

AGREEMENT BETWEEN
TOWN OF LUDLOW, MASSACHUSETTS
AND
INTERNATIONAL BROTHERHOOD OF POLICE
OFFICERS, LOCAL 374
JULY 1, 2019 through JUNE 30, 2022

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**AGREEMENT BETWEEN
TOWN OF LUDLOW, MASSACHUSETTS
AND
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS,
LOCAL 374**

PREAMBLE

This Agreement entered into by the Town of Ludlow (hereinafter referred to as the "Employer" or "Town") and the International Brotherhood of Police Officers, Local 374 (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 arising between them concerning wages, hours of work and other working conditions to be observed between the parties hereto.

ARTICLE 1 – RECOGNITION

- .01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salary, wages, hours of work and other working conditions for all Police Officers, except Supervisors.

ARTICLE 2 – UNION DUES

- .01 The Employer agrees to deduct the weekly membership dues in such amounts as determined by the Union from the wages of each employee who is a member of the Union and who has executed and submitted to the Employer an authorization form (a copy of which is herewith attached – see Addendum A1) for such deduction to the Town Treasurer subject to the approval of the Town Treasurer.
- .02 The Employer shall make deductions required herein and shall remit the aggregated amount deducted to the Treasurer of the Union together with a list of all employees who have paid dues in accordance with paragraph .01 above. The remittance shall be paid at least once per month.

ARTICLE 3 – NON-DISCRIMINATION

- .01 The Employer shall not discharge or discriminate against any employee with respect to promotion, assignment or any other matter because of race, creed, color, age, Union membership or Union activities and all employees covered by the terms of this Agreement shall receive equal and full protection hereunder.
- .02 Neither the Employer nor its agents nor any supervisory personnel shall discriminate against or discharge any employee because he or she has filed or processed any grievance under this Agreement or instituted any proceeding under any state or federal statute relating to wages, hours, or other working conditions.

- .03 In accordance with the applicable federal and state laws, the Town and the Union agree not to discriminate against any employee covered by this Agreement on the basis of age, sex, race, religion, color, creed, physical handicap or national origin.
- .04 The Union agrees it will not discriminate against employees covered by this Agreement due to non-membership in the Union.

ARTICLE 4 – DISCIPLINARY ACTION

- .01 No employee shall be removed, dismissed, discharged, suspended, or disciplined except as provided by law. If a Supervisor has reason to reprimand any employee, he or she shall do so in a manner that will not unduly embarrass the employee before the public or Police personnel. Any employee who is required to submit a special report which may tend to incriminate him or her in a criminal proceeding or a proceeding which may result in dismissal, discharge, suspension, or disciplinary action shall have the right to consult an attorney or a Union Representative before submitting such report.

ARTICLE 5 – PAY STATUS PROVISION

- .01 Whenever the term "pay status" is used in this Agreement, it shall mean that period of time during which the employee is receiving compensation from the Town and may include salary, vacation, sick leave, or job-related injury.

ARTICLE 6 – VACATIONS

- .01 Employees covered by this Agreement shall be granted the following vacation benefits:
 - (a) At least six (6) months service but less than one (1) year of service in pay status allowed seven (7) days' vacation.
 - (b) At least one (1) year of service but less than five (5) years of service in pay status allowed fourteen (14) days' vacation.
 - (c) At least five (5) years of service but less than ten (10) years of service in pay status allowed twenty-one (21) days' vacation.
 - (d) At least ten (10) years of service but less than (25) years of service in pay status allowed twenty-eight (28) days' vacation.
 - (e) Twenty-five (25) years of service or more in pay status allowed thirty-five (35) days' vacation.

- .02 Vacations shall be granted by seniority by shift. A separate list shall be maintained for the Patrol Officers to cover the entire vacation period. Vacations will be granted using the employee's anniversary date of employment.

ARTICLE 7 – LONGEVITY

- .01 Employees covered by this Agreement shall receive longevity benefits at the rate below:

(a) After five (5) years employment in pay status	\$200.00
(b) After ten (10) years employment in pay status	\$300.00
(c) After fifteen (15) years employment in pay status	\$400.00
(d) After twenty (20) years employment in pay status	\$1200.00
(e) After twenty-five (25) years employment in pay status	\$1500.00
(f) After twenty-six (26) years employment in pay status	\$1600.00
(g) After twenty-seven (27) years employment in pay status	\$1700.00
(h) After twenty-eight (28) years employment in pay status	\$1800.00
(i) After twenty-nine (29) years employment in pay status	\$1900.00
(j) After thirty (30) years employment in pay status	\$2000.00
(k) After thirty-one (31) years employment in pay status	\$2100.00
(l) After thirty-two (32) years employment in pay status	\$2200.00

- .02 Longevity is to be earned using the employee's anniversary date as the date for computing length of service, and payment shall be made within thirty (30) days of that date.

ARTICLE 8 – CALL-IN PAY

- .01 All hours over eight (8) hours per day and all hours over the regular work week of forty (40) hours per week (said overtime and call-in pay to include all extra time worked for the Town Police Department, except as outlined in Paragraph .02 below) shall be at time and one-half the normal rate of compensation.
- .02 If an employee is called into work during off-duty hours, a minimum of four (4) hours work shall be given the employee. All overtime work and outside extra work

shall be first offered to the full-time employees. In the event the full-time employees do not accept the overtime, outside or extra work, the work may be offered to the reserves, auxiliary police, constables or other police personnel. Overtime service shall not include out-of-tour duty which is substituted by mutual agreement between the Employer and the employee for regular scheduled tour of duty. Overtime shall not include swapped tours of duty between employees by their mutual agreement subject to Employer's approval. Pay for overtime services shall be in addition to and not in lieu of holiday or vacation pay and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed. Overtime shall be offered to employees on an equitable basis. Employees shall have the option to accrue compensatory time off in lieu of overtime pay as follows:

- (a) one and one-half hours of compensatory time shall accrue for each hour of compensable overtime worked;
- (b) total compensatory time accrual shall not exceed 80 hours;
- (c) requests for compensatory time off requires the approval of the Chief or the Chief's designee. Approval shall not unreasonably be denied. Compensatory time will be denied if it causes overtime, except at the discretion of the Chief or the Chief's designee. The Chief will meet with the two Union Presidents to discuss the limiting of overtime pay or compensatory time within a month of wanting to change the employee's ability to choose overtime or compensatory time.

