

AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 98, AFL-CIO

JULY 1, 2021 through JUNE 30, 2024

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#### ATTACHMENT A – COMPENSATION WAGE SCHEDULE

**AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98,  
AFL-CIO**

**PREAMBLE**

This Agreement entered into by the Town of Ludlow (hereinafter referred to as the "Employer" or "Town") and the International Union of Operating Engineers, Local 98, AFL-CIO (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure of the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1 - RECOGNITION**

- .01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and permanent part-time employees who work twenty (20) hours or more per week for the Department of Public Works (Highway Division, Sewer Division, Park Division, Tree Division, Sanitary Landfill Division, and Cemetery Division) and the Westover Golf Course. It is acknowledged and agreed that, for all purposes of this Agreement, employees who work at the Department of Public Works, under the jurisdiction of the Board of Public Works, shall be considered to be in a separate department from those employees who work at the Golf Course, under the jurisdiction of the Golf Commission
- .02 The Employer 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 - NON-DISCRIMINATION**

- .01 In accordance with applicable federal and state laws, the Employer 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.
- .02 The Employer further agrees that it will not discriminate against any employee for union membership or union activity.
- .03 The Union agrees it will not discriminate against persons covered by this Agreement on account of non-membership in the Union.

### ARTICLE 3 - MANAGEMENT RIGHTS

- .01 The Employer shall retain the sole right and authority to operate and direct the affairs of the Town and the departments covered by this Agreement in all their various aspects, including but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement. Except as modified in this Agreement, among the rights retained is the Town's right to determine its mission and set standards and service offered to the public; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the departments or by the employees of the Town; to assign and transfer employees; to hire, promote, demote employees and to suspend, discipline or discharge employees for just cause; to lay off employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; and to change methods, equipment or facilities, except that the Town in exercising its rights shall not violate the terms and provisions of this Agreement.

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

- to determine the mission, budget and policy of the 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, or facility;
- to determine the methods, means, and personnel by which the department's operations are to be carried;
- 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;
- for legitimate safety purposes 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 against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

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 M.G.L. c. 150E and all parts of this Agreement shall be held to be of equal importance and shall be considered equally.

The failure of the Employer or the Union to insist upon performance of the terms or conditions of this Agreement or to exercise any right hereunder in any one or more instances, shall not be considered a waiver or relinquishment of the right of the Employer, or the Union, to future performance of any such term or condition. The obligation of the Union and the Employee regarding future performance or the exercise of any right hereunder shall continue in full force and effect.

Notwithstanding any provision in this Agreement or Article, the Town agrees to apply the principles of just cause in all matters related to employee discipline.

#### **ARTICLE 4 - UNION DUES**

- .01 Employees shall tender weekly membership dues by signing the Authorization of Dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of check-off of dues hereinafter set forth, the Town agrees to deduct union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the third week of the month following the Town's receipt of the executed Authorization of Dues form.
- .02 The Union will indemnify, defend, and hold the Town harmless against any and all claims made, and against any suit instituted against the Town, on account of any check-off of union dues.
- .03 The Union agrees to refund to the Town any amount paid to it in error on account of the check-off upon presentation of proper evidence thereof.
- .04 The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

## ARTICLE 5 - GRIEVANCE & ARBITRATION PROCEDURE

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

STEP 1 The Union Steward and or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within five (5) calendar days of the date of the grievance or his knowledge (or when he should have known) of its occurrence. The Supervisor shall attempt to adjust the matter within his authority and shall respond to the Steward within five (5) calendar days.

STEP 2 If the grievance remains unadjusted, it shall be presented to either the Board of Public Works as to Department of Public Works employees, or the Golf Commission as to Golf Course employees, in writing within fifteen (15) calendar days after the response of the employee's immediate supervisor was due. The Board or Commission, as the case may be, shall respond in writing within fifteen (15) calendar days. Failure to respond by the Board or Commission shall be construed as a decision unfavorable to the employee.

