

AFSCME COUNCIL 93

LOCAL 1700

CARVER

DEPARTMENT OF OPERATIONS AND
MAINTENANCE

7/1/2021 - 6/30/2022

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This agreement entered into by the Town of Carver hereinafter referred to as the Town and AFSCME Council 93, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1: RECOGNITION

The Town recognizes and acknowledges that the Union is the sole and exclusive representative of all employees in the classifications of work covered by this Agreement which includes all employees in the Carver Department of Operations and Maintenance, including the Assistant Head Mechanic and excluding the Director and Deputy Director and confidential administrative employees of the Carver Department of Operations and Maintenance and all other employees of the Town of Carver for the purpose of negotiations for wages, hours, and other conditions of employment. There will be three divisions within this group known as Roads and Grounds, Vehicles, and Facilities Divisions. All employees within each division will be cross trained within that division.

The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2: UNION SECURITY

All new employees shall be given a trial period of one hundred and eighty days, during this time an employee may be terminated for any reason and will not be able to file a grievance under Article 5 for said termination.

ARTICLE 3: AUTHORITY OF THE TOWN

The Town for itself and its authorized representatives, reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the Town under governing law. Nothing in the Agreement shall be deemed to derogate from or impair the powers and responsibilities of the Town and under governing law.

ARTICLE 4: UNION DUES

Dues Deduction

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

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

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

Employee Rosters

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

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the express terms of this Agreement, shall be settled in the following manner, but no grievance or dispute involving refusal to comply with orders of a foreman or superior except in violation of the safety code shall be initiated by an employee unless the orders in question shall have first been complied with by the employee: .

Step 1:

The Union Steward and/or Representative with the aggrieved employee, shall take up the grievance or dispute in writing with the Director within three (3) working days of the date of the grievance or his knowledge of occurrence, but no later than ten (10) working days from the date of the grievance. The Director shall attempt to adjust the matter and shall respond to the Steward within three (3) working days. The Union acting for itself may proceed under Step 1 of the Grievance Procedure

Step 2:

If the grievance has not been settled, it shall be presented in writing to the Town Administrator within three (3) working days after the Director's response is due. The Town Administrator shall respond to the Steward in writing within three (3) working days.

Step 3:

If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Town Administrator, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, arbitration shall be conducted under the rules of the Labor Relations Connection. In the event of a dispute the Union shall choose the arbitration service.

The expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, and shall make copies available at one-half (1/2) the cost of such record to the other party and to the arbitrator.

The decision of the Arbitrator shall be supported by substantial evidence on the record as a whole, and subject to law shall be final, conclusive and binding upon all employees, the Committee and the Union, The decision shall be supported by a full statement of finding and conclusion. The Arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement.

The Committee agrees that it will apply to all substantially similar situations, the decision of an Arbitrator sustaining a grievance and the Union agrees that it will not represent any employees in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

ARTICLE 6: DISCRIMINATION AND COERCION

There shall not be discrimination by the Director and/or Deputy Director or other agents of the Town against any employee because of his activity of membership in the Union. The Town further agrees that there will be no discrimination against any member for his adherence to any provisions of the Agreement or his refusal to comply with an order which would violate this Agreement.

ARTICLE 7: TEMPERATURE

Except in cases of emergency, when the temperature becomes oppressive either hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Director and/or Deputy Director, or Foreman in the absence of the Director and/or Deputy Director.

Should the Director and Deputy Director, or Foreman in the absence of the Director and Deputy Director, order the suspension of work for the remainder of the shift, the employees so relieved will be paid straight time rates to the end of the shift. However, the Director and/or Deputy Director, or Foreman in the absence of the Director and/or Deputy Director, may reassign the employees to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

ARTICLE 8: SENIORITY

The length of continuous service of the employee based upon initial date of employment in each division (Roads and Grounds, Vehicles, and Facilities Divisions) of the bargaining unit shall determine the seniority of the employee.

ARTICLE 9: JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant or when new positions are created, such vacancies or new positions shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice covering new positions and vacancies shall remain posted for seven (7) days, Employees interested shall apply in writing to the Director of Operations and Maintenance within the seven (7) day period. Selection of the employee to fill the vacancy shall be based on qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. If no employee bids for the position, the Town shall hire from outside of the bargaining unit.