ARTICLE 9 – MANAGEMENT RIGHTS

- .01 Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, not is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours of work and lunch or break periods; hire, suspend, demote, discipline or discharge, transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless as express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Selectmen and Chief of Police or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Police Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means, and personnel by which the Department's operations are to be carried out;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote, and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned, not inconsistent with the provisions of this Agreement;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the department and to add to or modify such regulations as it deems appropriate, subject to fulfilling its bargaining obligations;
- to suspend, demote, discharge, or take other disciplinary action for just cause against employees and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this Article shall be held to be paramount to any other provision in this Agreement. This Article will not be interpreted in any manner inconsistent with the rights and obligations of the parties and employees under Massachusetts General Laws, Chapter 150E.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any mandatory bargaining subjects, whether or not included in this Agreement.

The failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the Union as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 10 – PAST PRACTICE PROVISION

- .01 All job benefits not covered by this Agreement and heretofore previously enjoyed by the employees will continue under the conditions upon which they have previously been granted and they will not be modified, amended, or reduced by the Town without the Town's giving the Union prior notice of its proposed alterations(s) and engaging in negotiations with the Union pursuant to Massachusetts Law, including Chapter 589 of the Acts of 1987 and Chapter 150E to the extent applicable. This Agreement shall not be construed to deprive employees of any benefits or protections granted by the laws of the Commonwealth of Massachusetts.

ARTICLE 11 – GRIEVANCE PROCEDURE & ARBITRATION

- .01 Any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement, unless excluded by this Agreement, shall be settled in the following manner:

STEP 1 The Union Representative, with the aggrieved employee, shall first take the grievance to the superior officer involved and an earnest effort shall be made to adjust the grievance in an informal manner.

STEP 2 If the grievance is not resolved at step 1, the grievance shall be reduced to writing and shall be presented to the Chief of Police within eight (8) calendar days of the grievance. The Chief of Police shall attempt to adjust the dispute and shall render a decision in writing, stating the basis for such decision, within eight (8) calendar days from his or her receipt of such grievance. In no case shall the officer in charge receiving the grievance be the officer involved in the grievance.

STEP 3 If the grievance has not been resolved within the time provided, the Union Representative may present it in writing to the Police Commission within eight (8) calendar days from the receipt of a decision from the Chief of Police. The Police Commission shall meet with the parties to the grievance within fifteen (15) calendar days after receipt of the grievance and shall render a decision, in writing, stating the basis for such decision within fifteen (15) calendar days from the date of such meeting.

STEP 4 In the event that the grievance remains unresolved, the Union shall so notify the Police Commission in writing that it intends to submit

the grievance to arbitration. Such notice shall be served within eight (8) calendar days after receipt of the decision. The arbitration of any grievance under this Agreement shall be before an arbitrator to be appointed by the American Arbitration Association and in accordance with its rules and shall be held in the Town of Ludlow. The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he or she shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall, however, specifically set out in writing why he or she has no power to rule. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The expenses of such arbitration proceedings shall be borne equally by the parties hereto.

- .02 The award of the arbitrator shall be in writing and shall state his or her findings of facts, reasoning and conclusion. The award shall be final and binding upon the Union, the Employer and the grievant provided however, that nothing contained herein shall be construed to forbid either party from petitioning a court for relief from or to enforce rights under any arbitration award.
- .03 No dispute or grievance which is subject to the jurisdiction of the Retirement Board or other tribunal established by law shall be arbitrable under any section of this Agreement. The Union Representative and the grievant may attend any meeting or hearing provided herein. The Union may be represented by a grievance committee of not more than three (3) individuals to be designated by the Union's executive board. Both the Union and the grievant shall have the right to be represented by counsel during the entire grievance procedure. The grievant and not more than one member of the Union's grievance committee shall suffer no loss of wages or benefits for the time spent during their regular hours in attendance upon the Step 3 or Step 4 meetings and hearings.

ARTICLE 12 – CAREER INCENTIVE PAY PROGRAM

- .01 There is hereby established a career incentive pay program offering base salary increases to regular full-time members of the Ludlow Police Department as a reward for furthering their education in the field of police work.
- .02 Salary increases shall be predicted on the accumulation of points earned in the following manner:
 - (a) One (1) point for each semester hour credit earned toward a baccalaureate or associate degree.
 - (b) Sixty (60) points for an associate degree.
 - (c) One hundred twenty (120) points for a baccalaureate degree.

(d) One hundred fifty (150) points for a degree of masters or a degree of law.

.03 All semester credits and degrees shall be earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

.04 Increases shall be as follows:

3% increase for 10 points so accumulated
6% increase for 25 points so accumulated
10% increase for 40 points so accumulated
15% increase for 60 points so accumulated
20% increase for 120 points so accumulated
30% increase for 150 points so accumulated

The amount of points shall be filed on or before September first (1st) of each year and the salary increases shall be certified by the Board of Higher Education. One-half of the salary is to be paid by the State of Massachusetts under Chapter 41, Section 108L. It is the intent of the parties that the Town not be responsible for more than fifty percent (50%) of the career incentive payments made to eligible employees. Therefore, each year that the Commonwealth of Massachusetts does not provide the fifty percent (50%) reimbursement to the Town as specified by Massachusetts General Laws, Chapter 41, Section 108L, the Town shall be entitled to recoup all excess payments made to eligible employees. Such recoupment may, at the Town's option, be obtained from withholding career incentive payments that would otherwise be payable to eligible employees for the following year.