STEP 3 If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen, in writing, within fifteen (15) calendar days after the response of the Board of Public Works or Golf Commission was due. The Selectmen shall respond in writing within fifteen (15) calendar days. Failure by the Selectmen to reply within this period shall be construed as a decision unfavorable to the employee.

STEP 4 If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Board of Selectmen was due, by written notice to the other, request arbitration from the Massachusetts Board of Conciliation and Arbitration. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. The expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing said party pays for the record. Said arbitration shall be held in the Town of Ludlow, Massachusetts.

- .02 The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision. This shall not alleviate

the arbitrator's responsibility to render a written statement as to his reasons why he had no power to rule. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

- .03 Grievances involving disciplinary action shall be processed beginning at the third step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

## **ARTICLE 6 - SENIORITY**

- .01 The length of service of the employee in the bargaining unit shall determine the seniority of the employee. In computing seniority, any break in service in excess of thirty (30) consecutive days shall be excluded from total seniority except approved military, maternity/paternity, industrial accident or layoff. The principle of seniority shall govern and control the following: choice of vacation period, layoff inverse order and recall.
- .02 Bumping: When an employee is laid off due to reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump - replace an employee with less seniority in his or her department. Such employee may - if he or she so desires - bump any employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he or she bumps and has the ability and qualifications to fill the position.
- .03 Layoff: In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by department.
- .04 Recall: Employees shall be recalled from layoff according to their seniority within their department. No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled. Said employee shall report within thirty (30) days of recall notice or at a later date upon the written approval of the Department Head. The laid-off employee shall provide the Town with his or her current address and telephone number so that contact may be made with the employee in the event of recall. If the employee does not return after recall notice, he or she will have no further right to be recalled; a recalled employee has two (2) weeks to respond to the recall notice and report back to work, although the Department Head and the employee may agree to a different timeframe for reporting to work. Recall rights expire two (2) years after layoff for employees hired on or after July 1, 2001, and five (5) years after layoff for employees hired before July 1, 2001.

## **ARTICLE 7 - PERFORMANCE EVALUATIONS**

- .01 In furtherance of the Town's managerial rights and responsibilities, the Town shall have the right to implement a formal, written performance evaluation process, which shall include, but not necessarily be limited to evaluation categories, rating levels and

definitions, goals and objectives, and employee comments. Forms to be utilized shall be presented to the Union for comment and discussion prior to final implementation.

## **ARTICLE 8 - HOURS OF WORK**

- .01 The regular hours of work each day shall be consecutive except for interruptions for meal periods. The work week for full-time employees in the Highway Division, Sewer Division, Park Division, Tree Division and Golf Course shall consist of five (5) consecutive eight (8) hour working days, Monday through Friday inclusive, except as modified below in paragraphs .03 and .04. The work week for PW-1 employees hired after July 1, 2021 shall consist of five consecutive eight-hour days, excluding Sunday.
- .02 The normal work day for full-time employees shall consist of eight (8) working hours within an eight and one-half (8½) hour period within a twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the employees involved are given notice of seven calendar days.
- .03 Only by mutual agreement: between the dates of December 1<sup>st</sup> and March 31<sup>st</sup> in the Park Division, the employees and the Supervisor may agree to modify the above-mentioned hours of work schedule.
- .04 Only by mutual agreement: between the dates of April 1<sup>st</sup> and November 30<sup>th</sup> in the Golf Course, the employees and the Supervisor may agree to modify the above-mentioned hours of work as follows: to include a five (5) day work week within a seven (7) day period including Saturdays, Sundays and holidays with two (2) consecutive days off during this period.
- .05 Early Release: employees will be released without loss of pay at 12:00 Noon on December 24<sup>th</sup> unless weather or an emergency condition requires the employees to remain on duty. No grievance may be filed over the denial of early release because of weather or emergency conditions.

## **ARTICLE 9 - OVERTIME**

- .01 Rate of Pay: time and one-half (1½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Daily: all work performed in excess of eight (8) hours in any work day.

Weekly: all work performed in excess of forty (40) hours in any work week.

