, the officer shall remain on that shift until the next scheduled departmental shift bid and thereafter be allowed to participate in the contract's current shift bid process,.
3. Lateral transfer officers will not be eligible to work an overtime shift until rotated through all three shifts and approved by the Chief to work alone.
4. Lateral transfer officers may work paid police road details after the orientation week at the discretion of the Chief.
5. All officers shall ride with their assigned FTO or a veteran officer during their break in period until cleared to work alone by that shift Sergeant and/or the Chief
6. If, after completing the six (6) week break in period, the lateral transfer officer has not received a release to work alone by all the Sergeants and the Chief, the officer will remain assigned with the FTO or veteran officer and continue to receive training. This officer's work performance will be monitored and reviewed during his/her first six (6) month probation for continued employment allowing for all rights and concessions, in accordance under the current CBA and MOAs. (MOA 081523)

ARTICLE V - HOURS OF WORK

The work week for the Carver Police Department shall consist of a four (4) and two (2) work schedule, to be implemented within the Carver Police Department, and will not be deviated from except in dire emergency determined by the Chief with an average of thirty-seven and one-half (37^{1/2}) hours a week over any six (6)-week period. Any work performed beyond eight (8) hours in a day shall be paid at one and one-half (1 1/2) the hourly rate and in excess of the average thirty-seven and one-half (37 1/2) at time and one-half. If after completing a scheduled tour of duty, an employee is called back to work, he/she shall receive time and one half his/her hourly rate for work performed, but in no event, less than four (4) hours pay beginning from the time the officer reports to work. All shifts will be eight (8)-hour duration.

In his/her discretion, the Chief of Police may implement a split shift schedule. The number of

officers assigned to split shifts shall be limited to two (2), one (1) from Unit A and one (1) from Unit B during any of the three (3) annual shift assignment periods. Officers assigned to a split shift shall receive a two percent (2%) assignment differential which shall be in addition to the night shift differential. In the event no officer(s) bid for a split shift, assignment thereto shall be by inverse seniority. In the event a split shift schedule is to be implemented, its commencement shall correspond with the start of the next scheduled seniority shift bid.

The Town agrees to create a fourth (4th) permanent Sergeant position, which shall be assigned to a "four (4) and two (2)" schedule. The Town further agrees to create two additional permanent Sergeant Positions. (*MOA 030221*)

ADMINISTRATIVE SCHEDULE

All officers placed on Injured-On-Duty (IOD) leave, extended sick leave and/or medical leave, for an expected duration of more than fourteen (14) days, shall be assigned to an administrative schedule consisting of a Monday through Friday (5 and 2) workweek on the day tour. Officers assigned to the administrative schedule shall earn one (1) administrative day every three (3) weeks which shall be utilized in lieu of a paid sick day. Officers so assigned to an administrative schedule who are required by the Town to attend a medical examination more than once every two (2) months shall be compensated at their applicable overtime rate for all such additional medical examinations.

Police officers who are absent from duty (with or without pay, excepting officers who are receiving sick leave compensation pursuant to Article IX Sick Leave) shall have certain benefits prorated according to the amount of time they are absent from work during a fiscal year. The benefits that are subject to the following:

1. Clothing allowance
2. Vacations and personal days
3. Sick leave

Employees who are continuously absent for more than 12 months will not accrue the above listed benefits for any additional absence. An employee who is continuously absent for 12 months and who does not return to work (ie: retires, resigns, dies, etc) shall be entitled to payment of all accrued sick leave at the rate of 75%. This provision shall apply only to officers injured or sick after July 1, 2008

SHIFT SWAPS

The following restrictions apply to shift swaps.

1. Appropriate shift swap forms shall be filled out and signed by both officers and placed in Chiefs door within one (1) week after the date of swap.
2. Swapping of shifts will only be permitted to allow members to swap shift for shift, not for details,
3. An officer cannot swap with an intermittent unless it is a regularly scheduled for each officer involved in swap.
4. The swap must be paid back within one (1) year from the time of the swap, if not an officer can be assigned to work a payback shift by the chief at the chief's discretion
5. No overtime will result from shift swaps; however, an officer can earn shift commander pay as a result of the shift swap

ARTICLE VI – OVERTIME

Overtime shall be equally and impartially distributed among the permanent employees of the bargaining unit and a list shall be established showing such overtime distributed. Pursuant to the parties practice, responsibility for maintenance of the list shall remain with Union Personnel. This list shall be furnished to the Employer and posted within the police station.

Full time police officers will have first refusal on all overtime. On duty union personnel will be responsible for calling in replacements for vacant shifts, except in emergency situations, at which time union personnel off duty may call.

No officer can be ordered to work overtime unless the overtime list is called first, except during an emergency situation. If the overtime list is exhausted then the Chief or his/her designee can order an officer in to work overtime by inverse seniority. An order in list shall be established and posted by the union in the station and the least senior member next on the list shall be ordered in, except members on Vacation, Personal, Funeral, Sick, Military leave or Swap days.

Any member is considered to be on vacation, personal, funeral, sick leave and swap from a time starting eight (8) hours prior to his/her scheduled shift, from which within the police station. Details will be equally and impartially distributed among the employees of the bargaining unit. A list shall be established by seniority and the hours recorded of work performed he/she is taking leave, to eight (8) hours after the end of his scheduled shift. The order in list shall start at a junior member each July 1st.

In lieu of overtime pay, employees may opt to take compensatory time at a rate of one and one-half (1 1/2) times each overtime hour worked. Compensatory time will be capped at four hundred eighty (480) hours per member at any given time.

ARTICLE VII – DETAILS

The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service to ensure public safety. Therefore, notwithstanding any regulations to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at any public function in the Town. The Chief shall have the further discretion to determine the number of officers assigned to any such instance to maintain public safety. Officers who work a detail extending longer than four (4) hours shall receive eight (8) hours of detail pay.

Effective March 1, 2023, the parties agree to amend Article VII, "Details," by providing for a current detail rate of Sixty-five dollars (\$65.00) per hour.(MOA 022123) The parties further agree that

on the effective date of the contract that details over four (4) hours be paid at eight (8) hours and that details over eight (8) hours be paid on at two (2) hour increments thereafter at the rate of time and one-half (1 1/2) the detail rate.

Pursuant to the parties practice extra work details shall be posted as far in advance as possible by Union Personnel in a conspicuous place within the police station. Details refused shall be recorded by the hours on the list. An officer will not be charged with a refusal if he/she is not given two (2) hours of advance notice of said detail. Any detail not being filled by a member of the bargaining unit may be filled by the Chief or his/her designee with someone outside of the bargaining unit. A minimum of four (4) hours pay shall be required on all private details. A five dollars per hour (\$5.00/hr) (MOA 022123) increase for details shall apply under the following circumstances:

- A. establishments, which serve alcohol
- B. for officer in charge of detail with three (3) or more officers.

Officers shall be paid one and one-half (1 1/2) times the detail rate during an emergency between 4 pm and 7 am (i.e.; strike, short notice, power outage, pole hit, etc).

All details for the Town of Carver shall be paid the members' overtime rate. Members shall receive no less than four (4) hours minimum pay. Upon the completion of the four (4)-hour minimum, Town details; 4 hour minimum then hour for hour over 4 hours. Details requested by the Town of Carver (ie, DPW, School, Elections) are exempt from the eight (8) hour minimum detail requirement. (MOA 022123)

Detail rate for outside the work hours of 7am-4pm M-F and holidays as listed in Article XII shall be paid at one and one-half (1 1/2) times the detail rate.

