

AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
LUDLOW FIREFIGHTERS ASSOCIATION,  
LOCAL 1840, I.A.F.F., AFL-CIO  
JULY 1, 2018 through JUNE 30, 2021

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**AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
LUDLOW FIREFIGHTERS ASSOCIATION,  
LOCAL 1840, I.A.F.F., AFL-CIO**

**PREAMBLE**

This Agreement is entered into by the Town of Ludlow (hereinafter referred to as the "Employer" or "Town") and the Ludlow Firefighters Association, Local 1840, I.A.F.F., AFL-CIO (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union and each of its employees who fall within the provisions of this Agreement, the establishment of an equitable and peaceful procedure of the resolution of differences and an equitable employment relationship and also the establishment of wages, benefits, hours of work and other working conditions.

**ARTICLE 1 – RECOGNITION**

- .01 The Employer, in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, recognizes the Union as the exclusive bargaining agent for all uniformed employees of the Fire Department, or any others covered by this Agreement, for the purpose of establishing wages, benefits, hours of work and other working conditions.
- .02 The rights of the Town and employees of the Fire Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

**ARTICLE 2 – NON-DISCRIMINATION**

- .01 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement for Union membership or activities.
- .02 The Union agrees to act as the exclusive bargaining agent for all the employees of the Fire Department within the bargaining unit and shall be responsible for representing the interests of all such employees.
- .03 The Town shall not enter into any contract negotiations or bargain with any employee of the Fire Department on matters of wages, benefits, hours of work, and other working conditions other than with the approved Bargaining Committee selected by the Union.

### ARTICLE 3 – MANAGEMENT RIGHTS

- .01 The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Fire Department in all of its 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 by this Agreement. Among the rights retained is the Town's right to determine its mission and set standards and service offered to the public; direct the working forces; to plan, direct, control and determine the operation or services to be conducted in and by the Fire Department 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 relieve 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. This Article will not be interpreted in a manner inconsistent with the rights and obligations of the parties as set forth under Chapter 150E or Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

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
- 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;
- for legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used;
- to establish qualifications;
- to determine policies affecting the hiring, promotion, and retention of employees;
- to lay off employees for lack of work or other legitimate reasons;
- 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 for just cause, to require the cooperation of all employees in the performance of this function.

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 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 The Town shall deduct dues and agency service fees upon receipt of authorization of members of the Union who shall sign deduction cards to be supplied by the Union. The Town shall forward to the Secretary/Treasurer of Local 1840 such deductions each month following the month of deduction. This deduction shall be made in four equal payments per month.

#### **ARTICLE 5 – UNION BUSINESS LEAVE**

- .01 The Union President or his or her designee and one other Union member shall be granted leave from duty without loss of wages or benefits and without the requirement to make up said loss of time, to attend state and national conventions, state association meetings, and educational seminars; this time not to exceed ten (10) days in any one (1) contract year. Not more than one (1) employee per group can be out on Union business leave at the same time.
- .02 The four (4) members of the negotiating committee shall be granted leave from duty without loss of wages or benefits and without the requirement to make up said loss of time for all meetings between the Employer and the Union for the purpose of negotiating the terms of a contract, when such meetings take place during such time when members of said negotiating committee are scheduled to be on duty.

#### **ARTICLE 6 – WORKING OUT OF GRADE**

- .01 When the Chief declares himself not accessible, he or she shall designate an Acting Chief whose duties begin immediately. Employees of the Fire Department authorized to act in the position of Captain or Chief, until that position is filled permanently, shall be compensated at the rate of pay for a period of any work day, night, or week as follows:

Private authorized to act as Captain      "Minimum Step-Class F-2"

Captain authorized to act as Chief      "Minimum Pay-Grade for Chief"

- .02 The responsible individual (Captain or Private) who is made Acting or Provisional Captain or Chief, his or her time in temporary rank shall count toward his or her seniority (time in grade) for the purpose of reaching maximum pay, if and when he or she is appointed to a higher rank.
- .03 If the accumulated number of tours worked equals or exceeds the time required to receive a Captain's step raise, said Private shall be entitled to the appropriate rate of pay until such Private reaches the maximum rate of pay for a Captain. Whenever a Private has obtained a step increase, such Private shall continue to receive that rate whenever that Private acts as Captain.
- .04 In the event the employee in temporary grade is returned to his or her previous grade, said employee shall be positioned in the increment that he or she would have accrued in his or her previous grade.
- .05 In the event an Officer is needed on a shift, the Chief or his or her designee shall authorize a member of the department with proper qualifications to take over the duties of said shift.
- .06 All Privates and Captains who are ordered to a higher rank will be done in writing by the Chief or his or her designee.

## **ARTICLE 7 – HOURS OF WORK**

- .01 The hours of work or duty shall be established so that the average weekly hours, other than hours during which such members may be summoned and kept on duty because of a conflagration or major emergency, shall not be more or less than forty-two (42) hours.
- .02 The work schedule shall consist of four (4) groups working eight (8) week cycles. The eight (8) weeks of said cycle shall average forty-two (42) hours per work week. The number of hours per tour and per week for said employees working rotating shifts as set forth below shall remain in effect for the duration of this contract. A 24-hour schedule has been implemented for all bargaining unit employees working rotating shifts. The 24-hour schedule shall conform to the following pattern of shifts: twenty-four hours on duty, followed by twenty-four hours off duty, followed by twenty-four hours on duty, followed by one hundred twenty hours off duty, and then repeating over the course of an eight week cycle (1-1-1-5). For purposes of contractual leave benefits, the 24-hour shift shall be deemed comprised of a ten hour day tour of duty consecutive with a fourteen hour night tour of duty. A "tour" as used in this agreement shall mean either a ten-hour day tour of duty or a fourteen-hour night tour of duty.