Before and after regular hours: all work performed before or after any scheduled work shift.

Saturday Work: all work performed on Saturday, except as noted below.

Sunday Work: time and one-half (1½) shall be paid for all work on Sunday, except as noted below.

The overtime rate specified above for Saturday work and Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week. These employees shall be paid time and one-half (1½) for all work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days of their regular work week.

- .02 Call Time: any employee required to work outside his or her regularly scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1½). A minimum of four (4) hours call time shall be paid for Sundays and holidays. An employee may be required to work overtime unless excused for a bona fide reason in an emergency where there are sufficient volunteers and by rotation in inverse seniority.
- .03 If the call time work assignment and the employee's regular shift overlap, the call time rate of one and one-half (1½) the employee's regular hourly rate shall be paid only for those hours outside the employee's regular shift.
- .04 Distribution: overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in cases of extreme emergencies, first having been determined by the head of the department, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens. The Employer 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, at a reasonable time. Any overtime refused is equivalent to an opportunity to work overtime and will be recorded. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly. Planned overtime work shall be voluntary. In an event of emergency, employees shall be expected, except for good and sufficient reasons, to report for such emergency work. There shall be no discrimination against any employee who declines to work overtime. Should an employee be on any kind of approved paid leave under this Agreement, those hours on leave shall be construed to be hours worked for benefits and overtime purposes.
- .05 Meal Periods: all employees shall be granted a meal period of one-half (½) hour duration without pay during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift. In the event an employee is required to work beyond his regular shift the employee shall be granted one-half (½) hour

off to eat without loss of pay providing said employee is expected to work three (3) additional hours.

- .06 **Compensatory Time:** Employees shall be entitled to accrue compensatory time in lieu of overtime pay. One and one-half hours of compensatory time shall be accrued for each hour of overtime worked, with a maximum accrual of forty hours of compensatory time. Compensatory time off shall be taken at such times as are mutually agreeable to the employee and the Town within six months of accrual. In the event an employee terminates employment while still having an accrual of compensatory time, the employee will be paid for such accrued but unused compensatory time.

#### **ARTICLE 10 - REST PERIODS**

- .01 All employees' work schedules shall provide for a ten (10) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

#### **ARTICLE 11 - CLEAN-UP TIME**

- .01 Employees shall be granted a five (5) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The Employer shall make the required facilities available.

#### **ARTICLE 12 - PAY STATUS DEFINED**

- .01 Whenever the term "pay status" is used in this Agreement, it shall mean that period during which the employee is receiving compensation from the Town.

#### **ARTICLE 13 - HOLIDAYS**

- .01 The following days shall be considered to be paid holidays:

New Year's Day	Martin Luther King Day	President's Day
Patriot's Day	Memorial Day	Juneteenth
Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Christmas Day

The day after Thanksgiving (if said holiday remains fixed on Thursday) shall be a day off with pay for those employees regularly scheduled to work on Fridays, except for those employees required by their Department Head to work on said day. An employee who is required to work the day after Thanksgiving will be provided another floating holiday, which must be utilized within the ninety (90) day period following Thanksgiving, at a time agreeable to the employee and the Department Head.

- .02 No holiday pay to be given if an employee is absent the work day preceding a holiday or the work day after said holiday without prior permission or signed doctor's slip.
- .03 Holiday pay shall be eight (8) hours pay at straight time rate. Any employee who is required to work on Christmas Day or New Year's Day shall be paid at the rate of double time for the hours worked, but in no case shall this be less than an amount equal to four (4) hours worked at double time. Any employee who is required to work on one of the remaining holidays shall be paid at the rate of time and one-half (1½) for the hours worked, but in no case shall this be less than an amount equal to four (4) hours worked at time and one-half (1½). If a holiday occurs within an employee's vacation period, he shall receive an additional day of vacation with pay. Holidays falling on a Saturday are to be celebrated on the preceding Friday.
- .04 If an employee is required to work in excess of eight (8) hours on a holiday, double time his regular rate of pay will be paid for all hours over eight (8).