The successful applicant shall be given one hundred and eighty days (180) days training and trial period in the new position at the applicable rate of pay. If at the end of the training and trial period it is determined that the employee is not qualified to perform the work, he shall be returned to his old position and rate.

ARTICLE 10: HOURS OF WORK

The regular hours of each work day shall consist of eight (8) consecutive hours within the twenty-four (24) hour period, except for interruptions for lunch periods. The regular work hours, break periods, and quitting times shall be defined by the Director. The general hours of operations for Roads and Grounds, and Vehicle Division are the hours of 7:30AM to 3:30PM and for facilities the hours of 7:00AM to 3:00PM with adjustments for an evening crew.

ARTICLE 11: OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. All work performed on Sundays, unless a holiday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. All overtime will be paid the following week that the overtime was worked, provided adequate funding is available.

Employees called back to work on Christmas, New Year's Day, Memorial Day, 4th of July, Thanksgiving, and Labor Day shall receive double time and a minimum of four (4) hours.

Any employee called back to work shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall after having completed his assigned work and left his place of employment and before his next regularly scheduled starting time shall be guaranteed a minimum of four (4) hours pay for Roads and Grounds, and Vehicle Division. The Facilities division callback shall be four (4) hours of pay at time and one-half for such time worked within a twenty-four (24) hour period. After sixteen (16) consecutive hours, employees will receive double time. After eight (8) hours of continuous snow operations employees shall be paid at the rate of one-half (1 1/2) times until double time supersedes. Employees who work sixteen (16) consecutive hours shall receive a meal allowance of ten (\$10.00) dollars.

When the Foreman or Designee calls employees in for overtime, the Foreman shall be paid from the time the Foreman starts contacting employees, provided that such pay period shall not exceed thirty (30) minutes prior to starting work.

Overtime shall be equally and impartially distributed among personnel in each division who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from other than areas which normally performs such related work shall be released from their duties first when the work load lessens. Each division shall maintain separate over time lists.

The Town shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Foreman of the division involved.

Employees are eligible to accrue up to forty (40) hours of overtime that may be used as compensation time off subject to the discretion of the Director. If the time is not used by the end of the fiscal year, the accrued hours will be paid at the overtime rate.

Overtime - SNOW REMOVAL/EXTREME WEATHER EVENTS/STATES OF EMERGENCY

All employees engaged in SNOW AND ICE CONTROL/EXTREME WEATHER EVENTS/STATES OF EMERGENCY will receive an additional \$5.00 per hour for each hour worked during overtime hours.

ARTICLE 12: UNION REPRESENTATIVES

A written list of Union Stewards and other representatives shall be furnished to the Town immediately after their designation and the Town updated of any changes. The above shall be granted reasonable time off during working hours to investigate and settle grievances and to attend Union Business meetings without loss of pay not to exceed one (1) day per year.

Orientation

When the Employer hires new employees who are members of the bargaining unit one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

ARTICLE 13: MEAL PERIODS

All employees shall be granted a meal period of one-half (1/2) hour's duration during each eight (8) hour work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

ARTICLE 14: COFFE BREAK

All employees' work schedules shall provide for a ten (10) minute rest period in morning shift. The rest period shall be scheduled at the middle of the shift whenever this is feasible.

ARTICLE 15: CLEAN UP TIME

Clean up time will be available only on the members' personal time after their shift.

ARTICLE 16: HOLIDAYS

The following days shall be considered to be guaranteed paid holidays:

- | | | |
|------------------------|------------------------|----------------------|
| New Year's Day | Independence Day | Day before Christmas |
| Martin Luther King Day | Labor Day | Christmas Day |
| Presidents Day | Columbus Day | New Year's Eve |
| Patriots Day | Veteran's Day | |
| Memorial Day | Thanksgiving Day | |
| Juneteenth | Day after Thanksgiving | |

Should any holiday fall on an employee's normal day off the nearest scheduled working day will be considered to be the holiday. Holiday pay shall be eight (8) hours pay at straight time rate. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay. Exemptions will be left to the discretion of the Director.