.05 Both the Town and the Union agree to reopen discussion and negotiations, at the request of the other, pertaining to the career incentive program as provided in this Article at any time on or after July 1, 1983.

.06 Notwithstanding anything to the contrary in the Collective Bargaining Agreement, including but not limited to Article 13, paragraph .04, the Town agrees that it shall fully fund educational benefits under M.G.L. c. 41, §108L (the so-called Quinn Bill) for currently eligible employees, (those employees hired prior to July 1, 2009) even if the Commonwealth of Massachusetts fails to reimburse the Town for one-half the cost thereof or repeals said statute.

.07 For Police Officers hired after July 1, 2009 who are not eligible under the Quinn Bill, commencing July 1, 2015, educational incentive payments will be as follows:

Obtaining an Associate's Degree in Criminal Justice – 5%
Obtaining a Baccalaureate Degree in Criminal Justice, Sociology, Psychology, or Business Management – 10%

Obtaining a Law Degree or a Master's Degree in Criminal Justice, Sociology, Psychology or Business Management – 12.5%.

Institutions granting such degrees must be authorized by the Quinn Bill to do so.

ARTICLE 13 – SICK & PERSONAL LEAVE

- .01 Employees covered by this Agreement and in the bargaining unit shall be entitled to paid sick leave benefits in the amount of fifteen (15) days per year, one and one-quarter (1¼) days per month.
- .02 The accumulative limit shall be two hundred fifty (250) days.
- .03 Upon retirement or death, the Town will pay the Officer (or his or her estate or legal representative) twenty dollars (\$20.00) for each day of unused accumulated sick leave to a maximum of two hundred and fifty (250) days.
- .04 Except in cases where an employee is confined to home, hospital or other medical facility due to injury or illness certified in writing by his or her physician, if an employee is absent for any three working days in a calendar month, he or she will not be credited with his or her sick leave allowance for that month.
- .05 Personal leave of three days will be granted to each employee on July 1st of each year. Personal days are to be taken subject to the Chief's discretion; permission not to be unreasonably withheld; Officers shall provide twenty-four (24) hours' notice, subject to waiver by the Chief.
- .06 The taking of compensatory time off (comp time) is subject to the approval of the Chief, which approval shall not unreasonably be withheld.

ARTICLE 14 – ABSENTEEISM BONUS PLAN

- .01 Any employee who has completed one hundred twenty (120) consecutive calendar days of employment without absence shall have the following optional benefit choices:
 - (a) Payment of one (1) day straight time wages, or
 - (b) one (1) personal day, to be taken by the employee when mutually convenient with his or her supervisor or
 - (c) three (3) additional days of sick leave (beyond that already earned) to be credited to his or her sick leave total. These days will be added regardless of any contract limit on days of accumulation.

The employee will elect his or her choice of option within ten (10) work days after completing his or her 120 consecutive calendar days of employment and will do so in writing to his or her supervisor. If a personal day is chosen, it must be used within the fiscal year it is earned and may not accumulate from year to year, except where the employee earns the personal day by completing the 120 day cycle during the last two (2) weeks of a fiscal year, in which case the personal day may be used during the following fiscal year.

- .02 Substitutions as outlined in Article 9 (Call-in Pay) of this Agreement shall not be considered as an absence. Loss of time to injury on duty will not break the 120 day cycle.
- .03 Said bonus shall be paid within thirty (30) days of the completion of bonus period.
- .04 Any monies earned from this benefit shall not be applied toward the employees' retirement benefits. Said monies earned shall not be considered as normal wages but as a bonus only.

ARTICLE 15 – HOLIDAYS

- .01 All members of the bargaining unit shall be guaranteed the following eleven paid holidays per year, regardless if they are injured or sick:

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

Any Police Officer scheduled to and working on any of the above listed approved holidays will receive compensation at one and one-half (1½) the normal rate of compensation in addition to his holiday pay at straight time.

- .02 For the purpose of administering the provisions of this Article, Christmas will be celebrated on December 25th and New Year's Day will be celebrated on January 1st.
- .03 The rate of compensation for all paid holidays shall be computed by dividing the current weekly rate of compensation by four (4). Such compensation shall be in addition to regular weekly compensation and other compensation provided in this Agreement.

ARTICLE 16 – COURT TIME

- .01 Any employee covered by this Agreement who attends any court hearing or proceeding shall be guaranteed a minimum of four (4) hours pay.

- .02 All off-duty court time shall be reimbursed at the rate of time and one-half pay or time and one-half off at the discretion of the Department Head. The Chief shall have the authority to direct an Officer to take particular time off to draw down on that Officer's accrued court time off in excess of seventy-two (72) hours. Accrued court time off of seventy-two (72) hours or less shall be taken off at the request of the Officer and the approval of the Chief. The Chief retains the discretion to pay off (buy back) any or all of an Officer's accrued court time off.

ARTICLE 17 – NO STRIKE/NO LOCKOUT PROVISION

- .01 It is agreed by the parties that during the term of this Agreement or any renewal thereof, there shall be no strikes, lockouts, stoppages of work, or slowdowns concerning any matter in dispute arising out of this contract.

ARTICLE 18 – OUTSIDE PAID POLICE DETAIL

- .01 The provisions of this Article shall govern the assignment of outside paid details to the employees covered by this Agreement when such work is to be paid for by another city or Town department (including assignment to the polls and elections), an outside individual, group, corporation or organization.
- .02 Such assignments shall be made by the Chief of Police or his designated representative, on a voluntary basis to off-duty Police Officers, and shall be distributed among the members of the bargaining unit as equitably as possible. The Chief of Police shall maintain a record of such assignments, which may be examined by a representative of the Union at reasonable times and upon reasonable notice.
- .03 In the event an off-duty paid detail extends beyond four (4) hours, the officer will receive six (6) hours pay. In the event an off-duty paid detail extends beyond six (6) hours, the officer will receive eight (8) hours pay. In the event an off-duty paid police detail extends beyond eight (8) hours for one (1) Officer, the rate of time and one-half (overtime) shall be paid for work extending beyond the eight (8) consecutive hours worked.
- .04 If an employee is not notified two (2) hours before a cancellation of an outside paid police detail, a minimum of four (4) hours of prevailing rate shall be paid to such employee.
- .05 In the event an employee reports to an outside paid police assignment and said assignment is cancelled, said employee shall be paid a minimum of four (4) hours at the prevailing rate.
- .06 All regular Police Officers shall be contacted first. However, in the event no regular Police Officer covered by this Agreement is available for outside paid police detail, the reserves shall be called before the specials, auxiliary or constables.