WORK SCHEDULE: X – 24 hour Shift 08:00 AM to 08:00 AM

O - Off duty

WEEK	SUN.	MON.	TUES.	WED.	THU.	FRI.	SAT.
1	X	O	X	O	O	O	O
2	O	X	O	X	O	O	O
3	O	O	X	O	X	O	O
4	O	O	O	X	O	X	O
5	O	O	O	O	X	O	X
6	O	O	O	O	O	X	O
7	X	O	O	O	O	O	X
8	O	X	O	O	O	O	O

- .03 The day tour shall consist of ten (10) hours and shall commence at 8:00 AM and expire at 6:00 PM. The night tour shall consist of fourteen (14) hours and shall commence at 6:00 PM and expire at 8:00AM on the next day succeeding.
- .04 In recognizing that the function of the Fire Department is to protect the life, health, safety and property of the public and that the responsibility of seeing that such function is performed is imposed by Law on the Chief of the Department, the Employer reserves the right to temporarily alter the work schedule of members of the bargaining unit when and only so long as public emergency and necessity require such an alteration.
- .05 The Administrative Staff/Chief Officers including the Fire Chief, Deputy Fire Chief, Fire Inspector shall generally work an average of 42 hours per week. The positions of Deputy Fire Chief and Fire Prevention Officer may be assigned to work Monday – Friday either four (4) ten and one-half hour days, or four (4) eight and one-half hour days and one (1) eight-hour day as determined by the Fire Chief. The Fire Chief, at his/her sole discretion, may alter the work hours/schedule to support the needs of the department.

## **ARTICLE 8 – OVERTIME**

- .01 Firefighting employees working in excess of ten (10) hours on any day tour and in excess of fourteen (14) hours on any night tour shall be considered to be working overtime. All other employees working in excess of any regular tour hours shall be considered to be working overtime. All employees so working shall be paid at



the rate of time and one-half of their regularly hourly rate, or may be given time off equal to such period to overtime duty, at the discretion of the Fire Chief.

- .02 All scheduled overtime duties will be by group seniority from within the group that can be picked from. A list shall be posted and show the date of the call and the response from each person (refused, on duty, sickness or vacation). If a person refuses overtime duty when called, he or she will be charged that time and will automatically be passed until a complete cycle of his or her group is made. This overtime list shall be perpetual.
- .03 New employees must complete nine (9) months of service before being eligible for overtime fill-in.
- .04 Overtime will be allowed in the same week as sick day(s) are used.
- .05 Double time compensation will be paid for fill-in overtime on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Employees normally scheduled to work these days or Firefighters called in to fight fires are not included in this double time compensation.
- .06 Minimum Call-Back Provision: An employee called back to duty will be paid a minimum of three (3) hours at the rate of time and one-half. The employee may be required to work out the full three-hour callback period or may be released before the three-hour callback period in the sole discretion of the shift officer-in-charge or the Chief. If an employee is released prior to completion of the three (3) hour time period, and is then recalled within that time span again, he or she will not be paid a second minimum three (3) hours of pay. Said work duties during the call-back time shall be assigned by the Chief or his or her designee. Call-back duty is not to be construed as time worked continuous to the beginning or end of a regular tour of duty. Said time will be considered an extension of the regular duty tour and will be compensated as outlined in paragraph 8.01 above.
- .07 Court Time: Any firefighter who is required by the Town to attend any court hearing or proceeding because of his or her employment, or who is served with a summons or subpoena to attend a hearing while off duty shall be compensated at the rate of time and one-half his or her regular rate of pay, and shall receive a minimum of three (3) hours pay, and any witness fee or attendance fee paid the firefighter will be assigned to the Town. This clause shall not apply in any case where the firefighter is plaintiff in legal action.

## **ARTICLE 9 – SUBSTITUTIONS**

- .01 All uniformed members of the Fire Department shall be permitted to substitute or exchange time or duty with members of equal rank or equal qualifications, with the approval of the Chief or his or her designee.

## **ARTICLE 10 – ATTENDING COMPANY DRILLS & MEETINGS**

- .01 All members of the uniformed firefighting force shall attend all company drills and meetings during their regular tour of duty, unless an emergency arises, or they are otherwise ordered by the Chief or his or her designee.
- .02 Any required course needed to maintain status as a firefighter, including the first responder course, shall be compensated at the rate of time and one-half provided that said courses are taken while the firefighter is not on a regular scheduled tour of duty.
- .03 Any employee of the Fire Department required to use their own vehicle while attending any schools, meetings or Fire Department business as ordered by the Chief shall be compensated for mileage and tolls to and from the location.

## **ARTICLE 11 – HOLIDAYS**

- .01 Employees of the Fire Department shall continue to enjoy all legal holidays as presently established by law. These holidays are:

New Year's Day	July Fourth
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas Day	

- .02 Effective July 1, 2011, the rate of compensation for all paid holidays as described in paragraph .01 shall be computed by dividing the then effective weekly rate of compensation by four (4). Such rate of compensation shall be multiplied by the number of holidays described in paragraph .01 and then divided by fifty-two (52) and paid on a weekly basis as part of an employee's regular rate.
- .03 All holidays shall be compensated at the rate of time and one-half provided that the employee actually works said holidays. If said employee does not work a holiday as described in 11.01, he or she shall be compensated as provided for in paragraph 11.02 above.