ARTICLE 17: VACATIONS

Vacations shall be granted on seniority basis. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse, beneficiary or legal representative,

Employees hired prior to July 1, 2016 will be granted vacation with pay upon the following schedule:

- a. After completion of one (1) year of service — two (2) weeks of vacation;
- b. After completion of five (5) years of service three (3) weeks' vacation;
- c. After completion often (10) years of service — four (4) weeks of vacation;
- d. After completion of twenty (20) years of service — five (5) weeks of vacation
- e. Employees may carryover up to three (3) weeks' vacation into the next fiscal year. However, all accrued vacation time to be used within that fiscal year. Vacation carryover must be requested and is subject to the written approval of the Operations and Maintenance Director.

Employees hired after July 1, 2016 will be granted vacation with pay upon the following schedule:

- a. After completion of one (1) year of service -two (2) weeks of vacation;
- b. After completion of seven (7) years of service - three (3) weeks of vacation;
- c. After completion of fifteen (15) years of service —four (4) weeks of vacation; cl. Employees may carryover up to three (3) weeks' vacation into the next fiscal year. However, all accrued vacation time to be used within that fiscal year. Vacation carryover must be requested and is subject to the written approval of the Operations and Maintenance Director.

ARTICLE 18: SICK LEAVE - EMPLOYEES HIRED PRIOR TO JULY 1, 2016

The following items shall apply only to employees hired prior to July 1, 2016

- o Each employee shall be credited with sick leave with pay at the rate of one and a quarter (1 1/4) days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed, the working day of that month. Sick leave shall be accrual to a maximum of two hundred (200) days. Any accrual which present employees have at the effective date of this Agreement shall be retained.
- o Employees may accrue one day off with pay for every 90 days within the fiscal year that a sick day is not used. There shall be an annual cap of three days off under this Article and each day accrued must be used within sixty (60) calendar days.
- o Employees will be allowed to buy-back sick leave after applying for and receiving retirement benefits through 'the Plymouth County Retirement at the rate of seventy-five (75%) percent maximum of two hundred (200) days.
- o Employees who have accrued a minimum of 150 sick days may annually buy back from the Town up to 15 sick days at the same rate as the retirement buy-back for accrued sick days. Sick days may not be redeemed in this manner if it would reduce the accumulation to less than 150 accrued days
- o Employees will not be charged for days against sick time for days off due to injuries on duty with the Department of Operations and Maintenance.
- o Employees absent because of an industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

- The Department of Operations and Maintenance will form a Committee to study donating two (2) days to sick leave bank for long-term illness.
- After an employee has utilized six (6) sick days in a given fiscal year the Town may require medical evidence from the employee for each sick day utilized thereafter within the fiscal year. If so required, failure to provide such evidence shall result in the sick day not being approved. Medical evidence shall be at the expense of the employee.

ARTICLE 18A: SICK LEAVE EMPLOYEES HIRED AFTER JULY 1, 2016

The following items shall only apply to employees hired after July 1, 2016.

- Each employee shall be credited with sick leave with pay at the rate of three quarters (3/4) days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed, the working day of that month. Sick leave shall be accrued to a maximum of ninety (90) days. Employees will not be charged for days against sick time for days off due to injuries on duty with the Department of Operations and Maintenance.
- Employees absent because of an industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.
- After an employee has utilized six (6) sick days in a given fiscal year the Town may require medical evidence from the employee for each sick day utilized thereafter within the fiscal year. If so required, failure to provide such evidence shall result in the sick day not being approved. Medical evidence shall be at the expense of the employee.

ARTICLE 19: UNIFORMS AND PROTECTIVE CLOTHING

If an employee is required to wear any type of protective device as a condition of employment, it shall be furnished by the Town. The Town shall furnish foul weather gear as follows:

- One (1) Pair of Rubber Boots
- One (1) Raincoat
- One (1) Pair Rain Pants

Town will pay each employee a uniform allowance of \$900.00 to include steel toe safety shoes that must be worn.

Town will pay each Mechanic a tool allowance of \$650.00 with receipt of purchase required.

ARTICLE 20: BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee will be granted up to four (4) days paid leave of absence. Such leave shall not be charged to sick leave or vacation leave. Immediate family shall be considered spouse, child, grandchild, parent, sibling, sister-in-law, brother-in-law, grandparent, legal guardian, parent-in-law, grandparent-in-law, son-in-law or daughter-in-law.