Details requested the same day of the detail or after 4pm for a detail starting the following day (MOA 022123), shall be paid at a minimum of 8 hours detail pay. If a private vendor cancels a detail within 4 hours of start time, the officer shall be paid a minimum of 4 hours detail pay. [*Reference MOA June 4, 2019*]

Labor Dispute Detail Rate – In the event officers are requested to provide safety and security during a labor dispute/strike, officers shall be paid at two (2) times the detail rate. (MOA 022123)

ARTICLE VIII - SICK LEAVE

Employees shall be granted sick leave under the following schedule:

1. Employees shall, at the beginning of the fiscal year, be credited with fifteen (15) days sick leave.
2. There may be up to two hundred (200) sick days accumulation.
3. Absence due to immediate family illness shall not exceed ten (10) days per year. Immediate family is defined as spouse, children, mother, father, sister and brother.
4. Medical evidence may be required following the sixth (6th) occurrence of absence in a fiscal year in order to be eligible for use of paid sick leave for each absence after the sixth (6th) occurrence. The town shall reimburse the officer for his/her out-of-pocket expenses incurred in obtaining the required medical evidence. In the event the town orders an officer to be examined by a physician of its choosing for purposes of determining fitness for duty, the Town will bear the cost of such examination, and the officer will be compensated at time and one half (1 1/2) their regular rate of pay if required to attend said examination, and the officer on his/her off duty time.
5. Employer shall buy back employees sick leave at retirement at a rate of seventy-five (75%) percent.
6. New hires shall earn and may use three quarters (3/4) of a sick day per month of service up until July 1st when the provisions of No. 1 (above) take effect.
7. In order to be eligible for use of paid sick leave, employees shall be required to call in at least one (1) hour prior to the start of their scheduled tour, and notify the dispatcher of the reason(s) for their absence, In the event the employee is unable to call in at least one (1) hour prior to the start of their regularly scheduled tour said notification shall occur as soon as possible thereafter. Except for emergency situations, failure to notify the dispatcher at least one (1) hour prior to the shift start time shall result in the denial of paid sick leave.
8. Any officer who calls in sick will not be eligible for overtime or details for the eight (8) hour period following his/her shift.

SICK LEAVE INCENTIVE PROGRAM

Employees shall be awarded one (1) personal day for every three (3) months worked without use of sick leave (any three (3) consecutive months, not overlapping).

The personal day earned must be used during the three (3) month period following the qualifying sick leave. Not more than four (4) personal days may be earned in a one (1) year period.

ARTICLE IX - FUNERAL LEAVE

Funeral leave will be granted for four (4) days with pay for the employee who has a death in his/her immediate family. The immediate family shall include the officer's spouse, and the following individuals in relation to either the officer or the officer's spouse or household member: children, father, mother, sister, brother or grandparents. Each member of the bargaining unit will be granted one (1) bereavement day in the event of the death of the member's (or the member's spouse's or household member's) aunt and or uncle.

ARTICLE X - PERSONAL DAYS

The employer agrees to give each member of the bargaining unit on July 1st, three (3) personal days per year, none of which will be deducted from sick leave. These three (3) days will be used for personal reasons and cannot be denied. New hires shall earn and may use one (1) personal day for every four (4) months of service up until July 1st. Personal days cannot be carried over to another fiscal year, except one earned from sick leave incentive program.

ARTICLE XI - VACATION LEAVE

1. For less than one (1) years service, one (1) day per month, not to exceed ten (10) days and must be used prior to July 1st.
2. Completion of one (1) years service, two (2) weeks vacation
3. Completion of one (1) years service one (1) day for every two (2) years service in addition to two (2) weeks, to a maximum of four (4) weeks.

4. The vacation week shall consist of seven (7) days. Days off accrued during vacation shall be credited to the officer and taken at a later date with sufficient notice for same. Vacations shall be picked by seniority and can only be canceled by the employee, unless there exists an emergency serious enough to pre-empt authorized absence
5. On July 1st, all members shall be awarded vacation time earned throughout the year.
6. Notice of intent to use vacation leave for duration of four (4) days or more must be submitted to the Chief (or his/her designee) no later than two (2) weeks prior to the start of the vacation. Notice of intent to use vacation leave for periods of less than four (4) days duration must be submitted to the Chief (or his/her designee), The parties agree that if a request for vacation day results in a need for the shift to be filled on an overtime basis, and the shift cannot be filled on a voluntary basis (i.e., without resulting in an officer being ordered in to fill the shift) the request shall be denied.
7. Vacation, comp time will be allowed so long as it does not cause shift assignment to fall below one officer regularly assigned to the shift. Officers on sick, personal or disability leave do not count towards the number of officers working,
8. Vacation days requested and granted shall not be rescinded.
9. Personal, sick leave incentive and sick days cannot be denied.
10. Vacation requested shall be on a first come first approved basis, unless officers request vacations on the same day. In such case, vacation days will be granted by seniority.
11. Five (5) vacation days may be carried over into the next fiscal year.
12. At the Officer's request, the Town agrees to buy back up to 40 hours of vacation per year at straight time provided the request is made prior to June 1st of that fiscal year
13. Employees hired on or after July 1, 2016 shall receive the following:
 - 10 days (80 hours) vacation after completing academy and probationary period.
 - 15 days (120 hours) vacation after 7 years
 - 20 days (160 hours) vacation after 15 years
 - 25 days (200 hours) vacation after 25 years

ARTICLE XII – HOLIDAYS

Employees shall be granted pay for the following Holidays:

New Year's Day	Martin Luther King Day	Washington's Birthday
Patriot's Day	Memorial Day	Independence Day
New Year's Eve	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	Law Enforcement Day	Juneteenth (MOA 081523)
Christmas Eve (MOA 030221)		

Employees, who work the holiday, including officers on overtime, shall receive double time, and those who do not work the holiday shall receive an extra days pay. Employees working (including officers on overtime) Memorial Day, July 4th, Thanksgiving, Christmas, New Year's Day and Labor Day will receive two and one half-times (2 1/2) the regular rate. All members working the holiday on overtime shall be paid that holiday's respective rate i.e: 2 or 2 1/2 times the members regular pay rate. Any officer not scheduled to work a holiday and who uses a sick day on the last scheduled work day after the holiday shall not be paid for the holiday

ARTICLE XIII - BASE PAY RATES

Unit A

Grade 1 Patrol Officer service completed up to nine (9) months

Grade 2 Patrol Officer service completed nine (9) months

Grade 3 Patrol Officer service completed two (2) years

Grade 4 Patrol Officer service completed three (3) years

Grade 5 Patrol Officer service completed Five (5) years

Grade 6 Patrol Officer service completed ten (10) years

Unit B

Grade 1 Sergeant upon promotion

Grade 2 Sergeant service three (3) years as a permanent Sergeant

Grade 3 Sergeant service five (5) years as a permanent Sergeant

Grade 4 Sergeant service ten (10) years as a permanent Sergeant (MOA 111621)

The parties further agree that upon the Department submitting the application for assessment of certification, all members of the CBA shall receive a stipend equivalent to one percent (1%) which shall to be added to the officer's base pay. (MOA 030221)

LONGEVITY

Additional Longevity payment pay increases of three hundred-dollars (\$300.00) dollars per year after completion of five (5) years for the next five (5) years. On the anniversary of the fifteenth year the employee shall receive an additional three hundred fifty dollars (\$350.00).