## **ARTICLE 12 – IN PAY STATUS PROVISION**

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

## ARTICLE 13 – VACATIONS

- .01 Vacations with pay shall be granted to all employees and earned in accordance with the following schedule:
- (a) six (6) months service but less than one (1) year service in pay status, four (4) tours
  - (b) one (1) year service but less than five (5) years service in pay status, eight (8) tours
  - (c) five (5) years service but less than ten (10) years service in pay status, twelve (12) tours
  - (d) ten (10) years service but less than fifteen (15) years service in pay status, sixteen (16) tours
  - (e) fifteen (15) years or more of service in pay status, twenty (20) tours
  - (f) twenty (20) years of service in pay status, twenty- four (24) tours
- .02 The above schedule shall include time accumulated in employment with the Town in any department, so long as this employment was continuous and in pay status. Any employee who has completed the required service shall be granted vacation as provided herein:
- (a) A vacation week shall consist of four (4) tours of duty. Vacation weeks shall commence on the day of the week on which the first day tour is scheduled.
  - (b) The senior person in each group will be given first choice of vacation selection.
  - (c) Selection of all prime time vacations will be made in order of seniority during the period of April 1<sup>st</sup> through April 30<sup>th</sup>.
  - (d) Remaining non-prime time vacations must be selected during the period of September 15<sup>th</sup> through September 30<sup>th</sup>.
  - (e) Employees who do not designate their vacation periods during the specified time periods will be afforded the opportunity to select only those periods not previously selected by another employee, regardless of seniority.
  - (f) Selections made during the selection periods and affirmed by the Chief or his or her designee after the close of selection periods will be granted.
  - (g) Vacations will be permitted during all calendar weeks of each calendar year.
  - (h) A maximum of eight (8) vacation tours will be permitted each employee during prime vacation time.
  - (i) For the purpose of definition, prime vacation time shall commence on June 1<sup>st</sup> and end on September 15<sup>th</sup>.
  - (j) Vacations must be taken during the calendar year in which they are earned. However, any employee may carry over a maximum of four (4) tours to the following year but in no event may any employee accumulate any more than the above mentioned four (4) tours in addition to his or her earned vacation time annually.
  - (k) In the event of retirement (normal or disability) of any employee, all earned vacation time will be paid to the employee.

- (l) In the event of the death of an employee, all earned vacation time will be paid to the estate of the employee.
- (m) In the event of personal hardship, vacation schedules may be adjusted at the discretion of the Chief or his or her designee.
- (n) With reasonable prior notice to the Chief or his or her designee, a total of twelve (12) vacation tours may be taken as individual tours, one day at a time, provided that multi-tour vacation selection takes precedence over single tour vacation regardless of seniority. All remaining vacation tours may be used as twenty-four (24) hour shifts.
- (o) Two (2) firefighters or one (1) firefighter and one (1) captain will be allowed on vacation at the same time from the same group.

.03 Employees, excepting those employees with less than one (1) year of service, shall have their vacation benefits vest as of January 1<sup>st</sup> of each calendar year. Employees eligible to increase their vacation benefits shall receive said increase on January 1<sup>st</sup> of the calendar year that such employee would attain the appropriate years of service for the incremental increase in vacation benefits.

#### **ARTICLE 14 – SICK LEAVE**

- .01 Sick leave shall be granted to all employees of the Fire Department in accordance with the classification plan bylaw and the compensation plan adopted by the annual Town Meeting as amended.
- .02 Sick leave shall be accumulated at the rate of fifteen (15) days per year and shall be credited on January 1<sup>st</sup> in the following manner:
  - (a) Ten (10) days shall be held in a "Long Term" sick leave account. Long term sick days may be utilized for certified long term illnesses, hospitalization or family illness. Long term sick days may be utilized one tour at a time when an employee is out of short term sick leave. Verification or certification, if required by the Department, shall be by the employee's or family member's medical provider including a chiropractor. Any absence of three (3) consecutive tours or more accompanied by proper medical verification, if requested, from an employee's physician including a chiropractor, shall be deemed long term. Any unused days may accumulate to an amount equal to the number of the years of service to the Town times ten (10). (Such accumulation shall not affect the present employee individual sick leave accounts and such accounts shall be allowed to be used for long term illnesses as herein defined and shall not be reduced by this provision.)
  - (b) Five (5) days shall be held in a "Light Illness" account for such ailments as influenza, colds, and the like. At the end of each calendar year, unused days in this account shall be "bought back" by the Town according to the following table, but which shall not otherwise accumulate.

UNUSED DAYS	% OF REGULAR DAYS PAY
5	50%
4	40%
3	30%
2	20%
1	10%

(c) Employees with less than six (6) months service shall not accumulate sick leave as specified in Article 14, Section .02. New employees who attain six (6) months of service during a calendar year shall have their sick leave benefit accumulations prorated at one and one quarter ( $1\frac{1}{4}$ ) days per month times the remaining months in the calendar year. The accumulated days shall be split to the extent possible with one third ( $\frac{1}{3}$ ) credited to the employees "Light Illness" account and two thirds ( $\frac{2}{3}$ ) credited to the employees "Long Term" sick leave account.

- .03 Upon retirement or death of a firefighter, he or she (or his or her legal representative) shall be paid a lump sum determined by multiplying any remaining unused "Long Term" sick leave days times twenty dollars (\$20.00) with a maximum of two-hundred fifty (250) days.
- .04 Sick leave shall not be considered or charged to vacation leave or injury leave. Sick leave shall not be used as or to extend vacation leave or personal days or for any other use other than for an employee illness or to care for a sick family member.
- .05 Unused "Light Illness" days may, at the option of the employee, be added to the employee's "Long Term" sick leave account or bought back according to the Agreement.
- .06 Any utilization of sick time by an employee that occurs on a shift immediately preceding or following a vacation, personal day, bank day or swap, at the Chief's discretion, may require medical verification from the employee's or family member's medical provider including a chiropractor.
- .07 The conversion of accrued sick leave time for non-rotating personnel shall be based on the same method as is currently used for the conversion of accrued vacation time for non-rotating personnel.

## **ARTICLE 15 – INJURY LEAVE**

- .01 When an employee of the Fire Department is injured in the performance of his or her duties, that employee shall be entitled to Injury Leave with full pay during the period in which he or she is unable to perform his or her duties or until such time as he or she has been accepted for medical retirement under the policies adopted by the Hampden County Retirement Board.