In the event of the death of an aunt, uncle or cousin (including an aunt or uncle by marriage) bereavement leave shall be one (1) day.

The Director or Deputy Director may grant an additional one (1) to three (3) days leave based upon special circumstances.

ARTICLE 21: PERSONAL LEAVE

An employee shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any one calendar year and personal days are not to be deducted from sick leave.

ARTICLE 22: JURY DUTY

The Town agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 23: HEALTH AND WELFARE

In order to promote the health and disease prevention of union members the Town shall allow union members up to one (1) day per year without deduction from any other benefit time for the purpose of attending medical visits for prevention or diagnostic screening. This time must be scheduled in advance with the department head and medical evidence may be required by the town.

It is agreed that should any changes occur in the statutes effecting health and welfare plans, this Agreement will be immediately reopened for negotiations on this subject.

Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the Town, dealing with medical coverage, the Union will be consulted in any negotiations dealing with coverage that affects it members.

Employees hired prior to July 1, 2016 shall for all intents and purposes be "Grandfathered" and employer shall contribute seventy-five (75%) of the total premium cost of Blue Cross / Blue Shield coverage until they retire or voluntary withdraw from the plan.

All Unit employees (hired after July 1, 2016) shall contribute equally, an equal share of forty-five (45%) percent with the town to pay for their health premiums for the town wide health care programs offered by the Board of Selectmen effective July 1, 2021.

All Unit employees (hired after July 1, 2016) shall contribute equally, an equal share of forty (40%) percent with the town to pay for their health premiums for the town wide health care programs offered by the Board of Selectmen effective July 1, 2022.

All Unit employees (hired after July 1, 2016) shall contribute equally, an equal share of thirty - five (35%) percent with the town to pay for their health premiums for the town wide health care programs offered by the Board of Selectmen effective July 1, 2023.

Add: HEALTH INSURANCE OPT-OUT PROVISION.

Commencing July 1, 2021, an annual stipend will be paid to an employee currently on a Town health insurance plan who opts out of coverage under that plan. Said stipend will be \$3,000 per fiscal year as a condition of receiving payment hereunder, employees must present proof of coverage under the alternative insurance plan. This stipend will be paid by June 30th of each year.

Commencing July 1, 2021, an annual stipend will be paid to an employee currently not enrolled in any Town health insurance plan. Said stipend will be \$3,000 per fiscal as a condition of receiving payment hereunder, employees must present proof of coverage under the alternative insurance plan. This stipend will be paid by June 30th of each year.

Employees must be unenrolled for a period of one year to receive said stipend, if an employee opts in to a health insurance plan offered by the Town at any time during the fiscal year, he employee will not be allowed to receive the stipend.

ARTICLE 24: SAFETY COMMITTEE CODE

Safety apparel and devices shall be utilized by employees as herein provided as well as the discretion of the Supervisor.

- a) Safety hard hats (ANSI Z89.1) are to be worn when in trenches or where overhead work is occurring.
- b) Reflective safety vests (ANSI Class 2) or shirts (ANSI Class 2, provided by Employer) are to be worn at all times during working operations except when in a vehicle, in equipment or in a building.
- c) Safety boots, steel or composite toe, are to be worn at all times except for office workers. Safety boots are defined as work shoes.
- d) Safety glasses (ANSI Z87) are to be worn at all times during working conditions. Especially when using tools of any kind including but not limited to, grinders, drills, saws, and other similar tools or whenever there is an operation where there is potential for eye injury.
- e) Hearing Protection (ANSI rated), shall be used by all employees operating tools or equipment if the noise or sound levels in the work area exceeds 85 decibels (A-weighted).
- f) Back braces are to be used whenever any lifting, bending or physical labor is performed, except for office workers.
- g) Safety harnesses (fall arrest system) shall be used at any condition where the employee is working six (6) feet above ground and is not protected by a guard rail or safety net. Safety Harnesses are required during any operation of aerial lift equipment.
- h) When operating a chain saw, the following personnel protective equipment shall be used:
 - Eye protection – safety glasses (Z87) plus face shields meeting ANSI Z94.3 standards.
 - Hand protection – leather gloves with ballistic nylon reinforcement on the back.
 - Safety work boots as stated in Item C above.
 - Head protection – hard hats as stated in Item A above.
 - Hearing protection as stated in Item E above. Over the ear protection recommended attached to the hard hat.
 - Leg protection – trousers or chaps within sewn-in ballistic nylon pads.
- i) Seat belts: Use of seat belts is according to applicable Massachusetts law.