- .07 Two (2) Officers shall be assigned to outside paid police detail where alcoholic beverages are served.
- .08 The detail rate will be one and one-half times the top Sergeant regular hourly rate per hour and shall be for a four (4) hours minimum. The rates for Christmas Eve (6:00 pm to midnight), Christmas Day, New Year's Eve (6:00 pm to midnight) and New Year's Day shall be paid at two (2) times the detail rate with a four (4) hour minimum guarantee. All details Saturday, Sunday and holidays not specified above are to be paid at one and one-half (1½) times detail rates except those details paid via Police Department budget or non-profit organizations which primarily benefit the citizens of Ludlow.

ARTICLE 19 – BEREAVEMENT LEAVE

- .01 Death in the family – bereavement leave shall be granted to all employees without loss of pay subject to the following provisions:
- (a) an employee shall be granted a maximum of five (5) days leave in the event of the death of a spouse or child; and three (3) days leave in the event of a death in the immediate family defined as father, mother, sister, brother, mother-in-law, father-in-law, grandparents. The employee shall receive up to three (3) days leave but no such leave shall extend more than one (1) day beyond the date of the funeral.
 - (b) If the death in the family of an employee is that of a brother-in-law or sister-in-law, or person with whom the employee is living and considered to be family, excluding person residing with the employee for purely economic reasons, the employee shall receive up to two (2) days bereavement leave but no such leave shall extend more than one (1) day beyond the day of the funeral.
 - (c) If the death in the family of an employee is that of an aunt or uncle, the employee shall be granted leave for the day of the funeral only, if said day is the employee's regular working day.

ARTICLE 20 – INSURANCE BENEFITS

- .01 The Town shall contribute 50% of the cost of the premium for an indemnity plan for group health insurance, if any, that it may provide for eligible Town employees, and the employee shall contribute the remaining 50%. The Town shall contribute 78% of the cost of the premium for any non-indemnity group health insurance plan that it provides for eligible Town employees, and the employee shall contribute the remaining 22%, provided however, that this change in percentage contribution rates for non-indemnity plans shall not take effect until it is implemented for at least two other bargaining units in the Town. Upon implementation of this change in contribution rates (i.e., from the current 81/19% Town/employee contribution split to 78/22%) there shall be a one percent (1%) increase in base pay.

- .02 The Union agrees to reopen the Agreement for negotiations on health insurance changes each fiscal year upon the request for the Town with thirty (30) days prior written notice.

ARTICLE 21 – CLOTHING ALLOWANCE

- .01 The Employer shall provide a clothing allowance in the amount of one-thousand four hundred dollars (\$1400.00) for each member of the bargaining unit for the purchase of suitable uniforms paid out once a year in January via a separate payment check to the union member.
- .02 Replacement for clothing and police-issued equipment torn or lost in the performance of an Officer's duty will be made with the approval of the Chief.

ARTICLE 22 – WORK SCHEDULE

- .01 The members of the Police Department under Schedule IV, P-1 shall be scheduled to work a rotation of two (2) days off following every four (4) days work; provided that service in excess of the aforesaid days and hours may be authorized by the Police Commissioner, Chief or head of the Police Department of the Town of Ludlow and an Officer performing such service shall be compensated at an hourly rate equal to one and one-half (1½) times the hourly rate for work performed over forty (40) hours in any one work week or such higher rate as may be determined by the person or persons authorized to establish pay scales in the respective Police Department.
- .02 For the purpose of determining an hourly rate for P-1 police classifications, the weekly salary in Schedule IV of the pay plan shall be considered as based on forty (40) hours. A day shall be considered as consisting of eight (8) hours. The regular work week shall commence at 12:01 am on Sunday and end at 11:59 pm on Saturday.

ARTICLE 23 – REVOLVING FUND

- .01 A revolving fund in the amount of eight thousand dollars (\$8,000) shall be set up in the Police Department to pay for off-duty jobs. Every effort will be made to make payment within fourteen (14) calendar days from the date the detail is worked but in no event shall payment for said detail exceed twenty-one (21) calendar days. Payment shall be made in the order of the details worked providing the funds are available.

ARTICLE 24 – GUN PERMITS

- .01 The Town shall pay for all Police Officers' gun permits required by law. All Police Officers shall be required to obtain from the Town of Ludlow a valid license to carry firearms.

ARTICLE 25 – TRAINING & EMERGENCY MEDICAL TECHNICIAN PAY

- .01 Training courses given outside of the normal duty hours that are mandatory for the performance of duty as ordered by the Chief or state law are to be paid for at the rate of time and one-half or equivalent time off. Such training is to include the Red Cross training. Said overtime training is to be guaranteed a minimum of three (3) hours pay or equivalent time off. The mandatory basic police training course for new Police Officers is excluded from this overtime training process.
- .02 Each Officer who maintains his EMT certification will receive sixty dollars (\$60.00) per week.
- .03 The Town shall pay the cost for any level of EMT/Paramedic recertification which an Officer had when he or she became employed with the Police Department.
- .04 Field Training Officers shall receive one (1) hour overtime when involved in FTO training per shift assignment, effective 7/1/16.