- .02 Injury Leave shall not be considered or charged to sick leave or vacation leave.
- .03 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 within twenty-four (24) hours of said injury. Delay injuries such as those caused by noxious fumes, radiation, chemicals and other agents whose injurious effects occur only after a lapse of time must be reported as soon as the injury is detected.
- .04 (a) After the initial four (4) week period of disability leave, an employee who has been excused from the performance of fire duty because of an on the job injury, illness or disability may be required to be medically evaluated for possible assignment to light duty by the Fire Chief.
- (b) Such light duty assignment shall be identified in writing by the Fire Chief and shall be defined as work heretofore performed by employees represented by the Union or special projects related to Fire Department operations, but not make work assignments, and will be designed so as to not hinder recuperation.
- (c) Such light duty shall be for a reasonable duration and expected to assist an employee's return to full duties.
- (d) Prior to performing any light duty work, the Town's physician shall determine, based on the Chief's written assignment, that the employee is capable of performing the assigned duty.
- (e) If there is a conflict between the attending physician and the Town's designated physician of the employee's capabilities to perform light duty, then a third physician will be named by the parties at the Town's expense to determine the employee's medical status, provided that in no event shall the total medical evaluation time exceed thirty (30) days from the time of the Town's physician evaluation. Unless delayed by the Chief, if no third opinion is received within that period, the employee will report to work.
- (f) No employee on light duty shall be held responsible for failure to render emergency assistance. It is understood that the employee on light duty shall not be part of the fire suppression force.
- (g) It is understood and agreed to between the parties that:
- (h) Light or restricted duty shall not be a permanent assignment, unless requested by the employee and agreed to by the Union and the Chief.
- (i) There shall be no expectation of a permanent position or assignment through this light or restricted duty.
- (j) In the event that an employee's injury, illness, or disability is medically certified as likely to be permanent, and an application has been filed with the Retirement Board, the member will not be required to perform light duty between the date on which an application is completed and accepted by the Local Retirement Board, and the final determination of the Local Retirement Board. If the employee's application is denied by the Local Retirement Board, the member may be required to return to light duty, however, if an employee successfully appeals such decision, the employee then would be exempt from light duty.

- (k) An employee who is on sick leave or who is on injured on duty leave may request, at any time, to perform light duty. The employee shall be afforded the opportunity to perform light duty if the Chief, Union, and the employee agree.
- (l) The employee shall be eligible for all rights, benefits, and privileges without diminution under the Collective Bargaining Agreement.
- (m) There shall be reasonable accommodations made, if necessary, for an employee to accomplish his or her assigned duties.
- (n) If an employee is on light duty assignment, is absent from work due to his or her work related injury or treatment thereof, such absence shall be classified as an on the job injury leave, but the Town reserves the right to review such absences for validity.
- (o) The hours of work shall comport with the normal hours of the Ludlow Fire Department and shall be designated by the Fire Chief, provided such hours are reasonably related to the light duty assignment.
- (p) If the hours assigned are outside of the rotating forty-two (42) hour week schedule, the employee shall have Saturdays, Sundays and holidays off.
- (q) Any employee who has been assigned to light duty shall have his or her status reviewed every twelve (12) weeks or at an earlier time if competent medical evidence requires.
- (r) An employee who is given a release to full duties by his or her treating physician, and or the Town's physician shall be returned immediately to full duty unless there is competent medical evidence to the contrary.
- (s) This Agreement shall be subject to the grievance/arbitration procedure of the negotiated agreement.
- (t) Incorporated herein are the provisions of the Americans with Disabilities Act and Massachusetts General Laws, Chapter 151B to the extent applicable.

## **ARTICLE 16 – LIFE & MEDICAL 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 shall contribute 75% of the cost of the premium for any other group health insurance plan (e.g., HMOs) that it provides for Town employees, and the employee shall contribute the remaining 25%, provided however, that this change in percentage contribution rates (i.e., from an 81/19% split to 75/25%) 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, there shall be a 1% increase in base pay.
- .02 All insurance payments shall be deducted from the employee's pay in four (4) equal payments each month.
- .03 During the term of the Agreement from July 2003 to June 30, 2005 the Union, endorses and agrees to the Board of Selectmen's proposal for changing health insurance coverage to a single vendor provider offered by MIA or equivalent.

## **ARTICLE 17 – SENIORITY**

- .01 Seniority shall be computed in accordance with Massachusetts General Laws, Chapter 31, Section 33 which provides, in part, that seniority shall mean ranking based on length of service as computed from the first date of full-time employment as a permanent employee.
- .02 In the event that two (2) or more persons are appointed at the same time, their seniority will be based on the employee's service time on the Fire Department such as Auxiliary or Callman. If this is not the case, then seniority shall be based on the alphabetical order of names of those appointed to the Fire Department.

## **ARTICLE 18 – DEPARTMENTAL OPENINGS, VACANCIES, PROMOTIONS**

- .01 When a vacancy in the Fire Department is created by either retirement, death, or disability, that position shall be filled within a six (6) month period, providing that there is a civil service list available and further provided that the vacancy has been authorized to be filled.
- .02 When a member is promoted to a higher rank, the Town shall supply to the promoted member, with no charge or cost to the member, a complete dress uniform of the rank to which the member is promoted.

## **ARTICLE 19 – SAFETY & HEALTH**

- .01 The Town, Chief, and employees of the Fire Department shall cooperate fully in matters of safety, health and sanitation affecting the employees of said department.
- .02 The Town shall furnish, at no cost to the employee, all firefighting and safety equipment for the purpose of performing his or her duties in a safe manner. This cost shall not be considered or charged to the employees clothing allowance.
- .03 While in the performance of his or her duty, if an employee's eyeglasses, natural teeth or dentures are destroyed, broken or lost, the Town shall furnish full payment for the above items. Said payment shall be paid directly to the vendor.
- .04 An Exposure Reporting System shall be used by the employee and the Town for reporting of any hazardous materials, chemicals, smoke or any other unknown substances which that employee may have been exposed with during the performance of his or her duties. That record shall be kept in the employee's personnel file and a copy to the Chief and the Union. See Appendix A for form.
- .05 The aerial ladder shall be inspected every ten (10) years or if the Chief determines that an inspection is warranted when the ladder is subjected to any undue stress.