ARTICLE 25: CLASSIFICATION AND PAY RATES

In this Agreement and made part of it shall be established a Classification and Pay Plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

Step Increases: There shall be fourteen (14) steps for each classification with each step being a two percent (2%). These steps shall effective July 1st of each year and shall be contingent upon a successful

performance evaluation. Failure to receive a step increase for lack of a successful evaluation is grievable only to the level of the Board of Selectmen. New employees shall be placed at Step 1 however for recruiting purposes; management has the right to place a new employee at a higher step provided that no current employees are below that step in that grade.

Licensing: With the exception of any license that may be required for the purposes of initial hire, the Town will reimburse employees for the license cost for obtaining or re-certifying for Class I, Class II, and Hoisting Licenses.

Out of Grade Pay: Out of grade pay provisions for the positions of Foreman and Mechanic shall apply after five (5) consecutive days worked in that assignment. Employee filling that "Out Of Grade" position shall be paid at two (\$2.00) dollars more per hour for performing this work.

WAGES

| FY22 - 1% | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 |
|--------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Foreman / Head Mechanic | \$27.13 | \$27.67 | \$28.23 | \$28.80 | \$29.37 | \$29.96 | \$30.55 | \$31.17 | \$31.78 | \$32.42 | \$33.08 | \$33.74 | \$34.41 | \$35.10 |
| Assistant Mechanic | \$26.24 | \$26.77 | \$27.30 | \$27.85 | \$28.41 | \$28.98 | \$29.55 | \$30.15 | \$30.74 | \$31.36 | \$31.99 | \$32.63 | \$33.28 | \$33.95 |
| Heavy Equip Op, Turf Specialist, Maint/Op | \$22.10 | \$22.54 | \$22.99 | \$23.45 | \$23.92 | \$24.40 | \$24.89 | \$25.38 | \$25.89 | \$26.41 | \$26.94 | \$27.47 | \$28.03 | \$28.58 |
| Truck Driver / Laborer Asst. Groundskeeper | \$20.55 | \$20.96 | \$21.38 | \$21.81 | \$22.24 | \$22.68 | \$23.14 | \$23.60 | \$24.08 | \$24.55 | \$25.05 | \$25.55 | \$26.06 | \$26.58 |
| Maintenance / Custodian | \$19.13 | \$19.51 | \$19.91 | \$20.30 | \$20.71 | \$21.12 | \$21.54 | \$21.98 | \$22.41 | \$22.87 | \$23.32 | \$23.79 | \$24.26 | \$24.75 |
| Laborer | \$18.09 | \$18.45 | \$18.83 | \$19.20 | \$19.58 | \$19.98 | \$20.37 | \$20.79 | \$21.20 | \$21.62 | \$22.05 | \$22.49 | \$22.95 | \$23.40 |

ARTICLE 25A: LONGEVITY

The following schedule shall apply:

| | |
|---------------------------|-----------------------------|
| 10 – 14 years of service: | \$1000.00 |
| 15 – 19 years of service: | \$1250.00 |
| 20 – 25 years of service: | \$1500.00 |
| 25 years of service: | \$1500.00 + 1 day vacation |
| 26 years of service: | \$1500.00 + 2 days vacation |
| 25 years of service: | \$1500.00 + 3 days vacation |
| 25 years of service: | \$1500.00 + 4 days vacation |
| 25 years of service: | \$1500.00 + 5 days vacation |
| 30 years of service: | \$1750.00 + 5 days vacation |

ARTICLE 26: DISCHARGES AND SUSPENSION

It is further agreed the Employer shall not discharge or suspend any employee without just cause. But in respect to discharge or suspension, shall give in writing, to the Union, notice of complaint against such employee.

ARTICLE 27: NO STRIKE CLAUSE

During the term of this Agreement there shall be no strike, slow down, picketing, stoppage of work, or boycotts by the Union or its members. If so, the Town shall exercise the right to take disciplinary action against those who are in violation of this section which may result in immediate dismissal.