On the anniversary of the twentieth year, the employee shall receive an additional five-hundred dollars (\$500.00). (MOA 030221)

On the anniversary of the twenty-fifth (25th) year, the employee shall receive an additional five-hundred dollars (\$500.00) which shall be included in the officer's base pay. (MOA 111621)

July 1, 2022 2% (FY 23)
July 1, 2023 2% (FY 24)
July 1, 2024 2% (FY 25)

	Unit A Base Pay Rates FY 23-FY25		
	FY23 (7/1/22)	FY24 (7/1/23)	FY25 (7/1/24)
COLA	2% + 1% C.S.	2% + 1% C.S.	2% + 1% C.S.
Patrol Officer 1 9M-	\$58,031.01	\$59,771.94	\$61,565.10
Patrol Officer 2 9M+	\$60,684.81	\$62,505.35	\$64,380.51
Patrol Officer 3 2+	\$63,335.97	\$65,236.05	\$67,193.13
Patrol Officer 4 3+	\$65,987.15	\$67,966.76	\$70,005.76
Patrol Officer 5 5+	\$68,244.94	\$70,292.29	\$72,401.06
Patrol Officer 6 10+	\$70,292.29	\$72,401.06	\$74,573.09

	Unit B Base Pay Rates FY23-FY25		
Yr 1	\$77,591.98	\$79,919.74	\$82,317.33
Yr 3	\$79,764.56	\$82,157.50	\$84,622.22
Yr 5	\$81,997.96	\$84,457.90	\$86,991.64
Yr 10	\$84,457.90	\$86,991.64	\$89,601.38

All officers who bid and are assigned to night tours of duty between the hours of 4:00 p.m. and 8:00 a.m. shall receive a night differential of six (6%) percent on July 1, 2003.

Parties agree that the night shift differential follows the persons bid.

ARTICLE XIV - UNIFORM ALLOWANCE

SECTION 1 CLOTHING ALLOWANCE

Each employee in the bargaining unit shall receive an annual uniform and clothing replacement allowance (which may also be used to purchase shoes) in the amount of eleven hundred dollars (\$1100.00). (MOA 111621)

- A. Each employee shall submit to the chief of police for payment, vouchers for uniforms and clothing purchased in an amount not to exceed eleven hundred dollars (\$1100.00). (MOA 111621) and such vouchers shall be paid by the Town of Carver forthwith upon presentation.
- B. Uniforms and clothing so purchased must conform to department specifications.
- C. A newly appointed officer shall, during the first year, be issued adequate uniforms by the Chief at no cost to the officer until the beginning of the next fiscal year.

SECTION 2 EQUIPMENT

The Town, at its sole cost and expense, shall supply to all employees all leather goods, handcuffs, mace, revolvers, holsters, belts, nightstick, shoulder patches, badges, flashlights, batteries, gun permits and other such equipment as is designated by the Chief, which equipment shall remain the property of the Town.

ARTICLE XV - JOB SECURITY/JUST CAUSE

Any disciplinary action taken against an employee for any reason shall be stated in writing to the employee to allow him to prepare a defense. Sufficient time, other than working hours, shall be granted said employee for this purpose. The employee shall have the right to be represented by counsel of his choosing at any hearing conducted by the Employer. The Union reserves the right to be present at said hearings and to assist the Employee in his defense. Any disciplinary action instituted against an employee shall be in compliance with the provisions of G.L.c.31. An appeal of the imposition of a

disciplinary action shall be either to the Civil Service Commission or to arbitration by the way of the grievance procedure but not both.

The Chief reserves the right to issue discipline consistent with the rules and regulations under civil service law. Any discipline imposed greater than five (5) days shall be determined by the appointing authority. (MOA 111621)

Employees will not be disciplined or discharged without “just cause”. An employee who has been disciplined or discharged may elect to appeal his/her discipline or discharge to binding arbitration in accordance with the grievance procedure of this Agreement and pursuant to the provisions of Section 8 of Chapter 150E; provided that, upon filing for arbitration, any such election will constitute a waiver of any right to appeal such matter to Civil Service. (MOA 111621)

ARTICLE XVI - MAINTENANCE OF EQUIPMENT

The Employee shall bring to the attention of the Employer in writing any defects in equipment and the Employer shall correct the situation without delay.

ARTICLE XVII - EDUCATIONAL INCENTIVE

Section 1. Effective July 1, 2012, permanent full-time police officers hired prior to August 1, 2012 and officers hired laterally thereafter who are qualified for and who are receiving benefits pursuant to G.L. c. 41, §108L shall be eligible for the following Education Incentive as provided for in G.L. c. 41, sec 108L:

- Employees who possess an Associate's degree or sixty credits earned towards a Baccalaureate Degree from a four-year accredited college or university shall receive an education incentive of ten percent (10%) greater than his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck.
- Employees who possess a Bachelor's Degree from a four-year accredited college or university shall receive an education incentive of twenty percent (20%) greater than his/her base salary per year, payable in a pro rata amount in the employee's regular

paycheck.

- Employees who possess a Master's Degree or Juris Doctorates from an accredited college or university shall receive an education incentive of twenty-five percent (25%) greater than his/her base salary per year, payable in a pro rata amount in the employee's regular paycheck.

Such pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime (in accordance with Article XIII herein), and other compensable leave, and shall be deemed and is regular compensation (Defined by M.G.L.c.31s1) for pension/retirement purposes to the extent allowed by law and shall be part of their weekly compensation. All eligibility criteria including but not limited to all degree requirements for G.L. c. 41, §108L shall be applicable to degrees for this benefit

Section 2. Effective upon ratification, permanent full-time police officers hired prior to August 1, 2012, shall be eligible for benefits under Section 1 above, Employees hired as full-time police officers by the Town of Carver after August 1, 2012, shall be eligible for an educational incentive of three thousand five hundred (\$3,500.00) Dollars for an Associate's Degree in Law Enforcement, five thousand five hundred (\$5,500.00) dollars for a Bachelor's Degree in Law Enforcement, and Six Thousand five hundred (\$6,500.00) dollars for a Master's Degree in Law Enforcement, by an accredited college or university.

Effective July 1, 2022, Employees hired as full-time police officers by the town of Carver after August 1, 2012, shall be eligible for an educational incentive of four thousand dollars (\$4,000.00) in FY23, four thousand five hundred (\$4,500.00) in FY24, and five thousand dollars (\$5,000.00) in FY25, for an Associate's Degree in Law Enforcement; six thousand dollars (\$6,000.00) in FY23, six thousand five hundred (\$6,500.00) in FY24, and seven thousand dollars (\$7,000.00) in FY25, for a Bachelor's Degree in Law Enforcement; and seven thousand dollars (\$7,000.00) in FY23, seven thousand five hundred (\$7,500.00) in FY24, and eight thousand dollars (\$8,000.00) in FY25, for a Master's Degree in Law Enforcement; by an accredited college or university. (MOA 111621)

All eligibility criteria for GI. c. 41, §108L shall be applicable to degrees for this benefit. Such pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime (in accordance with Article XIII herein), and other compensable leave, and shall be deemed and is regular compensation (defined by M.G.L. c.31s1) for pension/ retirement purposes to the extent allowed by law and shall be part of their weekly compensation. [Reference MOA June 4, 2019]

ARTICLE XVIII - COURT TIME

Appearance in any court of the Commonwealth of Massachusetts as a witness for the government at other than normal working hours shall be compensated for at one and one-half (1 1/2) times the hourly rate of pay but in no event shall he/she receive less than four (4) hours pay. No court time will be allocated, when an officer is attending court from an incident that occurred from a previous employment. All members to receive ten dollars (\$10.00) a day meal expense for court time, if such court time goes beyond the noon hour (12 pm).

ARTICLE XIX - HEALTH AND WELFARE

The Employer agrees to grandfather employees hired prior to June 30, 2025 and to supply those Employees through group insurance health and life insurance plans currently available to municipal employees, and further agrees to assume seventy-five percent (75%) of the cost of the plans.