This inspection shall be performed by an appropriate agency using the non-destructive type of inspection x-ray, dye or any method determined by that inspecting agency.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

- .01 The purpose of the grievance procedure shall be to settle all grievances between the Employer, Chief of the Department and the Union as quickly as possible, so as to insure efficiency of the Fire Department and to promote employee morale. The Town, Union and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined in this paragraph is and shall be in accordance with the grievance procedure described in this Article. A grievance is defined as a complaint or a dispute between the Town and an employee or the Union pertaining to the application of or compliance with the provisions of this Agreement.
- .02 **STEP 1** The Union Representative, with or without the aggrieved employee, shall present the grievance in writing to the Chief within seven (7) calendar days of the grievance. The Chief shall attempt to resolve the grievance to the satisfaction of the parties involved.
- STEP 2** If the grievance is not settled at the step one level within ten (10) calendar days from the date of written presentation at the step one level, the grievance may be submitted by the Union to the Board of Selectmen.
- STEP 3** If the grievance is not resolved at the step two level within fourteen (14) calendar days from the date of presentation at the step two level, the Union may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) days after the expiration of the fourteen (14) calendar days referred to herein. Within the aforesaid thirty (30) day period, written notice of said submission must be given to the Employer by delivery in hand or by mail.
- .03 The Arbitrator shall be selected by mutual agreement of both parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of Arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association. Expenses for the Arbitrator's services shall be shared equally by both parties.
- .04 Written submission of grievances at step one shall be in proper form (see Addendum A1 attached), made out in triplicate, and signed by the representative of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Union representative

reaching the adjustment; at any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

- .05 If at the end of the seven (7) calendar days next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been as step one of the procedure set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure shall not have been taken within the time specified therefor, in paragraph 20.02 of this article.
- .06 Any incident which occurred or failed to occur prior to the effective date of the Agreement shall not be the subject of any grievance thereunder.
- .07 The Arbitrator thereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The Arbitrator's award shall be in writing and shall set forth his or her findings of fact, reasoning and conclusion. The Arbitrator shall be without power or authority to make any award which requires a commission of an act not permitted by law or ordinance. The award of the Arbitrator shall be submitted to the Employer and the Union and subject to applicable law, shall be final and binding upon the Employer, the Union, and the aggrieved employee.

## **ARTICLE 21 – CLOTHING ALLOWANCE**

- .01 Effective July 1, 2016, the Town shall appropriate the sum of four-hundred fifty dollars (\$450.00) per employee for the purpose of clothing and personal effects. A newly appointed employee shall receive an allowance of two-hundred fifty dollars (\$250.00) at the start of his or her term and after six months shall receive an additional two-hundred fifty dollars (\$250.00) to make a total of five hundred dollars (\$500.00). Upon satisfactory completion of an employee's probationary period, the Town shall provide the employee with a Class A dress uniform as a one-time benefit.
- .02 All clothing shall be purchased by each member of the Fire Department at a location determined by the Employer and an employee's representative to insure a uniform looking department.
- .03 Approved Fire Department clothing shall be the list of current clothing and effects agreed to between the Chief of the Department and the Union.

## ARTICLE 22 – LONGEVITY

- .01 Longevity shall be paid to any employee of the Fire Department who qualifies under the provisions and conditions listed below:

Five (5) full years in pay status	\$250.00
Ten (10) years through fourteen (14) years in pay status	\$500.00
Fifteen (15) years through nineteen (19) years in pay status	\$750.00
Twenty (20) years through twenty-four (24) years in pay status	\$1000.00
Twenty-five (25) years or more in pay status	\$1500.00

- .02 The purpose of this Article is to reward the employee for his or her time and service, knowledge and employment and to give incentive.
- .03 Longevity is to be earned using the employee's anniversary date as the date for computing length in service, and payment shall be made within thirty (30) days of that date.

## ARTICLE 23 – COMPENSATION & CLASSIFICATION

- .01

Fire Department Schedule III Effective 7/1/2018

Class	Min	1	2	3	4	5
F-1	996.37	1,028.38	1,060.42	1,092.33	1,124.31	1,155.00

### Completion of Hazardous Materials Training

Fire Department Schedule III Effective 7/1/2018

Class	Min	1	2	3	4	5	
F-1	1,041.56	1,075.18	1,108.84	1,142.37	1,175.95	1,208.26	
F-2	1,301.95	1,343.98	1,386.05	1,427.96	1,469.94	1,510.32	
F-3	1,627.43	1,679.97	1,732.56	1,784.95	1,837.42	1,887.90	
F-4	2,138.20	2,207.22	2,276.31	2,345.18	2,414.09	2,480.41	

Fire Department Schedule III Effective 7/1/2019

Class	Min	1	2	3	4	5
F-1	1,016.30	1,048.94	1,081.63	1,114.18	1,146.80	1,178.10

### Completion of Hazardous Materials Training

Fire Department Schedule III Effective 7/1/2019

Class	Min	1	2	3	4	5	
F-1	1,062.39	1,096.69	1,131.01	1,165.76	1,199.47	1,232.42	
F-2	1,327.98	1,370.86	1,413.77	1,457.20	1,499.34	1,540.53	
F-3	1,659.98	1,713.57	1,767.21	1,821.50	1,874.17	1,925.66	

F-4	2,180.96	2,251.37	2,321.84	2,393.17	2,462.37	2,530.02	
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Fire Department Schedule III Effective 7/1/2020