#### **ARTICLE 14 - SICK LEAVE**

- .01 Each employee shall be credited with sick leave with pay at the rate of one and one-quarter (1¼) days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed, the first working day of that month. Sick leave shall be accumulated up to one hundred eighty-five (185) days. 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 (3) working days in a calendar month, he or she will not be credited with his or her sick leave allowance for that month.
- .02 When an employee is initially hired, he or she will not be credited his or her sick leave until he or she has been employed for one (1) month.
- .03 Sick leave shall be granted for sickness or injury and for absence of quarantine in the immediate family if living within the same dwelling. "Immediate family" is defined as father, mother, spouse, son, daughter, sister, brother, mother-in-law and father-in-law.

#### **ARTICLE 15 - VACATIONS**

- .01 Every employee occupying a full-time position, or a permanent part-time position shall be granted annual paid vacation as follows:
  - (a) Six (6) months but less than one (1) year continuous service in pay status allowed five (5) days of vacation.

- (b) One (1) year but less than five (5) years continuous service in pay status allowed ten (10) days of vacation.
- (c) Over five (5) years continuous service in pay status allowed fifteen (15) days of vacation.
- (d) Ten (10) or more years continuous service in pay status allowed twenty (20) days of vacation.
- (e) Twenty (20) years continuous service in pay status, allowed twenty-one (21) days of vacation.
- (f) Twenty-one (21) years continuous service in pay status allowed twenty-two (22) days of vacation.
- (g) Twenty-two (22) years continuous service in pay status allowed twenty-three (23) days of vacation.
- (h) Twenty-three (23) years continuous service in pay status allowed twenty-four (24) days of vacation.
- (i) Twenty-four (24) years continuous service in pay status allowed twenty-five (25) days of vacation.

.02 Such vacation shall be granted by the head of the respective department of the Town at such time as in his or her opinion will cause the least interference with the performance of the regular work of the Town. Vacations must be taken in the year in which they are due and shall not accumulate from year to year. Notwithstanding the previous sentence, in the event an employee voluntarily agrees to work and defer one week of vacation due to a department's busy work schedule, up to one week of vacation may be carried over for up to ninety (90) days into the next fiscal year by mutual agreement with the Department Head.

Permanent part-time employees shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment.

When calculating vacation benefits for full-time employees, the time during which an employee might have been employed previously in a part-time position with the Town counts towards the total years' service, provided that such part-time service is continuous with the full-time service and provided further that such part-time service was regularly scheduled for at least twenty (20) hours per week. Thus, for example, an employee who worked for the Town for four (4) years at twenty (20) hours per week and then for six (6) years on a full-time basis will be deemed to have ten years continuous service and would be entitled to twenty (20) days of vacation.

## **ARTICLE 16 - JURY PAY**

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

## **ARTICLE 17 - SAFETY COMMITTEE CODE**

- .01 A Safety Committee comprised of two (2) representatives of the Union and two (2) supervisory or administrative personnel shall be appointed. Said Committee shall appoint its own Chairman and meet to review safety practices.

## **ARTICLE 18 - UNION REPRESENTATIVES**

- .01 A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes. The above shall be granted reasonable time off during working hours to investigate and settle grievances.

## **ARTICLE 19 - NO STRIKE NO-LOCKOUT CLAUSE**

- .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 Agreement.

## **ARTICLE 20 - UNIFORMS AND PROTECTIVE CLOTHING**

- .01 If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer.
- .02 The Employer agrees to provide all material, equipment, tools and special fees required to perform the duties assigned to the employees covered by this Agreement. The Town agrees to continue to pay for the renewals on various licenses and permits required for employees to do their Town jobs, such as "Hoisters", "Pesticide", "Class 1", and "Class 2" and for any conferences required to keep such licenses current; attendance and conferences being with and by Department Head approval.
- .03 The Employer shall provide:
- (a) A maximum of three hundred twenty-five dollars (\$325.00) per employee per contract year for the purchase of items like boots, jackets, etc.
  - (b) Two pair of work gloves per employee per contract year.
  - (c) Rain trousers and rain jacket with hood for golf course employees when needed.