ARTICLE 26 – PROBATIONARY PERIOD

- .01 During the first twelve (12) months of employment, an employee shall be classified as a probationary employee and, as such, shall enjoy all the benefits and privileges of the employees covered by this Agreement and shall be subject to all rules and regulations imposed upon the employees by the terms of this Agreement and shall be subject to all rules and regulations of the Police Department of the Town of Ludlow. The probationary period does not start to run until the Officer's successful completion of the statutorily required basic police training academy. Absences on scheduled work days in excess of seven (7) work days during the probationary period shall extend the probationary period by the same number of days of absence on scheduled work days, in excess of seven (7) work days.
- .02 In the event the Town determines to terminate the employee during this probationary period, such employee shall not be entitled to invoke the provisions of Article 12 (grievance procedure) nor any other process on this issue of his or her termination.

ARTICLE 27 – INCREMENTS IN GRADE

- .01 Increments in grade shall be earned based on the anniversary date of employment after one year intervals in grade provided that said increment is recommended by the Chief and approved by the Human Resource Manager (see Town's Personnel Policy Manual), provided however, that the interval between steps for employees who are members of the bargaining unit on or before October 1, 2007 shall be twenty-six (26) weeks.

(a) Academy rate (the Academy rate is established in the Town's discretion)

(b) P step 1, upon graduation

(c) P step 2, one year later

(d) P step 3, one year later

(e) P step 4, one year later

(f) P step 5, after five years

(For all employees, whether or not in the bargaining unit before or after October 1, 2007, the P step 5 rate is not reached until the Officer has attained at least five years of service.)

(g) P step 6, after ten years

.02 In order to be eligible for recommendation of increments in grade, said employee must have been employed in pay status.

ARTICLE 28 – SENIORITY

.01 Seniority for employees covered by this Agreement shall be determined as follows:

(a) Any matter subject to the provisions of Massachusetts General Laws, Chapter 31, said seniority shall be determined as provided in said M.G.L. c. 31 and any rules promulgated thereunder.

(b) For the purpose of computing the amount of vacation entitlement under Article 7 contained herein and the longevity benefit under Article 8 contained herein, seniority shall be defined as total length of service in pay status with the Town of Ludlow.

(c) For the purpose of establishing an employee's anniversary date and the benefits that are based on that date, a thirty (30) day period in non-pay status must pass before the anniversary date moves by thirty (30) day increments, excluding unpaid leaves of absence.

(d) For all other purposes not subject to paragraph (a) or (b) above, seniority shall be defined as total length of service with the Police Department of the Town of Ludlow.

ARTICLE 29 – REPORTING INJURIES

.01 Any injuries sustained in the line of duty must be reported, if the employee is physically able, to the immediate supervisor during the shift in which the injury occurred, and the accompanying accident report must be submitted, if possible, within twenty-four (24) hours of said injury, except when the employee is medically

unable to do so within that time period. The employee will file the report just as soon as possible under the circumstance.

ARTICLE 30 – SALARY & SHIFT DIFFERENTIALS

.01 Wage Schedule

POLICE SCHEDULE IV 1% Increase						Effective 7/1/2019	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P-1	975.2911	1,009.6999	1,044.1516	1,078.5818	1,112.8941	1,145.9523	1,168.8714

POLICE SCHEDULE IV 2% Increase						Effective 7/1/2020	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P-1	994.7969	1,029.8939	1,065.0346	1,100.1535	1,135.1520	1,168.8714	1,192.2488

POLICE SCHEDULE IV 2.5% Increase						Effective 7/1/2021	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P-1	1,019.6669	1,055.6413	1,091.6605	1,127.6573	1,163.5308	1,198.0931	1,222.0550

POLICE SCHEDULE IV .5% Increase						Effective 1/1/2022	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P-1	1,024.7652	1,060.9195	1,097.1188	1,133.2956	1,169.3485	1,204.0836	1,228.1653

- .02 For hours that an employee actually works outside of the regular day shift, there shall be a shift differential of seventy-five cents (.75) per hour for the second shift, and one dollar and twenty-five cents (1.25) per hour for the third shift.
- .03 The Town may require direct deposit for all Police Officer compensation. Police Officers will receive a separate direct deposits for all detail work and the Quinn/Education incentive.

ARTICLE 31 – SAVINGS CLAUSE

- .01 Should any provision of this Agreement be found to be in violation of any federal or state law or civil service rule by a final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 32 – SUBSTANCE ABUSE PROGRAM

The purpose of this program is to establish the fact that the Town of Ludlow and its employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependence. Employees are, however, subject to disciplinary action for violation of departmental rules, regulations, or procedures.

No initial drug testing shall be permitted in a random or universal basis, except as hereinafter provided. Testing shall only be permitted when there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. An employee, whose action(s) or use of force in an official capacity results in death, upon orders of the Chief of Police or his/her designee, shall be required to submit to a medical or laboratory examination, at the department's expense. This examination must be specifically related to the lethal force incident (including accidents) administrative investigation being conducted by the department. It is recognized that drug and alcohol testing constitutes an investigation, therefore, the employee's Weingarten rights apply with regard to all drug and alcohol testing issues. Testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate alcohol (breath) and drug testing (blood and/or urine) shall be permitted and the results of such testing shall be held in confidence subject to the review committee's decision as hereinafter provided.

A committee of at least three (3) department representatives shall determine whether to request alcohol or drug testing. The committee of three will be comprised of the Chief or his designee, an immediate Supervisor and a Union Representative.

The committee will review evidence brought against the suspected employee, and only after a majority of members of the committee vote to uphold the evidence shall testing be required. The committee will base its decision on a reasonable suspicion standard.

Reasonable suspicion shall be based on information of objective facts obtained by the department and the rational inferences which may be drawn from those facts.