For Employees hired on or after June 30, 2025, the Employer agrees to supply the employee through group insurance health and life insurance plans currently available to municipal employees, and further agrees to assume sixty-five percent (65%) of the cost of the plans.

Any employee who chooses not to participate in the Employer's group health insurance benefit, shall receive an annual stipend of two-thousand dollars (\$2,000.00) at the conclusion of the fiscal year, not to be included in the officer's base pay. (MOA 111621)

ARTICLE XX - LEAVES OF ABSENCE

Leaves of absence shall be granted for the following reasons, but not limited to those listed:

1. Military leave of absence with full pay not to exceed seventeen (17) calendar days per fiscal year.
2. Leave of absence with full pay for authorized schooling.
3. The Town and Union agree to add The Federal Health Care bill and abide by rules for leaves of absence.
4. Members of the Bargaining Unit who are required to appear for jury duty in a state or Federal Court, if they are required to work on that day (whether on a night or day shift), shall, for the duration of said jury duty, be considered temporarily transferred to the day shift, and said jury duty shall be considered their work assignment for the days in question. Employees shall not be entitled to overtime compensation for jury duty regardless of the length of service. No employee shall be entitled to additional compensation in the event jury service falls on the employee's day(s) off. No employee shall lose the night differential as a result of a temporary re-assignment for jury duty.

ARTICLE XXI - IN-SERVICE TRAINING

Section 1. Officers will attend forty (40) hours of in-service training one (1) week at the M.P.T.C. at Plymouth, as long as they conduct said program. Officers assigned to this in-service shall receive overtime pay for all scheduled days off during this week. Officers may be assigned up to twenty (20) hours of on-line training at the sole discretion of the Chief.

Section 2. ADDITIONAL TRAINING The Department shall past notice of all training available to officers. Officers interested in attending any training shall indicate their interest in writing to the Chief. Determinations as to what training is available and selection for attendance shall be at the sole discretion of the Chief. Officers expressing an interest in a particular training session who are selected, but not mandated, to attend, shall not be compensated for any attendance outside their normal duty hours. Officers who attend trainings consisting of three (3) or more days, will attend said training in lieu of their normal shift(s).

Sergeants will attend sergeant's in-service training with same agreement as officers. If a sergeant misses sergeant's in-service training, he/she will attend next training session whether, or not for sergeants.

All members to receive ten dollars (\$10.00) a day meal expense while out of town, for training.

Any bargaining member who attends any training sessions, except In-service training, during his day off or outside of his assigned shift shall be compensated at the overtime rate. Members will participate in Department in-house in-service training twice a year, without compensation for a total of two four-hour sessions. Officers required to make up hours of session, if absent, at the Chief's discretion. This makeup date shall not interfere with officer's scheduled vacation leave.

ARTICLE XXII - DEFIBRILLATOR/FIREARM STIPEND

1. No officer shall be expected or required to obtain or maintain an EMT Certification. Officers shall continue to provide first responder service. All personnel shall be provided with operational defibrillators and patrol rifles.
2. Maintenance of defibrillators shall be the sole responsibility of the Town.

ARTICLE XXIII - GRIEVANCE PROCEDURE

Any grievance between the parties which involves interpretation or application of the express terms of this agreement, the disposition of which is not provided for in law, rule, or regulations shall be settled in the following manner:

STEP 1

The aggrieved employee, with or without a union steward and/or representative shall present the grievance in writing within three weeks excluding Saturdays, Sundays, and Holidays, of the incident upon which the grievance is based, to the Chief. The Chief shall adjust the grievance at once or within five (5) days excluding Saturdays, Sundays, or Holidays, schedule a hearing and after said hearing shall

respond in writing within five (5) days of the hearing excluding Saturdays, Sundays, and Holidays. When a grievance is filed by an employee without the Union Steward or representative, the local Union Chairman shall be notified and if a hearing is to be held, he/she may designate a representative who shall be given the opportunity to be present at this step. Whether or not the Union avails itself of this right, the disposition of the grievance shall not be inconsistent with the terms of this agreement.

STEP 2

If no satisfactory resolution is forthcoming from the Chief within four (4) weeks after said hearing, excluding Saturdays, Sundays and Holidays the employee may appeal in writing to the Town Administrator. The Town Administrator shall schedule a hearing with the employee and his/her Union representative, if any, within ten (10) working days of submission of the grievance to step two (2), excluding Saturdays, Sundays and Holidays. The Town Administrator shall issue a written decision within five (5) working days after the hearing, excluding Saturdays, Sundays and Holidays.

STEP 3

If no satisfactory resolution is forthcoming from the Town Administrator within four weeks excluding Saturdays, Sundays, and Holidays, after said hearing, the employee may appeal in writing to the Select Board. The Select Board shall act as a Grievance Board or shall designate a Grievance Board made up from members of the Select Board. The Grievance Board shall schedule a hearing with the Employee and his representative, if any, within fifteen (15) working days excluding Saturdays, Sundays and Holidays. The Grievance Board shall respond in writing within ten (10) working days excluding Saturdays, Sundays, and Holidays, after the hearing.

STEP 4

If the grievance has not been settled by Step 3, either the Union or the Town may refer it to arbitration within four weeks of the disposition under Step 3. If an arbitrator cannot be agreed upon, the parties will submit the matter to the American Arbitration Association for selection in accordance with their procedures except where otherwise provided in this agreement. The arbitrator's decision shall be supported by substantial evidence on the record as a whole. The decision shall be in writing with a full statement of findings and reasons. The decision of the arbitrator shall be final and binding on the parties; provided that the arbitrator shall have no power to modify, amend or alter the agreement. The expense of the arbitrator shall be borne equally by the parties.

The above procedure shall not apply to temporary employees by who have been continuously employed the Employer in the same position for less than nine (9) months, In the event no hearing is held, the time limits provided at each step for answering the grievance shall commence with submission of the grievance to that particular step, In the event that no written response is provided within the required time limits, it shall be deemed a denial of the grievance, and the union shall be entitled to move the grievance forward.

When there is an alleged violation of this agreement resulting from the occurrence or non-occurrence of a specific event, incident or action, the union may file a grievance and use the above steps of the grievance procedure, provided, however, that the grievance must be initially filed within thirty (30) calendar days from the date the employee knew or should have known of the occurrence or non-occurrence of the specific event, incident or action which has resulted in the alleged violation.

The time limits specified in this grievance procedure may be extended by mutual agreement of the parties. Any grievance which is not moved forward to the next step within the time limits specified by this Agreement (or by mutual agreement of the parties) shall be deemed to be waived.

Any grievance filed under the provisions of this Article which is the subject of an appeal before any administrative agency, including the Civil Service Commission, Labor Relations Commission and the Massachusetts Commission Against Discrimination, shall not be entitled to proceed to arbitration (Step 4) hereunder.

For any promotional bypass grievances filed pursuant to Article XXIII, (so-called “bypass appeals”) such appeals must be filed within 60 days (civil service standard) of the notice of bypass; and will proceed directly to arbitration without the need to be presented at the initial steps of the grievance process. In such matters, individual bargaining unit members have the right to demand and process appeals to arbitration, and in doing so will be responsible for their own expenses and counsel fees, and also will be solely responsible for sharing the arbitration fees with the Town. This is consistent with the long standing practice of the Union not to represent members in Civil Service Bypass appeals, and this

provision is designed to allow members the right, in the absence of a civil service appeal, to due process in promotions. (MOA 111621)

By agreement of both parties, a meeting will be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting.

ARTICLE XXIV – DURATION

This Agreement between the Employer and the Union will be in effect July 1, 2022 and shall continue in full force and effect to and including Midnight June 30, 2025. During the successor contract negotiations, the terms of this agreement shall remain in full force and effect. Unless explicitly stated otherwise, all provisions of this agreement shall be effective upon the date of execution.