- .04 The Employer will provide a uniform allowance of \$300.00 per employee per year for the purchase of approved work-related clothing at vendors designated by the Employer. The Employer may require employees to purchase and wear particular jackets, shirts, and sweatshirts so that employees will present a uniform appearance to the public. As an alternative to the uniform allowance, the employer may require employees to participate in a uniform service paid for by the Employer.

## **ARTICLE 21 - LONGEVITY FOR SCHEDULE 1 & 8 EMPLOYEES**

- .01 Longevity shall be paid to all employees who qualify under the following provisions:

To be eligible to receive this benefit, the service to the Town must be continuous and in pay status as a permanent full-time employee, with the exception that sick leave, pregnancy, and military leave shall not disqualify the employee. This longevity to be compiled using the employee's permanent full-time anniversary date as the date for computing length of service. Payment to be made within one (1) month of that date.

After five (5) years continuous employment in pay status	\$200.00
After ten (10) years continuous employment in pay status	\$450.00
After fifteen (15) years continuous employment in pay status	\$600.00
After twenty (20) years continuous employment in pay status	\$1200.00
After twenty-five (25) years continuous employment in pay status	\$1500.00

- .02 Permanent part-time employees working a minimum of twenty (20) hours per week shall be entitled to longevity after five (5) years of service in the ratio that follows:

After five (5) years of continuous employment	\$100.00
After ten (10) years of continuous employment	\$275.00
After fifteen (15) years of continuous employment	\$400.00
After twenty (20) years of continuous employment	\$500.00
After twenty-five (25) years of continuous employment	\$750.00

Part-time eligibility date commences with the date that said employee started to work the twenty (20) hours. To be eligible to receive this benefit, the service to the Town must be continuous and in pay status as a permanent part-time employee, with the exception that sick leave, pregnancy, and military leave shall not disqualify the employee.

## **ARTICLE 22 - FUNERAL LEAVE**

- .01 Funeral leave shall be granted to employees without loss of pay subject to the following provisions:

- (a) If a death in the family of an employee is that of a father, mother, spouse, child, sister, brother, grandparent, mother-in-law or father-in-law, the employee shall receive up to three (3) days leave, provided further that all such days of leave are the employee's regular working days and are taken within seventy-two (72) hours after the death.
- (b) If a death in the family of an employee is that of a brother-in-law, sister-in-law, uncle or aunt, the employee shall receive up to one (1) day leave, provided further that such day of leave is the employee's regular working day and is taken to attend the funeral of such relative.

## **ARTICLE 23 - JOB POSTING AND BIDDING**

- .01 The Town shall provide a printed job bid form to be used within Departments. When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place in all Departments (if said vacancy is authorized to be filled) listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. Within five (5) calendar days of expiration of the posting period, the Employer will award the position to the most senior applicant qualified. The successful applicant shall be given a thirty (30) calendar day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by the Supervisor that the employee is not qualified to perform the work, he or she shall be returned to his or her old position and rate. If it is determined by the Supervisor that no applicant is qualified, the Employer may fill the position from outside the bargaining unit.

## **ARTICLE 24 - INSURANCE**

- .01 The Town of Ludlow shall contribute 50% of the cost of the premium for an indemnity plan for group health insurance, if any, that it may provide for Town employees, and the employee shall contribute the remaining 50%. The Town of Ludlow shall contribute 75% of the cost of the premium for any other group health insurance plan (e.g., HMO, POS, or PPO) that it provides for Town employees, and the employee shall contribute the remaining 25%, provided, however, that this change in percentage contribution rates (currently an 81/19 percentage split) shall not take effect until it is implemented for at least two other bargaining units in the Town (one of which shall be either Police, Fire, or Teachers). Upon implementation of this change in contribution rates, there shall be a 1% increase in base pay. Notwithstanding anything contained in this agreement to the contrary, the Town may, at its option and upon thirty days prior written notice to the Union, phase in implementation of the agreed upon change in health insurance premium contribution percentages from 81/19 (i.e., 81% paid by the Town, and 19% paid by the employee) to 75/25 by first implementing a 78/22 premium contribution split, provided, however, that the 1% base pay increase shall be applied upon implementation of the 78/22 split.