Class	Min	1	2	3	4	5
F-1	1,036.62	1,069.92	1,103.26	1,136.46	1,169.73	1,201.66

Completion of Hazardous Materials Training

Fire Department Schedule III Effective 7/1/2020

Class	Min	1	2	3	4	5	
F-1	1,083.64	1,118.62	1,153.63	1,189.07	1,223.46	1,257.07	1,282.21
F-2	1,354.54	1,398.27	1,442.04	1,486.34	1,529.32	1,571.34	1,602.76
F-3	1,693.18	1,747.84	1,802.55	1,857.93	1,911.65	1,964.17	2,003.46
F-4	2,224.58	2,296.40	2,368.28	2,441.02	2,511.62	2,580.62	2,632.23

- .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.
- .03 Effective July 1, 2019, the Deputy Chief step raises shall begin at minimum step and after one (1) year, shall be then compensated at top step.
- .04 Effective July 1, 2020, there shall be a new step increase for firefighters with ten (10) years of service, which shall be two (2%) percent higher than the current step at five (5) years.
- .05 The Town agrees to roll the 43<sup>rd</sup> hour into the base effective July 1, 2018.

## ARTICLE 24 – PAST PRACTICE PROVISION

- .01 Any benefit or privilege now enjoyed by the Union will not be modified, amended, or reduced by the Employer and/or the Department Chief unless they give the Union reasonable notice prior to any change being put into effect.

## ARTICLE 25 – INCENTIVE PROGRAM

- .01 Any employee who has completed one-hundred twenty (120) consecutive calendar days of employment without absence shall have the following choice:
  - (a) Payment of one (1) day's 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 one-hundred twenty (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 one-hundred twenty (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 Upon death or retirement or separation from the Department, the Town agrees to pay the employee twenty dollars (\$20.00) per day for the employee's credited but unused sick leave. The employee shall be entitled to a maximum of two-hundred fifty (250) days of unused sick leave reimbursement, but in no case shall the employee be entitled to more than the number of unused sick leave that the employee has on his or her account.

## **ARTICLE 26 – CAREER INCENTIVE**

- .01 Effective July 1, 2020, any employee that has been or is currently enrolled in a continuing education program(s) at an approved accredited institution shall be compensated at the rate(s) set forth below in this Article for higher and/or continuing education for either an Associate or Bachelor's Degree in Fire Science, EMS Management, or in a field of Emergency Medicine that directly relates to the level of ambulance service provided by the Department, which shall be agreed upon by the Chief, Human Resources Department and the Union. Additionally, a degree in Business Administration/Management shall be added for any Captain and/or Chief Officer. The payment of the first annually earned amount shall commence within thirty (30) days of receipt of written notice to the Chief or his or her designee along with a copy of the diploma.

CBA FY	CBA 7/1/2018	CBA 7/1/2019	CBA 7/1/2020
Associate's	No increase	No increase	\$1,500.00 annually
Bachelor's	No increase	No increase	\$2,500.00 annually

- .02 Said benefit shall be earned annually on the anniversary date of the diploma. Said benefit shall be paid within thirty (30) days of said anniversary date. In the event the employee terminates within the year for which this benefit has been paid, said employee shall pay back to the Town, on a pro-rated basis, all monies paid for this benefit not earned. Said repayment to the Town shall be withheld from the employee's final paycheck and any balance remaining unpaid to the Town shall be repaid to the Town within thirty (30) days from the date of the final paycheck.

Repayment to the Town will not apply to termination due to death, disability due to injury in the line of duty, normal retirement (not early retirement), or lay-off.

- .03 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 27 – 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 employees by the terms of this Agreement and shall be subject to all rules and regulations of the Fire Department of Ludlow, except that no such probationary employee shall be entitled to invoke the provisions of Article 20 (grievance procedure) hereof nor any other process in the event the Town determines to terminate his or her employment while he or she is a probationary employee.

#### **ARTICLE 28 – NO STRIKE/NO LOCKOUT PROVISION**

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

#### **ARTICLE 29 – UNION BULLETIN BOARD**

- .01 The Union may maintain a bulletin board for Union notices as it has in the past.

#### **ARTICLE 30 – RESIDENCY PROVISION**

- .01 Any firefighter covered by this Agreement who has been employed by the Town on a full-time basis and in pay status for a period of three (3) consecutive years or longer may, if desired, live outside the boundaries of the Town provided that such residence is not further than ten (10) miles from any Town boundary line.

#### **ARTICLE 31 – CALL BEEPERS**

- .01 The Town shall be responsible for the replacement of all call beepers unless damage or loss of same results through carelessness of the firefighter while off duty. The Town shall be responsible for any damage or replacement when damage or loss occurs during on-duty time including the fighting of fires.
- .02 In the event a firefighter, when off duty, damages or loses his or her assigned call beeper through carelessness of any nature said firefighter shall be liable for the repair or replacement of same and shall pay to the Town, within ninety (90) days

from the date of such damage or loss, the full cost of repair or replacement whichever is applicable.

## **ARTICLE 32 – SAFETY COMMITTEE**

- .01 Both parties agree to form a safety committee immediately upon the execution of this Agreement which shall have as its purpose a forum in which to discuss and make recommendations for the improvement of the general health and safety of the employees and the general wellbeing of the community served.
- .02 Said committee shall meet at least every eight (8) weeks or at any time by the call of at least three (3) members of the committee or by the call of the Fire Chief. When a meeting is called as provided above, said committee must convene within five (5) calendar days from the date the meeting was called.
- .03 Membership on the committee shall consist of one (1) Private of the unit from each shift, four (4) Captains and the Fire Chief.
- .04 Vehicle Safety: In addition to the daily log, whenever a safety related problem is alleged, a repair ticket will be filled out and initialed by a member of the safety committee. The safety committee members on duty at the time that the alleged safety problem arises will then inspect the vehicle to determine if the necessary repairs can be provided in house or must be done by outside personnel and so inform the Chief of their decision. The Chief shall then make a determination as to what course of action should be taken. When the repairs have been completed, two (2) members of the safety committee will inspect the vehicle and sign-off on the original repair ticket. A copy of the repair ticket and the repair order (if the work was done outside) shall remain on file with the safety committee.