ARTICLE XXV - HONOR GUARD

The Union will create an official honor guard and provide dress uniforms for members. The Town will allow the Honor Guard to attend wake and funeral of fallen officers throughout New England and compensate members with straight compensatory time, not one and one-half (1 ^{1/2}) compensatory time, for such time as is necessary to accomplish Honor Guard tasks. The Town will provide the use of a marked police cruiser, if possible, for the Honor Guard. The Town will compensate members for not more than eight (8) hours per day and a total of eighteen (18) days total per year for the entire union. If overtime would be needed to cover an attending officer's shift then, shift swaps would be used to cover officers scheduled to work during honor guard duties, if it will cost the Town overtime for his/her absence then the officer cannot attend.

The Town will assist the Carver Police Union and its members with the procurement of items and equipment for use towards honoring the Town of Carver, fallen brother and sister officers, the men and women of the Armed Forces of the United States, and participation in parades or other public events so long as there is no cost to the Town in doing so.

ARTICLE XXVI - PERSONNEL FILE

Each member of the Bargaining Unit will be entitled to access his/her personnel file upon appropriate notice to the Chief of Police. This will include his/her full right to examine each and every document in his/her personnel file and there will be only one personnel file kept on each member of the Bargaining Unit.

No derogatory documents will be placed in personnel files without first notifying the involved officer and having said officer initial this document acknowledging that he/she has been shown said document. Officers may be entitled to file rebuttal documents to any derogatory material placed in their personnel file.

There may be no unfounded complaints placed in said file. They shall be placed in a separate file.

PERSONNEL RECORDS

An employee shall have the right, upon request, to examine and copy all material, including any and all evaluations, concerning such employee contained in the employee's departmental personnel folder. The Association shall have access to an employee's record upon written authorization by the employee involved.

Whenever any material, including evaluations, is inserted into the employee's department personnel folder, such employee shall be promptly notified in writing and given a copy of said material. The employee shall have the right to answer any material filed in his/her personnel folder, and his/her answer shall be attached to the file copy.

ARTICLE XXVII - SHIFT COMMANDER PAY

On July 1, 2023, any officer in charge (OIC) of the shift shall receive extra pay of thirty dollars (\$30.00) per eight (8) hour shift or three dollars seventy-five cents (\$3.75) per hour for time worked less than eight (8) hours. (MOA 081523)

ARTICLE XXVIII - DETECTIVE POSITION

1. The Detective position will be posted separately from any other document and will be listed as the Detective Position.
2. All interested officers may apply by forwarding a letter or resume to the Chief.
3. The Detective will be selected based on qualifications, experience and ability to do the job. Seniority will apply only if all other factors are equal.
4. Sergeants will be allowed to make recommendations; however, the successful candidate will be selected by the Chief.
5. If the Union wishes to assert that the Chief abused her discretion in the selection of the Detective, the parties agree that the Union may only process that grievance directly to Arbitration.
6. The detective division shall consist of two or more detectives.
7. Members of the detective division shall be assigned to an administrative five and two work schedule, (eight hour shift as determined by the chief) and shall earn one (1) compensatory "administrative" day every three (3) weeks so assigned.
8. The Detective shall work under the direction of the Chief.
9. The Detective will take evidence to court as required.
10. The Detective will be assigned a car and may take it home.
11. The Detective may use his/her clothing allowance for civilian attire.
12. The Detective shall have the same rights as all other officers regarding benefits, including details and overtime. With respect to overtime, the Detective shall be compensated at his/her applicable overtime rate for all hours worked outside of his/her regularly scheduled work hours. The Detective may not be ordered to work a uniformed shift.
13. The Detective shall be appointed for three (3) years, or sooner if removed for just cause, lack of funds or if the Detective voluntarily leaves the position. At the end of three (3) years, or sooner, the Detective position, if funded, will be re-posted and the selection procedure outlined above

will be followed. The incumbent will be permitted to reapply and his/her performance as the Detective may be considered by the Chief.

DETECTIVE

There shall be a position within the bargaining unit entitled Detective, which shall receive, in addition to the officer's regular compensation, an annual stipend of five thousand dollars (\$5,000.00) which shall be added to the officer's base pay. Assignment to this position shall be limited to patrol officers, and shall not be subject to the shift bid provision of Article 1V.

Assignment to the position of Detective shall be accomplished through a job posting, and based upon a determination of the qualification and abilities of all of the applicants. Determination of qualifications and abilities shall be at the sole discretion of the Chief, and shall not be arbitrary, capricious or unreasonable. In the event the Union believes that the selection of the Detective by the Chief is arbitrary, capricious or unreasonable, it may appeal said selection to the Select Board, who shall review the selection pursuant to the express standards contained in this paragraph, and render a decision thereto. The decision of the Chief (and, if applicable, of the Select Board) shall not be subject to the grievance and arbitration procedure. In the event that no officer applies for the position, assignment thereto shall be mandatory upon selection by the Chief.

Assignment to the position shall be for a period of three (3) years, at the conclusion of which, the incumbent shall have the right to reapply for the position (subject to the approval of the Chief) or to decline a new three (3) year assignment. In the event the incumbent declines a new three (3) year assignment she/he shall be eligible to bid on any position subject to the shift bid provisions of Article IV, or to be selected for any other non-bid position.

The Detective shall be assigned to an administrative (five (5) and two (2)) work schedule, Monday through Friday, on the day tour (eight hour shift between the hours of 6 am and 4 pm as determined by the court officer as needed) and shall earn one (1) compensatory "administrative" day every three (3) weeks so assigned. With respect to overtime, the Detective shall be compensated at his/her applicable overtime rate for all hours worked outside of his/her regularly scheduled work hours.

[Reference MOA June 4, 2019]

ARTICLE XXIX - ADMINISTRATIVE SERGEANT/ ACCREDITATION MANAGER
(MOA 030221)

There shall be a position within the bargaining unit entitled Administrative Sergeant/Accreditation Manager (MOA 111621), which shall receive, in addition to the officer's regular compensation, an annual stipend of five thousand dollars (\$5,000.00) (MOA 111621) which shall be added to the officer's base pay. Assignment to this position shall be at the sole discretion of the Chief, and shall supersede the shift bid provisions of Article IV. Assignment to this position shall be for a period of three (3) years, at the conclusion of which, the incumbent shall have the right to reapply for the position (subject to the approval of the Chief) or to decline a new three (3) year assignment. In the event the incumbent declines a new three (3) year assignment she/he shall be eligible to bid on any position subject to the shift bid provisions of Article IV. The Administrative Sergeant shall be assigned to an administrative (five (5) and two (2)) work schedule, Monday through Friday, on the day tour and shall earn one (1) compensatory "administrative" day every three (3) weeks so assigned. The Administrative Sergeant will be assigned a car and may take it home.

With respect to overtime, the Administrative Sergeant shall be compensated at his/her applicable overtime rate for all hours worked outside of his/her regularly scheduled work hours.

- The Union agrees to support and assist in the Chief's request to reorganize the Police department. The union shares the Chief's belief that by adding a Deputy Chief and Detective Unit, will be beneficial to the Town, the Union and more importantly the Community. By reorganizing, it allows room to an expanded the detective division as well as offering members additional opportunities to utilize their individual skill sets. This will require rescinding of civil service for the deputy chief position before it is created.
- The Union supports and recommends the Town file an application to the Legislature of the Commonwealth of Massachusetts to exempt the "Deputy Chief" position only from G.L. c. 31, Civil Service. The warrant article to revoke Civil Service for Deputy Chief will be pursuant to the provisions of MGL c. 4 Section 4B of the Town's

acceptance of the Civil Service laws (Chapter 31) f of the Carver Police Department.