## **ARTICLE 25 - WORKING OUT OF CLASSIFICATION**

- .01 When an employee is directed by the Employer to perform work in a higher classification, the employee shall receive compensation at the rate established for that step in the higher classification that is the same as the employee's present step. This section shall not apply when the work is performed in the higher classification at the request of the employee for training purposes.
- .02 Such increased rate is to be effective only after one-half ( $\frac{1}{2}$ ) shift (four (4) hours). This increased rate of pay is then retroactive to the first (1<sup>st</sup>) hour worked out of grade.

## **ARTICLE 26 - REPORTING TIME**

- .01 In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for four (4) hours at the rate to which he would be entitled for this shift.

## **ARTICLE 27 - PERSONAL OR EMERGENCY PAY**

- .01 Regular full-time and permanent part-time employees shall be granted three (3) personal days per year with full pay at straight time subject to three (3) working days advance notice to and approved by the Department Head. Said days are to be taken at the discretion of the employee at a time that will cause the least inconvenience with the work of said employee's department. Said personal days may be converted to three (3) emergency days, with full pay at straight time, requiring the approval by the Department Head. A day taken for emergency purpose shall not require prior notice. A newly hired employee shall work continuously for six (6) months before being entitled to one (1) personal day and continuously for one (1) year before being entitled to the full benefits under this Article.
- .02 Said personal day or emergency day shall not be cumulative.

## **ARTICLE 28 - MILITARY LEAVE**

- .01 A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.
- .02 United States military service incurred by an employee after the onset of employment shall be credited as time served within the bargaining unit, provided that he or she applies for reinstatement with the Employer within ninety (90) days of discharge or release to inactive duty.

## **ARTICLE 29 - WORKER'S COMPENSATION & REPORTING INJURIES**

- .01 An employee when disabled by an accident or injury arising out of his or her employment is entitled to file for benefits under worker's compensation. Any injury must be immediately reported to the Supervisor.
- .02 Any injuries sustained in the line of duty must be reported, if the employee is physically able, to his immediate Supervisor during the shift in which the injury occurred and the accompanying accident report must be submitted within twenty-four (24) hours of said injury.
- .03 The report of injury shall be completed in triplicate by the Supervisor and one (1) copy shall be retained in the employee's personnel file and one (1) copy forwarded to the worker's compensation agent as soon as practicable.

## **ARTICLE 30 - COMBINING WORKER'S COMPENSATION WITH SICK LEAVE OR VACATION**

- .01 Where the injured employee's compensation is less than his or her average weekly wage and the employee has unused vacation and/or sick leave to his or her credit, the employee may request that he or she be paid such of his or her vacation and/or sick leave allowance as when added to the amount of disability compensation will result in a payment equal to his or her regular weekly salary and wages. The allowance over and above the injury compensation will be proportionately charged to the employee's vacation and/or sick leave.

## **ARTICLE 31 - PAYMENT OF WAGES**

- .01 Biweekly payment of wages may be instituted by the Town beginning only during the first (1<sup>st</sup>) week of January in any calendar year. Said biweekly payment of wages can only commence after six (6) months advance notice in writing to the Union.
- .02 All employees are required to have their wages and other Town payments and compensation directly deposited into a banking institution as required by the Town Treasurer. Longevity payments will be paid separately from the employee's regular wage payment.

## **ARTICLE 32 - BULLETIN BOARD**

- .01 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.

### **ARTICLE 33 - LABOR MANAGEMENT MEETINGS**

- .01 The Union shall designate a standing committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which committee shall meet with the Board of Selectmen, or its designated representative, from time to time at the request of either party. Such meetings shall be held at the convenience of both parties, if possible, within ten (10) days from the date such request is received.
- .02 This article is not to be considered part of the grievance procedure hereinbefore described.