The objective facts that shall be used in evaluating an employee's condition are the following:

- | | |
|-------------|--|
| 1. Balance | sure/unsure/questionable |
| 2. Walking | steady/unsteady/questionable |
| 3. Speech | clear/slurred/questionable |
| 4. Attitude | cooperative/uncooperative/questionable |
| 5. Eyes | clear/bloodshot/questionable |
| 6. Odor | none/strong/questionable |

It is required that the observations of these objective facts by two supervisory employees be documented in a form signed by the two (2) supervisors. In addition, there should be a place on the form for supervisors to document other relevant facts, such as admissions or explanations by the employee concerning his/her condition.

The credibility of the sources of information, the degree of corroboration, the results of the inquiry and/or other factors shall be weighed in determining the presence or absence of a reasonable suspicion.

The following are representative but not all inclusive examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents.
3. An employee exhibiting behavior inconsistent with previous performance.
4. An employee who exhibits irritability, mood swings, nervousness, hyperactivity, or hallucinations.
5. An employee who is subject to substantial allegations of use, possession or sale of drugs and has not agreed to participate in rehabilitation program.

The employee shall be provided with a test sample at the time the testing is conducted. The testing to be performed is to be consistent with best practices and generally accepted standards for drug and alcohol testing of public safety employees and CDL licensees, so as not to subject the employee to more stress and embarrassment of false positive results of a less reliable test.

The parties ensure the confidentiality of testing process and results. Access to information about the tests shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

The following information shall be provided to the employee:

1. A copy of the testing program procedure
2. A description of the sample gathering protocol
3. A list of the tests used
4. The name and location of the laboratories to be used
5. The test results in writing with an explanation of what the results mean

The basis for the directive to submit a test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance abuse as outlined above.

If the review committee concludes that the alcohol and or drug screening by means of breath, blood or urine is warranted, such testing shall be conducted immediately on Town time. Notification shall be made to the Town Human Resources Officer with actions taken by the next business day. If these reporting protocols are not followed, employees may refuse to submit to the test without being disciplined for such refusal. No testing shall be performed without committee review, based upon reasonable suspicion as hereinbefore provided.

Except as to a grievance that the review committee has not followed the procedure outlined in the Article, the decision of the review committee to require alcohol and drug testing shall be final and binding and not subject to grievance and arbitration procedure. The test sample taken from the employee shall be secured by the Town physician, the nurse practitioner or a testing laboratory designated by the Town. Failure by the employee to provide the test sample as directed will result in disciplinary action.

In the event that the initial test proves negative, the employee will be paid double time for all off-duty time used in this process.

Rehabilitation programs shall be mandatory to employees with confirmed positive results or to any employee admitting to substance abuse. Employees who successfully complete a rehabilitation program shall be guaranteed no disciplinary action solely based on their use of alcohol or drugs as opposed to violations of departmental rules, regulations, or procedures, and they shall have the right to return to their job after verification of rehabilitation completion and medical clearance. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the health care provider designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such inpatient programs. Leave of absence without pay for such reasonable periods will be allowed. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The employee agrees to submit to random testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. Random testing during this period shall not exceed four (4) tests. If any test yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

The Town shall bear all costs of testing.

It is agreed that the parties will make every effort to protect privacy and confidentiality.

ARTICLE 33 – UNION BUSINESS LEAVE

- .01 Officers of the Union shall be allowed ten (10) days per year to attend meetings of the International Brotherhood of Police Officers for two (2) members, but only one (1) member per shift at one time with no loss of compensation.

ARTICLE 34 – DURATION & RENEWAL PROVISIONS

- .01 This contract will be effective as of July 1, 2019 and will continue in force until June 30, 2022 and shall thereafter automatically renew itself for successive terms of one (1) year each unless by November 1st of the calendar year preceding the calendar year in which this contract expires, either the Town or the Union shall have given the other written notice of its desire to modify or terminate this contract. Said notice shall be by certified mail.
- .02 The party so desiring to negotiate a new contract shall specifically inform, in writing, the other party regarding any changes to be sought at the commencement of such negotiations. The party so notified shall, within thirty (30) days from receipt of said notice, respond to the first party, in writing, with any changes to be sought at the commencement of negotiations. The party so notified shall, within thirty (30)

days from receipt of said notice respond to the first party, in writing, with any changes to be sought at the commencement of negotiations. Nothing in this Article shall preclude either party from adding to, deleting from or modifying their proposals during the course of negotiations.

- .03 No automatic renewal of this Agreement as provided in paragraph .01 of this article shall occur, unless either party shall notify the other in writing, by certified mail, on or before October 1st of the calendar year preceding the calendar year in which this contract expires, that such party desires that the Agreement be automatically renewed, and from the date of receipt of such notice, the other party shall have thirty (30) days to give notice of its desire to modify or terminate the Agreement, as provided in paragraph .01 and paragraph .02 of this article, which shall cause the Agreement to not be automatically renewed.

ARTICLE 35 – LIGHT DUTY

- .01 Whenever a Police Officer shall have sustained injury so as to incapacitate him or her from performing regular duties, or illness which has caused the Officer to be excused from performance of his or her duties, after the initial four (4) weeks of such absence, the Chief may require the Officer to be medically evaluated for possible assignment to light duty by the Chief.
- .02 The type of light duty will be identified in writing by the Chief and shall be defined as work heretofore performed by Officers of the Ludlow Police Department, or special projects related to Police Department operations, but not "make-work" assignments.
- .03 Prior to performing any light duty work, the Officer may be evaluated by the Town's physician as to the capability to perform the work being assigned. If the Officer's attending physician disagrees with the Town's physician, a third party physician, to be mutually agreed upon, will be requested to evaluate the case, provided that in no event shall the total medical evaluation time exceed thirty (30) days from the date of the Town physician's evaluation. If no third opinion is received within that time, the employee will report to work.
- .04 No light duty employee will be held responsible to render emergency assistance that he or she is unable to perform.
- .05 Light duty shall not be a permanent situation unless agreed to by the employee, the Union and the Town.
- .06 An employee who is on sick or injured leave may request to be placed on light duty, and may be afforded this opportunity.
- .07 Reasonable accommodations shall be made, if necessary, for the Officer to accomplish his or her assigned duties.