- The duties of the Administrative Sergeant will be assigned to the Deputy Chief starting on or about July 1, 2020, the Swing Shift Sergeant, detectives, or other positions as determined by the Chief and as agreed on by the Union. Section XXIX (Administrative Sergeant) shall be modified by the Chief upon appointment of the Deputy Chief. Section XXVIII (Detective) shall be modified by the Chief upon the appointment of one or more detectives. *[Reference MOA June 4, 2019]*

ARTICLE XXX – CHECKOFF

The employer agrees to deduct the union membership initiation fee assessments and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made, The amounts to be deducted shall be certified to the employer by the treasurer of the union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the 15th of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement.

ARTICLE XXXI - AGENCY SERVICE FEE

The employer shall require as a condition of employment during the life of this Collective Bargaining Agreement that an employee, who chooses not to be a member of the union, make payment of a service fee to the union commencing on or after the thirtieth (30th) day following the beginning of his/her employment or the effective date of this agreement, whichever is later. Such service fee shall be the equivalent of union dues.

ARTICLE XXXII - JUVENILE DETECTIVE/SCHOOL RESOURCE OFFICER AND ARMORER

There shall be a position within the bargaining unit entitled Juvenile Detective/School Resource Officer, which shall receive, in addition to the officer's regular compensation, an annual stipend of five

thousand dollars (\$5,000.00) (MOA 111621) which shall be added to the officer's base pay. Assignment to this position shall be at the sole discretion of the Chief and subject to Town Meeting appropriation, and shall not be subject to the shift bid provision of Article IV. *[Reference MOA June 4, 2019]*

Assignment to the position shall be for a period of three (3) years, at the conclusion of which, the incumbent shall have the right to reapply for the position (subject to the approval of the Chief) or to decline a new three (3) year assignment. In the event the incumbent declines a new three (3) year assignment she/he shall be eligible to bid on any position subject to the shift bid provisions of Article IV, or to be selected for any other non-bid position.

At the discretion of the Chief, the Juvenile Detective/School Resource Officer may be assigned to an administrative (five (5) and two (2)) work schedule, consisting of either a Monday through Friday or Tuesday through Saturday workweek, on the day tour. In the event the Juvenile Detective/School Resource Officer is assigned to an administrative schedule, she/he shall earn one (1) compensatory "administrative" day every three (3) weeks so assigned. The Juvenile Detective/School Resource Officer will be assigned a car and may take it home.

With respect to overtime, the Juvenile Detective/School Resource Officer shall be compensated at his/her applicable overtime rate for all hours worked outside of his/her regularly scheduled work hours.

ARMORER

There shall be a position within the bargaining unit entitled Armorer, which shall receive, in addition to the officer's regular compensation, an annual stipend of two thousand dollars (\$2,000.00), which shall be added to the officer's base pay. Assignment to this position shall be at the sole discretion of the Chief, and shall not be subject to the shift bid provision of Article IV. *[Reference MOA June 4, 2019]*

Assignment to the position shall be for a period of three (3) years, at the conclusion of which, the incumbent shall have the right to reapply for the position (subject to the approval of the Chief) or to

decline a new three (3) year assignment. In the event the incumbent declines a new three (3) year assignment, she/he shall be eligible to bid on any position subject to the shift bid provisions of Article IV, or to be selected for any other non-bid position.

TASER INSTRUCTOR

There shall be a position within the bargaining unit entitled Taser Instructor, which shall receive, in addition to the officer's regular compensation, an annual guarantee of ten (10) hours overtime. Assignment to this position shall be at the sole discretion of the Chief and shall not be subject to the shift bid provision of Article IV.

CHILD PASSENGER SAFETY TECHNICIAN

There shall be a position within the bargaining unit entitled Child Passenger Safety Technician, which shall receive, in addition to the officer's regular compensation, an annual guarantee of ten (10) hours' overtime. Assignment to this position shall be at the sole discretion of the Chief and shall not be subject to the shift bid provision of Article IV.

ARTICLE XXXIII – PROMOTIONS (MOA 111621)

Promotions are based upon the merits of the candidates and their personal performance in the promotion process, and never on favoritism. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

Policy

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Board of Selectman is the Appointing Authority. No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, gender identity, sexual orientation, parental status, veteran status, age, union activity, religion, political affiliation, handicap, or any other protected category. When a vacancy occurs within the Union, the Town shall fill the position within a reasonable amount of time from the date the position becomes vacant.

Procedures

Promotions of sworn personnel are processed under the direction of the Chief of Police. His/her duties shall include:

1. Posting written announcements of any scheduled promotional opportunities;
2. Coordinating with any companies or consultants contracted to participate in the promotion process;
3. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations are kept in a secure location; and will remain confidential to the extent provided through this agreement; and
4. Maintaining copies of active promotion lists.

Testing/Scoring Materials

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of the Chief of Police shall be kept in a secure area approved by the Chief of Police. Promotional materials shall be retained by the Chief of Police for the officer's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, and other related materials.

Notice of a Promotional Process

The Chief or his/her designee shall advise all affected personnel of an upcoming promotional process no less than 120 days in advance of the assessment date by:

1. Immediately posting the notice in a prominent place within the police station;
2. Forwarding the notice to supervisors to be read at roll call; and
3. Forwarding an electronic copy through the department's email system.

Officers out for an extended illness or injury, on administrative or other leave, or on active military duty or otherwise not likely to receive notice shall be sent a copy of the assessment notice by email or first-class mail.

Eligibility

To be eligible for promotion to the rank of Sergeant the candidate must have at least three (3) full years as a Patrol Officer and at least one (1) full year with the Carver Police Department as of the assessment date.

To be eligible for promotion to the rank of Lieutenant the candidate must have three (3) full years as a Sergeant with the Carver Police Department as of the assessment date, unless there are not enough candidates applying for the rank of Lieutenant, then all Sergeants would be eligible.

Promotional Process

Promotions to the next higher rank shall be based on a written test and an assessment center evaluation. The percentages of the final score shall be 40% for written exam and 40% for the assessment center, and 20% for education and experience.

Assessment center evaluations will be given when determined by the Chief of Police, however all vacancies will be filled within a reasonable amount of time following the vacancy.

The Town will consult with the Union and determine the process for assessment centers and provide that to the Union in advance.

Assessment results are valid for one promotional process following the assessment unless otherwise agreed by the parties, but no eligibility list will exceed two (2) years from the date of the assessment.

One (1) Union representative may attend the assessment center for observational purposes, pursuant to the reasonable guidelines established by the organization conducting the assessment center.

If available, videotapes of the assessment center may be reviewed by a team of representatives of the Town and Union solely for the purposes of an appeal process.

In the interest of career development, the Chief of Police shall make every effort to meet with candidates once the promotional process is complete for purposes of providing feedback to candidates. To the extent possible, assessment center representatives will debrief the candidates regarding their performance in the promotional processes.

Candidate Selection

The Chief of Police shall make a written recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience, including veteran status;
2. Results of Assessment Center and written exam;
3. Sick Leave record;
4. Formal education and training;
5. Disciplinary record of the employee;
6. Work ethic and initiative.

Final Selection

The Board of Selectman is the appointing authority and shall determine the final selection of a candidate for promotion. The parties agree that the Union shall have the right to grieve and arbitrate alleged violations of the Promotion Procedure, provided that any grievance cannot challenge any written exam question, any question or any question asked during interviews throughout the promotional process. No individual who is not a member of the bargaining unit shall have the right to grieve any aspect of the Promotion Procedure. No individual shall have the right to arbitrate alleged violations of the Procedure without the approval of the Union. The arbitrator will not have the right to order a particular candidate to be promoted but will have the right to have the promotional process re-done. The Board of Selectman's decision on promotion will stand until the new promotional process is complete.