### **ARTICLE 34 - DISTRIBUTION OF UNION CONTRACT**

- .01 The Town is to pay for the distribution of copies of this contract to each member of this Union covered by this contract and be responsible for making said copies available.

### **ARTICLE 35 - PAST PRACTICE PROVISION**

- .01 Benefits, privileges or working conditions existing prior to this Agreement, not specifically covered by this Agreement, shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefits, privileges or working conditions, it shall be subject to negotiation between the parties.

### **ARTICLE 36 - SAVINGS CLAUSE**

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

### **ARTICLE 37 - INCENTIVE PROGRAM**

- .01 Any employee who has completed one hundred twenty (120) consecutive calendar days of employment without absence shall have the following optional benefit choice:

- (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.

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 immediate 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.

#### **ARTICLE 38 - LEAVE OF ABSENCE**

- .01 Leaves of absence may be granted for appropriate periods of time, without pay, upon written application stating the reasons and providing appropriate supporting statements. Denial of such requests will be neither grievable nor arbitrable.

#### **ARTICLE 39 - SICK LEAVE BUYBACK**

- .01 Upon the retirement, lay off, or death of an employee who is eligible for sick leave, payment shall be made to the employee or his or her estate in the amount of \$20.00 for each sick day earned but not expended up to a maximum of one hundred (100) days.

#### **ARTICLE 40 - COL DRUG AND ALCOHOL TESTING**

- .01 All employees are subject to the Drug and Alcohol Testing Policy dated May 25, 2004, which has been adopted by the Board of Public Works. The provision of said policy relative to a request for a split specimen (Procedures B.2.b) shall be amended by increasing the time limit to make such a request from seventy-two (72) hours to seven (7) calendar days.

#### **ARTICLE 41 - PERSONNEL FILES**

- .01 Employees shall promptly be given a copy of any material placed in their personnel files. Any adverse material placed in an employee's file shall be subject to grievance and arbitration procedures.

#### **ARTICLE 42 - ON-CALL**

.01 Foremen shall be required to carry Department issued pagers. One foreman will be required to be on-call each week (seven (7) consecutive days). The responsibility for being the on-call foreman will be distributed equitably among the foremen on a rotating basis. For each week a foreman is designated to perform the functions of on-call foreman, he or she will be paid a stipend of \$150.00 (effective Fiscal year 2016). When on-call, the foreman will be required to respond promptly and properly to calls for service either by direct response to the site and/or by having other necessary employees called in to work. The weekly stipend will be in addition to overtime pay the on-call foreman would be entitled to receive under this Agreement for actually responding to the DPW building or job site to attend to the call for service. This article may also include and apply to one other designated employee at the discretion of the Operations Supervisor. Furthermore, additional employees may be included in this Article at the discretion of, and when designated by, the Town, subject to the consent of such additional employees.

#### ARTICLE 43 - WAGES AND INCREMENT STEPS

- .01 See Attachment A - Compensation Wage Schedule.
- .02 The time between steps shall be increased from six months to twelve months, provided however, that employees on the payroll as of June 30, 2008 may continue to advance through the steps at six-month intervals.

#### ARTICLE 44 - DURATION AND RENEWAL

- .01 This Agreement shall remain in effect from July 1, 2021 through and including June 30, 2024.
- .02 Either party wishing to modify this Agreement shall send to the other party by certified mail, return receipt requested notice of its intent to modify this Agreement on or before April 1<sup>st</sup> in the year preceding the year in which this Agreement expires.
- .03 Both parties shall seek the establishment of a meeting to negotiate the aforementioned modifications.
- .04 Nothing in this article shall preclude either party from modifying their proposals during the course of negotiations.

This Agreement is entered into this 1<sup>st</sup> day of February 2022.

FOR THE UNION

William B. King  
Nash K. King  
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\_\_\_\_\_

FOR THE TOWN OF LUDLOW

William Kosma  
James T. Lusk  
James T. Lusk  
James T. Lusk  
James T. Lusk