ARTICLE 28: CPR TRAINING

CPR training to be paid by the Town during regular working hours.

ARTICLE 29: PROFESSIONAL DEVELOPMENT

The Town agrees to pay reasonable expenses of the employee for courses, seminars and licenses needed for the employee to professionally perform his/her duties for the Town provided prior written approval is granted by the Director, such approval not to be unreasonably withheld.

ARTICLE 30: MISCELLANEOUS PROVISIONS

1. Bulletin Board: Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. No Discrimination: The parties to this Agreement agree that they shall not discriminate against any persons because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.
3. Access to Premises: The Town agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or State Council #93 and/or Local 1700 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
4. Effective Date: The date of signing of this Agreement by the authorized representatives of the Union and the Town shall constitute the effective date of this Agreement.
5. Termination: This Agreement will remain in effect until the expiration date. Upon the expiration date, either party may terminate this Agreement provided such termination is transmitted through the Registered US Mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than ninety (90) days prior to the expiration date herein agreed.
6. Renewal: The terms and conditions of this Agreement shall stay in effect until such time that a successor Agreement has been reached.
7. Reopening Agreement: Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes to this Agreement where the parties have agreed herein to open the subject to further negotiations for the next year, notice shall be given to the other party in the manner hereinabove provided not later than one hundred fifty (150) days prior to the beginning of the next contract year.
8. Documentation of Employee Files: No material originating from the Municipal Town derogatory to an employee's conduct, service or personality shall be placed in the employee's personnel file unless

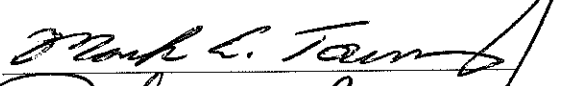
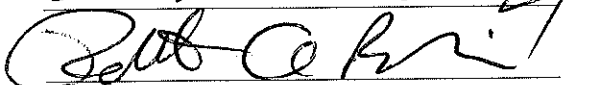
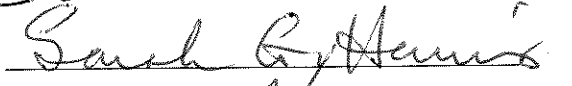
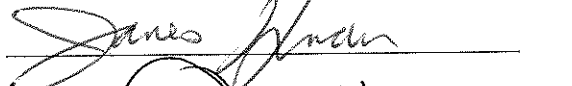

the employee has had the opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its content, but merely signifies that the employee has read the material to be filed.

The employee shall have the right to request, at reasonable times, to examine all material in his/her files which is neither confidential nor privileged under law. A duplicate copy of all material shall be furnished to an employee when he/she so requests.

9. It shall be the policy of the Town to assign no one outside of the bargaining unit work normally performed by those in the bargaining unit, except where the present practice allows such work assignments.
10. Cell Phone: The union members are eligible to receive a reimbursement of forty (\$40.00) per month at the beginning of each month for maintaining a personal smart phone. For those who apply for and accept the monthly stipend they will be required to be accessible to all Operations and Maintenance Management and staff via smart phone during work hours and emergencies and are required to utilize appropriately all applications and other electronic programs as required by Operations and Maintenance Management that are accessible via a Smart Phone. Members must provide Operations and Maintenance office document evidence each month in the form of a receipt or bill payable in order to receive this reimbursement.
12. Drug and Alcohol Testing: All union members shall abide by the Town of Carver Drug and Alcohol Testing Policy and Program as approved by the Board of Selectmen.
13. The union agrees to bi-weekly payroll and direct deposit.
14. The union and Management agree that the merger, negotiations, and consolidation of the Operations and Maintenance Department has been completed and agreed upon. Labor and management will use best efforts for its' continued success.

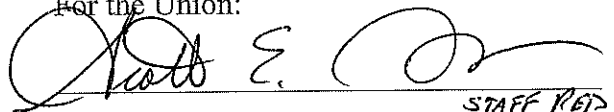
This Agreement entered into this 1st day of July in the year of 2021 by and between the Town of Carver and Local 1700, American Federation of State, County and Municipal Employees, AFL-CIO, shall be effective upon execution and extend to June 30, 2022.

For the Town of Carver:





 8-12-2021

Date:

For the Union:


STAFF REP

Date:

8/12/2021