If the officer who was originally promoted is not selected after the new promotional process, he/she shall be returned to the previous rank held.

The union, however, reserves the right to file grievances and demand arbitration in the normal course which relate to the contractual promotional process and which affect the whole bargaining unit (for example, alleged violations of the promotional process, etc.). All grievances under this promotional process will start at Step II.

The Town, in applying the $2n + 1$ formula, may choose from any of the eligible candidates; however, it will select the top-ranked candidate absent reasonable justification, which shall be provided in writing, and provided to the non-selected candidate who is bypassed. Reasonable justification shall be defined as it is pursuant to GL c. 31. Bypassed candidates may appeal such decisions pursuant to the grievance and arbitration provision of the CBA

ARTICLE XXXIV - INJURED ON DUTY STATUS

The Town shall purchase all accumulated vacation time, personal time, and sick leave incentive days in the event that an officers Injured-on-Duty (IOD) status continues into the following fiscal year.

ARTICLE XXXV - DEATH BENEFIT

The Town shall pay the officers family, estate or beneficiary (named by the officer) all accumulated vacation time, personal time, sick leave, compensatory time, and sick leave incentive days in the event of the officer's death.

ARTICLE XXXVI - SENIOR OFFICER POSITION

All bargaining unit members shall be appointed to a Senior Officer Position" subject to the officer, or officers, making a written request to the Chief. Upon appointment to said 'Senior Officer Position", the officer, or officers, so appointed shall receive, for a three (3) year period, an assignment

differential equal to a day's pay per week.

An officer may elect to be appointed to the "Senior Officer Position" once during his/her career. This appointment shall continue for a period of three (3) years. An officers rate of pay in the Senior Officer Position shall be computed using the agreed upon formula, a copy of which is attached hereto and incorporated herein by reference. (The parties agree that this is the same formula that has been used since 2001.)

An officer may be appointed to the Senior Officer Position on only one occasion (for a single three year period) during his/her employment with the town.

If an officer does not retire or resign at the end of his/her three appointment to the Senior Officer Position, that officer shall continue to accrue paid sick leave during the remainder of his/her employment. Officers shall be permitted to accrue up to 200 days of paid sick leave, but may only receive Senior Officer Position pay for a single three year period. Any sick leave accrued after the conclusion of an appointment to Senior Officer Position may be sold back to the Town at a rate of 75% as indicated in Article VIII (Sick Leave) of the parties' collective bargaining agreement. Members in the bargaining unit may elect to sell back sick days not to exceed fifteen (15) days in any fiscal year or up to 200 days in a lump sum at or within three (3) years prior to retirement. Members may elect to receive payment for the days bought back in accordance with Article VIII at the rate of 75%, or to have the value of those days deposited by the Town into a 457 employer account in the member's name, or any combination of the two. [*Reference MOA dated July 12, 2016*]

Senior Officer Position Formula

It is the intent of the Carver Police Union and the Town of Carver to annually increase the base wage of employees assigned to the "Senior Officer Position" by an amount equivalent to one-third (1/3) of the value of the employees sick leave buy-back at the time of said assignment and to continue that annual increase for the three (3) years of the assignment.

By way of example, an employee with a maximum amount of sick leave accumulation of two

hundred (200) days would receive the value of one hundred fifty (150) days which would be divided by three (3) (the length of the assignment) and then calculated into the employees base pay for the length of the assignment. Again by example, if an employee only had one hundred (100) days accumulated, then the value would be seventy-five (75) days which would be divided by three (3) (the length of the assignment) so that the employees base pay on an annual basis would be increased by the equivalent of twenty-five (25) days and then divided by 52.2 to obtain a weekly base pay amount. The Carver Police Union agrees that this is the compensation formula and that no bargaining unit member would have the right to any other payment formula for the “Senior Officer Position”. Bargaining unit members appointed to this “Senior Officer Position” would waive any claim to the amount of sick leave buy-back used to determine the assignment differential. Projected sick leave accrual in the Senior Officer Position can be applied to the 200 day accrual limit. [*Reference agreement dated April 13, 2001*]

ARTICLE XXXVII - MEDICAL CONTROL OFFICER

The Chief may at his/her sole discretion fill the position of Medical Control Officer. The Chief may post the assignment and may fill the position at his/her discretion. The officer, who shall perform his/her duties as part of his usual assignment, will have the following duties:

1. Infectious control;
2. Defibrillator, first aid/oxygen kit maintenance and service;
3. EMS policy development and review;
4. First aid/first responder compliance; -
5. CPR compliance.

The duties of the Medical Control Officer will not serve as a substitute for any medical training received by Department members as part of the annual in-service training. The police officer assigned to these duties shall be guaranteed ten (10) hours of assigned overtime to perform these duties and shall be paid in the applicable pay period for which it is worked.

ARTICLE XXXVIII - FIREARMS TRAINING

All members of the Department shall be annually certified for both day and nighttime firearms qualifications. Responsibility for the scheduling and completion of the firearms training program is with that officer designated on or about July 1st of each year in writing by the Chief.

All members of the Department shall receive four (4) hours pay at their overtime rate for each firearm certification (1 day and 1 night) annually. Said pay shall be paid in the applicable pay period worked.

The officer assigned to conduct firearms training shall be guaranteed ten (10) hours of assigned overtime to be paid in the applicable pay period when worked.

ARTICLE XXXIX – MISCELLANEOUS

1. All members of the Department shall have a valid license to carry a firearm.
2. The issuing authority shall not act unreasonably and shall have reasonable grounds for the denial or revocation of a license to carry a firearm. Any appeal from any decision of the issuing authority shall be in accordance with the law.
3. Officers shall be required to notify the Chief of any prescription medications
4. they are taking for which there is a reasonable basis to conclude that said medications may impair their ability to perform the essential functions of the position.
5. Each officer shall receive annually an additional eight (8) hours of training pay above the required forty (40) hour of in-service training in exchange for carrying, and deploying Narcan as necessary as well as other training initiatives from the Chief. Policy and Procedures to be mutually agreed upon between the bargaining unit and Chief.
6. The Parties agree, with at least 21 days' notice before implementation, all membership shall participate in Direct Deposit.
7. Should any negotiated provision of this Agreement require Federal, State, or local legislative amendments the Union and Town shall fully use "best efforts" to support and modify said changes to meet the intent of the negotiated provisions. [*Reference MOA October 29, 2016*]

8. **Accreditation** – The Union and the Chief of Police, or his or her designee, agree to work together toward the Accreditation and/or certification of the Carver Police Department. This goal will require the creation of an Accreditation Manager, at the rank of a Sergeant or above, utilizing the current position in the CBA, referencing Article XXIX “Administrative Sergeant” and the Union and the Chief of Police shall mutually agree on the duties and responsibilities of such position.

9. **Body Worn Cameras** – The Union and the Chief of Police, or his or her designee, shall agree to work together in the development and implementation of a Body Worn Camera policy. Both the Union and the Chief of Police understand that such policy will help provide transparency to the public and protect the officers from fraudulent or untruthful complaints.

The Chief shall place the following two items in the Departments Rules and Regulations:

A. Excluding officers on injured in line of duty status, no officer shall be required to undergo a medical and/or psychological fitness-for-duty examination unless there is a reasonable basis, based on articulable grounds, to suspect that the officer cannot perform the essential functions of the position. No officer shall be required to attend such examination until the Town has provided him/her with a written statement detailing the reason(s) upon which it bases its belief that the officer cannot perform the essential functions of the position.