## **ARTICLE 33 – BEREAVEMENT LEAVE**

- .01 Members of the Fire Department represented by the Union shall receive bereavement leave without loss of pay according to the following:
  - (a) In the case of a death of members in the immediate family defined as father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grandparent, grandchild and anyone residing in the member's household, the member shall receive three (3) tours off without loss of pay, provided that said three (3) tours occur from the date of the death to the date of funeral.
  - (b) In the case of a death of brother-in-law, sister-in-law, uncle or aunt, the employee shall receive up to one (1) tour off without loss of pay provided such day is a regular working day and is to attend the funeral of such relative.

## **ARTICLE 34 – JURY DUTY**

- .01 The Town and the Union agree that the current practice of compensation for jury duty shall continue.

## **ARTICLE 35 – AMBULANCE**

- .01 Any member of the Ludlow Fire Department who obtains or maintains his/her EMT certification level shall be compensated, in addition to his/her regular compensation as follows:

EMT Intermediate – 6%    EMT Paramedic – 12%

Said compensation shall be based on base salary of a top step firefighter with Hazmat pay. Such stipend is not part of an employee's base pay and is not counted in calculating overtime pay. Said pay shall be paid weekly to the individuals.

- .02 The Town of Ludlow agrees to reimburse all members of the Department all costs of maintaining all applicable EMT certifications. Employees who receive EMT training while said employees are off duty shall be compensated at the rate of time and one (1 1/2) their then hourly salary.

Except when a fire fighter is released from duty without loss of pay, the Town will incur no pay obligation for the time spent at EMT-P training programs and no additional compensation will be required. Notwithstanding the foregoing, firefighters injured during such training through no fault of their own will be entitled to coverage under M.G.L. c. 41 s. 111F as currently provided by the Ludlow Fire Department.

The Town of Ludlow agrees to fill-in for said individuals that are released from duty for training with additional personnel if the response level drops below four (4). Said fill-in personnel shall be compensated at time and one half.

- .03 Notwithstanding any other Article or provision of this Agreement, the Town of Ludlow agrees that Article 35.03 shall govern the administration and distribution of Ambulance Overtime. Ambulance Overtime is defined as overtime in accordance with Article 35.03 and created whenever the number of firefighting personnel on duty available to respond to a call, excluding desk personnel, falls below four (4) firefighting personnel. Whenever the aforementioned event occurs, an off-duty firefighting personnel shall be immediately called back for Ambulance Overtime. The firefighting personnel shall receive a minimum of three (3) hours overtime pay for Ambulance Overtime, unless during the immediate three (3) hour period after receiving the call for Ambulance Overtime, a subsequent Ambulance run or runs occur and the firefighting personnel fails to respond to a call to return to the station. If the firefighting personnel fails to respond to a call to return to the station during said three (3) hour period, such firefighting personnel shall receive the greater of either an hour overtime pay or overtime pay up to the time of the subsequent call which the firefighting personnel did not respond. If the Ambulance call results in a



no transport, the firefighting personnel shall receive one (1) hour overtime pay. It is expressly understood that a fire fighting personnel who is on Ambulance Overtime, at his/her sole option, may leave the station when the ambulance returns to the station. The Town further agrees that for Article 35.03, Ambulance Overtime, shall be entirely voluntary and distributed in an equitable manner. Additionally, the Town of Ludlow agrees that solely for Ambulance Overtime, Article 35.03, overtime shall be paid in fifteen (15) minute intervals and that any other overtime payments shall not be affected by this agreement and shall be paid in accordance with the present practice. If a fire fighting personnel is required to remain on Ambulance Overtime beyond the three (3) hour minimum, said personnel shall receive overtime payment for the additional time at time and one half and be paid in fifteen minute intervals.

- .04 Nothing in this agreement is meant to restrict the Town in the exercise of its management rights. Among others, these rights include the right to determine the level of service and whether the town offers an ambulance service.

#### **ARTICLE 36 – DUMPSTER**

- .01 The Employer shall provide the Fire Department with a large dumpster for trash.

#### **ARTICLE 37 – SAVINGS CLAUSE**

- .01 Should any provision of this Agreement be found to be in violation of any Federal or Massachusetts 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 38 – SUBSTANCE ABUSE**

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. 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 39 – PERSONAL DAYS**

- .01 On January 1<sup>st</sup> of each year, members of the bargaining unit shall receive three (3) personal days to be used in the calendar year in which said personal days are granted. There will be no carry over of personal days from one calendar year to the next calendar year.
- .02 There must be prior notice before appropriate tour to the Chief or his or her designee prior to the use of any personal day. Such notice may be waived in the sole discretion of the Chief.
- .03 There shall be no more than two (2) fire personnel, excluding the fire personnel assigned to non-rotating shifts, on any one (1) shift off due to the use of vacation or personal day.

#### **ARTICLE 40 – CENTRAL DISPATCH**

- .01 The Union recognizes the Town's right to convert the present Fire Department dispatch to a centralized civilian dispatch system. The Union agrees to assist the Town with this transition.
- .02 The Town agrees to provide the Union with three months notice prior to implementing central dispatch.
- .03 Both parties agree to work together through the principles of mutual interest to implement the central dispatch function.