- .08 The hours of such duty shall comport with the normal hours of the Ludlow Police Department and to the extent reasonable, to the Officer's normal shift assignment.
- .09 An Officer assigned to light duty shall have his or her status reviewed every twelve (12) weeks or earlier if medical evidence requires.
- .10 This Article shall be subject to the grievance/arbitration procedures and as may be applicable, the American with Disabilities Act and Massachusetts General Laws, Chapter 151B as presently constituted.

ARTICLE 36 – DISPATCH FUNCTION

- .01 When a civilian dispatcher calls out sick or is on vacation, the following formula shall be used to cover such absences:
 - (a) Civilian dispatcher off duty is to be called first, if unavailable then;
 - (b) an Officer off duty will be brought in on overtime;
 - (c) if no dispatcher or Police Officer is available, then a patrolman will be brought in off street duty to perform dispatch functions.
- .02 Local 374 of the Patrolmen Union and Town of Ludlow recognizes that dispatching is a separate entity.

ARTICLE 37 – OUT OF GRADE PAY

- .01 Any senior officer assigned to duty as an Officer in Charge of a shift for one hour or more shall receive, for all hours worked out of grade, the rate of pay for a top step Sergeant.

ARTICLE 38 – SAFETY COMMITTEE

- .01 A Safety Committee consisting of one member from each shift shall be appointed annually by the bargaining unit. Said Committee shall appoint its own chairman and meet regularly to review safety practices. The Safety Committee may make recommendations to the Chief. This Committee shall not be compensated by the Town and its recommendations shall not be subject to the grievance procedure.

ARTICLE 39 – K-9 PROGRAM

- .01 Residency Requirement – The Union agrees with the Town's demand that the K-9 Officer and the K-9 will reside at the same residence in Ludlow. Reference 5-16-02 letter from I.B.P.O. President Mark Mendes:

"As a result of a recent meeting held by the Patrol Officer's Local, it has been agreed that a residency requirement for the K-9 Officer is reasonable. Please take notice that this Agreement is solely for this particular position, and that the Local does not waive its rights for any other position, present or future, within the Police Department regarding residency..."

Any questions regarding actual residency will be determined by the Chief of Police or his designee.

- .02 Physical Fitness Requirements – All parties agree the Officer should be physically fit and will be subject to the physical fitness requirements of the K-9 Academy Training. The candidate will be subject to a preliminary physical exam related to his duties and will also be subject to an annual physical exam at the Town's expense.
- .03 Compensation for care of the dog on duty and off duty will be one-half hour per day. This is 3½ hours overtime compensation per week. When the K-9 is in a kennel or hospitalized, or not under the direct care of the Officer, there will be no compensation under this section.
- .04 Compensation for Kennel Installation and Maintenance:
 - (a) The Town owns and is responsible for kennel installation and maintenance. It is subject to supervisory inspection at the discretion of the Chief of Police or his designee; and
 - (b) The Town is responsible for private kennel costs for housing the dog when the Officer is on vacation.
- .05 The Officer will be compensated at the rate of overtime for public relations appearances and demonstrations, outside of his or her scheduled tour of duty. These appearances are subject to approval by the Chief of Police or his designee. The K-9 Officer shall work a "4 and 2" schedule. This schedule shall not apply for initial training or training which extends beyond two weeks. Commuting time is not considered duty time. The K-9 Officer's shift begins when the Officer arrives at Headquarters for his or her assigned schedule.
- .06 If and when the canine is no longer suitable for police work, ownership of the dog may be relinquished to the handler.
- .07 Canine on Duty Death – The Town will be responsible for a dignified burial or cremation.
- .08 When to and when not to use the K-9 – The Town and the Union agree that the K-9 handler is the expert in how and when to deploy and utilize the K-9. He knows the capabilities and limitations of the K-9. Therefore, the K-9 handler will make

and be responsible for the decision to use or not use the K-9. He will also determine when to initiate or to stop the use of the K-9. This section will be in accordance with all applicable departmental policies and procedures.

- .09 The Town will be responsible for the purchase of all equipment necessary to the safe and efficient use, training, transportation and deployment of the K-9. This will include but not be limited to the designated uniform of the K-9 Officer. The K-9 Officer shall be assigned to a properly equipped K-9 patrol vehicle on a permanent basis. Subject to available funds and the approval of the Chief of Police.

ARTICLE 40 – MOTORCYCLE UNIT

- .01 The Town and the Union agree that the operation of a motorcycle is inherently more dangerous than the operation of a car. With this in mind, the Town and the Union agree to the following measures to reduce the risk of injury to the motorcycle officer. This program/unit is being evaluated for an approximate eight-month period, under two, four-month lease periods. Upon completion, this unit will be deployed with the approval from the Town through the Board of Selectmen, the Police Chief and the Union.

- (a) Uniform and Equipment – The Town shall issue the motorcycle patrolmen the designed uniform and safety equipment (i.e., DOT approved helmet, protective jacket, eye protection, riding gloves, and riding boots. After the initial issuance, the motorcycle officer will be required to maintain his or her uniform and equipment in serviceable condition through a clothing allowance (Article 22). The Chief at his discretion and the Town's expense, may replace unserviceable safety equipment.
- (b) Motorcycle Maintenance – The motorcycle will be maintained to manufacturer's specifications and by certified manufacturer mechanics.
- (c) Training – The Town shall offer a comprehensive police motorcycle training and certification program, such as a current course being offered by Northwestern University Center for Public Safety and Harley-Davidson Police and Fleet Sales Division. Officers will be required to complete and pass such prescribed course before assignment to the motorcycle unit.
- (d) Pursuit Policy – The Ludlow Police Department Policy and Procedure – 410, XVI, will be amended to reflect that police motorcycles will not be allowed to initiate, nor be a primary vehicle in a pursuit.
- (e) Safe Road Conditions – Because the motorcycle officer will have specialized training in regards to motorcycle safety, he or she will determine when road conditions are unsafe, due to inclement weather, for the operation of a motorcycle. No motorcycle officer shall be disciplined for

placing the motorcycle out of service based on such determination. The Shift Supervisor shall also have the authority to place a motorcycle unit out of service if he or she determines that the roadway is unsafe due to inclement weather conditions.