B. No officer may be required to submit personal samples, including, but not limited to DNA, unless they have expressly waived their constitutional rights against such disclosure in writing.

The Chief shall issue to the President of the Union a letter which provides that he/she has reviewed the Carver Police Department Rules and Regulations, as amended, and does not presently intend to make any changes, amendments or modifications. The Town will comply with all legal bargaining obligations in the event any changes to the Rules and Regulations are contemplated.

ARTICLE XXXX - BI-WEEKLY PAYROLL

No sooner than June 30, 2012, the parties agree to implement, at the option of the Town, a bi-weekly payroll system. The Town will make all good faith efforts to resolve any payroll dispute promptly and in no case longer than five (5) business days.

ARTICLE XXXXI - POLICE BENEVOLENT ASSOCIATION HEALTH AND WELFARE TRUST

SECTION 1. The Town agrees to have a voluntary payroll deduction for the New England PBA Health and Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement. The Trust is a fund administered by the New England PBA and is a joint labor and management managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health and Welfare fund benefits to the employees covered under this agreement and their families. The contributions made by the employer to the New England PBA Health and Welfare Trust Fund shall not be used for any other purpose other than to provide Health and Welfare benefits.

SECTION 2. The Town of Carver shall not be held liable for any loss as a result of the New England PBA Trust, and shall be indemnified as a result of any litigation with respect to this section. The Town of Carver does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the UNION and its exclusive bargaining agent, the New England PBA.

ARTICLE XXXXII- DETECTIVE SERGEANT

There shall be a position within the bargaining unit titled Detective Sergeant, which shall receive, in addition to the officer's regular compensation, an annual stipend of five thousand dollars (\$5,000.00) (MOA 111621) which shall be added to the officer's base pay. Assignment to this position shall be at the sole discretion of the Chief, and shall supersede the shift bid provisions of Article IV. Assignment to this position shall be for a period of three (3) years, at the conclusion of which, the incumbent shall have the right to reapply for the position (subject to the approval of the

Chief) or to decline a new three (3) year assignment. In the event the incumbent declines a new three (3) year assignment, she/he shall be eligible to bid on any position subject to the shift bid provisions of Article IV. The Detective Sergeant shall be assigned to an administrative (five (5) and two (2)) work schedule, Monday through Friday, on the day tour and shall earn one (1) compensatory "administrative" day every three (3) weeks so assigned. The Detective Sergeant will be assigned a car and may take it home.

With respect to overtime, the Detective Sergeant shall be compensated at his/her applicable overtime rate for all hours worked outside of his/her regularly scheduled work hours.

ARTICLE XXXXIII INDEMNIFICATION – ACTING WITHIN THE SCOPE OF EMPLOYMENT

The Town shall indemnify members from personal financial loss, all damages and expenses, including legal fees and costs, if any, arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such member at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No member shall be indemnified, however, under this section for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner.**

The intent of this provision is that the Town agrees that it shall defend and indemnify members wherever permissible under GL c. 258, Sec. 9, except in those instances where expressly prohibited by Sec. 9.*

***GL c 258, Sec 9 (in effect for all regardless of local adoption)**

may indemnify public employees, and the commonwealth shall indemnify persons holding office under the constitution, from personal financial loss, all damages and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of

an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee or official or holder of office under the constitution at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official, other than a person holding office under the constitution acting within the scope of his official duties or employment, shall be indemnified under this section for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner.

****GL c. 258, Sec 13 (local option)**

shall indemnify and save harmless municipal officers, elected or appointed from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment

ARTICLE XXXIV – RESCINDING OF CIVIL SERVICE/RETENTION OF CIVIL SERVICE RIGHTS

The Union will not oppose and will support the Town’s application to the Legislature of the Commonwealth of Massachusetts to exempt the Union’s bargaining unit positions from G.L. c. 31, Civil Service. The warrant article to revoke Civil Service will be pursuant to the provisions of MGL c. 4 Section 4B of the Town's acceptance of the Civil Service laws (Chapter 31) for the regular or permanent members of the Carver Police Department. The parties acknowledge that Chapter 4, section 4B provides that revocation of Civil Service "shall not affect any contractual or Civil Service rights which have come into existence between the Town and any employee of the Police Department as a result of the original acceptance”

Upon ratification of this agreement and approval of Town Meeting to rescind from civil service, all members of the bargaining unit shall receive the following base pay increase:

FY23 1% (7/1/22)

FY24 1% (7/1/23)

FY25 1% (7/1/24)

Shall not impair the civil service status of any police patrol officer or superior officer in the town of Carver. The employees covered by this Agreement who were appointed prior to this agreement shall retain their Civil Service Rights now in effect and regulated by Chapters 13 and 31 of the General Laws of Massachusetts. (MOA 111621)

ARTICLE XXXXV – LAYOFF AND RECALL

For purposes of this Article only, the term "Seniority" shall mean length of continuous service within the bargaining unit as define in Article XIX.

For the purposes of this Agreement, the term "layoff means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff; the least senior employee or employees shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Carver Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with

the agreement of the Chief of Police. Prior to returning to work a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall he/she shall provide the employee with a written statement of his reasons for the rescission.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees, who are otherwise no longer employed by the Town in any capacity, shall sign a Release of All Claims arising from the training on a form provided by the Town as a condition of attendance of such Town-sponsored training sessions and/or courses. This form will indicate that the individual is participating on an unpaid voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

ARTICLE XXXXVI - FIELD TRAINING OFFICER PROGRAM

There shall be a position within the collective bargaining unit titled Field Training Officer (FTO).

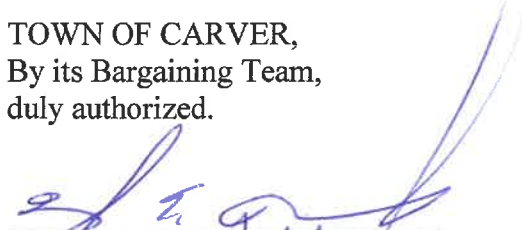
The Union and the Chief of Police, or his or her designee, agree to work together toward the development and implementation of a FTO program that meets the standards set forth in the Massachusetts Police Accreditation Standards Manual, 6th edition, (Reference 33.4.3). This goal will require the creation of a FTO position within the CBA agreement. The FTO will be required to attend an initial specialized FTO training and FTO refresher training, annually, thereafter.


Any officer assigned as a FTO shall receive, in addition to the officer's regular compensation, an annual stipend of one thousand five hundred dollars (\$1,500.00), which shall be added to the officer's base pay. Any officer who assumes the role of FTO or any veteran officer assigned as a training officer, shall receive an equivalent of one (1) hour overtime for each eight (8) hour training shift.

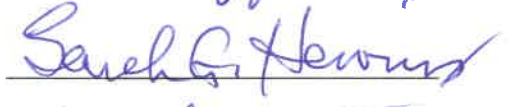
SIGNATURE PAGE


In witness whereof, the Town and the Union have caused this collective bargaining agreement to be executed by their duly authorized representatives on this 8 day of August, 2023

TOWN OF CARVER,
By its Bargaining Team,
duly authorized.










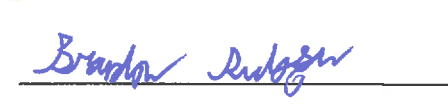


NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION
LOCAL 89, By its Bargaining Team,
duly authorized.









Assignment to this position shall be at the sole discretion of the Chief and the Union and the Chief of Police shall mutually agree on the duties and responsibilities of such position. (MOA 081523)