The Town and the Union agree to discuss motorcycle safety issues if and when they become apparent.

.02 Working Conditions

(a) Scheduled Hours of Work – The hours of work will be as follows for the motorcycle unit:

Day shift: 8:00 am to 4:00 pm and/or 7:00 am to 3:00 pm

Evening shift: 4:00 pm to 12:00 am and/or 3:00 pm to 11 pm

(Currently there is only one Officer who is certified to operate a police motorcycle. The Union has agreed with the Town's demand to allow flexibility on hours of work until one or more Officers are certified to operate police motorcycles.)

(b) Officer Selection – The Chief reserves the right to select an Officer for the position of motorcycle patrol. He shall chose from the patrolmen that are currently assigned to the day shift to fill the day motorcycle patrol position and from patrolmen that are currently assigned to the evening shift to fill an evening motorcycle patrol position.

ARTICLE 41 – TASERS

.01 The Town may require all Police Officers to carry Electronic Control Weapons (ECW) or Tasers.

ARTICLE 42 – MILITARY LEAVE

Leave without loss of pay which eligible employees are entitled to receive pursuant to M.G.L. c. 33, §57, shall be increased from seventeen (17) days to thirty (30) days.

ARTICLE 43 – DEPLOYMENT OF NASAL NALOXONE

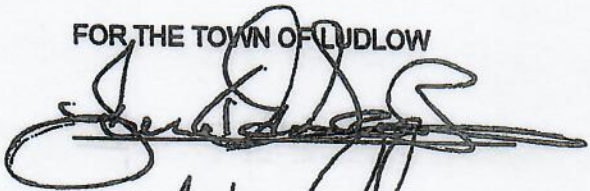
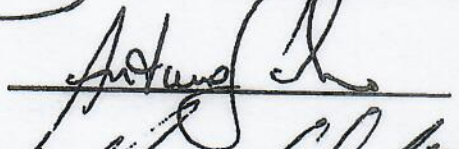
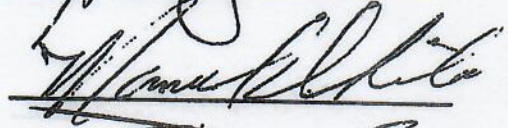

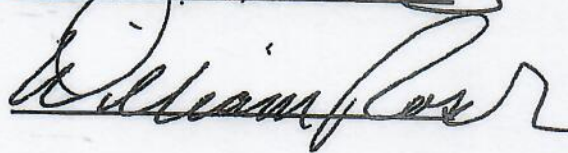
.01 Police Officers shall be required to carry and be certified on the deployment of Nasal Naloxone (Narcan). All officers shall receive an annual stipend of \$300.00. The first payment will be made beginning December 2018. Payments for following calendar years will be made in the first payroll period of December.

.02 The Union and the Police Chief will work together to establish a written policy and procedure on the administration of Nasal Naloxone. The current Longmeadow Police Department policy will be used as a template.


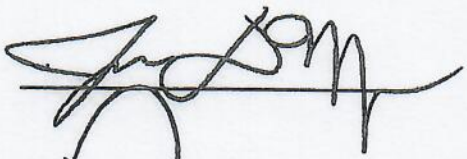
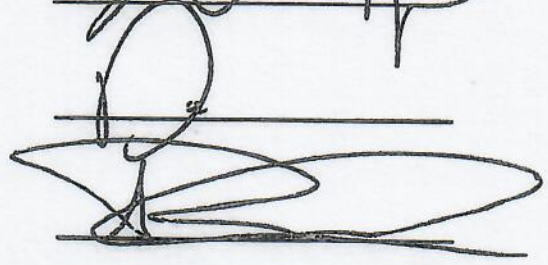

.03 There will be a cap on the number of Department EMT's of no more than 12.

This Agreement is entered into this 19 day of November, 2019.

FOR THE TOWN OF LUDLOW

FOR THE UNION

Town of Ludlow and IBPO, Local 374

Fill in Boxes Marked with an (X)

REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT
OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES
AND REQUEST THE IBPO TO ACT AS MY EXCLUSIVE COLLECTIVE BARGAINING AGENT

NAME OF EMPLOYEE (Print Last Name, First, Middle) (X)		IDENTIFICATION NO. (Sub, Sec. or Other) (X)
HOME ADDRESS (Street and Number) (X)		(City and State) ZIP CODE
PHONE (X)	AGENCY (Include Bureau, Division, Branch or Other Designation)	

SECTION A - FOR USE BY UNION

NAME OF EMPLOYEE ORGANIZATION INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS Local
I hereby certify that the regular dues of IBPO for the above named member are currently paid at \$_____ per week.

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL PRESIDENT OR TREASURER	DATE
<p>I HEREBY AUTHORIZE THE ABOVE NAMED AGENCY TO DEDUCT FROM MY PAY EACH PAY PERIOD, OR THE NEXT FULL PAY PERIOD OF EACH MONTH THE AMOUNT SET FORTH ABOVE AS THE REGULAR DUES AND TO REMIT SUCH AMOUNTS TO INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS IN ACCORDANCE WITH ITS ARRANGEMENTS WITH MY EMPLOYING AGENCY. I FURTHER AUTHORIZE ANY CHANGE IN THE AMOUNT OF MY DEDUCTIONS WHICH IS CERTIFIED BY THE ABOVE NAMED EMPLOYEE ORGANIZATION AS A UNIFORM CHANGE IN DUES STRUCTURE.</p>	

SIGNATURE OF EMPLOYEE (X)	DATE (X)
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