#### **ARTICLE 41 – DURATION AND RENEWAL PROVISION**

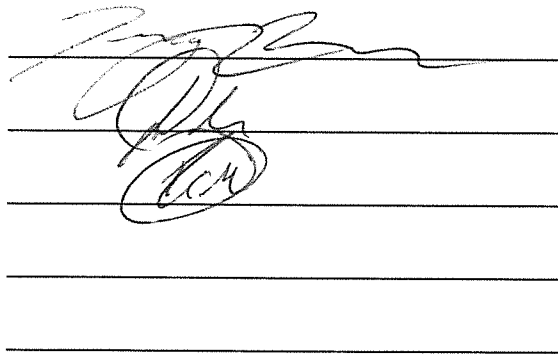
- .01 This Agreement will be effective as of July 1, 2018 and will continue and remain in force until June 30, 2021 and shall thereafter automatically renew itself for successive terms of one (1) year unless by November 1<sup>st</sup> of the calendar year

preceding the calendar year in which this Agreement expires, either the Town or the Union shall have given the other written notice of its desire to modify or terminate this Agreement. Said written notice shall be by certified mail.

- .02 The party so desiring to negotiate a new Agreement shall specifically inform, in writing, the other party regarding any changes to be sought at the commencement of such negotiations. The party so being 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.
- .03 Nothing in this Article shall preclude either party from adding to, deleting from or modifying their proposals during the course of negotiations.
- .04 During the term of this Agreement, July 1, 2018 to June 30, 2021, this Agreement is subject to a reopener at the request of the Town on the health insurance contribution rate in the event there is a change, whether through agreement or award, in the contribution rate to be paid by the patrol officers of the Police Department.

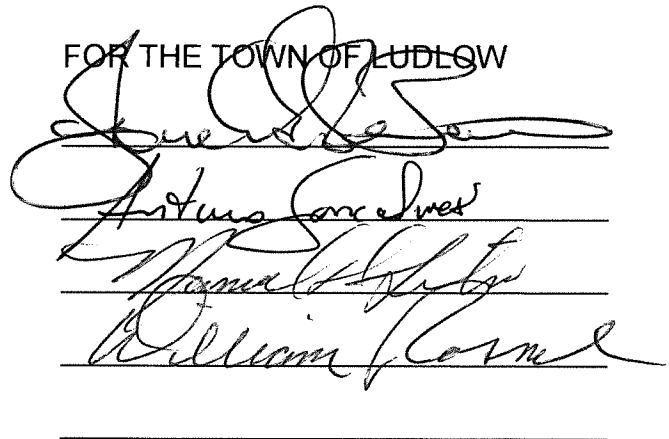
This Agreement is entered into this 4 day of June 2019 between the Town of Ludlow and Ludlow Firefighters Association, Local 1840, I.A.F.F., AFL-CIO.

FOR THE UNION



Three handwritten signatures are present on the Union side. The first signature is a cursive name. The second signature is a cursive name with a circled 'A' below it. The third signature is a cursive name. There are four horizontal lines for signatures in total.

FOR THE TOWN OF LUDLOW



Three handwritten signatures are present on the Town of Ludlow side. The first signature is a cursive name. The second signature is a cursive name. The third signature is a cursive name. There are four horizontal lines for signatures in total.



**MASSACHUSETTS  
DEPARTMENT OF PUBLIC HEALTH**  
(DO NOT SEND THE ORIGINAL FORM OR A COPY TO THE DEPARTMENT OF PUBLIC HEALTH)

## UNPROTECTED EXPOSURE FORM

(Please print or type)

Today's Date / / / /	Incident Date / / / /	Receiving Facility
Transporting Ambulance Service		Ambulance Trip Report #
Address		Designated Infection Control Officer (DICO) Captain Edwin J. Prokop Jr. (413) 583-8332
Telephone # for DICO		It is recommended the prehospital emergency care agencies <i>type or print</i> in the name <i>and telephone number</i> of the current DICO before <i>blank</i> forms are provided to their personnel.

Patient Information				Rescuer Information			
Name				Name			
Incident Location				Address			
Incident Type Medical                      Trauma				City/State/Zip			
Transportation Emergency                      Routine				Day Phone		Evening Phone	
Check box(es) which best indicate your exposure. <i>Explain in detail in the spaces provided below.</i>				Profession		Department/ <i>Employer</i>	
Exposure Route:	Needlestick	Open cut	Bite	Puncture	Mouth	Eye	Other: _____
Exposure Type:	Blood	Sputum	Saliva	Other: _____			
Precautions:	Mask	Eye Wear	Gown	Exam gloves (latex, nitrile, vinyl)	Gloves (work type)	Other: _____	
Cleaning	Hand Washing	Washing Contaminated Skin		Other: _____			

Describe the nature of the unprotected exposure <i>in detail</i> : (attach additional pages if needed)
Describe the steps taken by the rescuer to minimize the exposure:

**You must provide the information on this form to the facility that received the patient from whom you received the exposure.** I understand that in the case of certain exposures (e.g. needlestick with a bloody needle) it is crucial for the exposed rescuer to seek immediate medical evaluation for treatment that might reduce the risk of infection. Completion of the Unprotected Exposure Form may be done during or after the medical evaluation.

I further understand that I will be informed of an unprotected exposure, only if the patient is diagnosed as having a bloodborne infectious disease dangerous to the public health, as defined in 105 CMR 172.001 and if, in the view of medical personnel, my documented exposure is capable of transmitting that disease.

Rescuer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Form Received By: \_\_\_\_\_ Date: \_\_\_\_\_

DO NOT SEND THE ORIGINAL FORM OR A COPY TO THE DEPARTMENT OF PUBLIC HEALTH Rev. 05/26/2004  
(Side 1 of 2) (Instructions and Information on Reverse)

**(COPY BOTH SIDES!)**

Massachusetts Department of Public Health  
Unprotected Exposure Form

An Unprotected Exposure Form should be completed for any prehospital emergency care worker (e.g. an EMT, firefighter, police officer, or corrections officer) who believes he/she may have had an unprotected exposure to a patient's blood or *other contaminated* body fluid(s) in the course of attending, assisting or transporting a person to a health care facility as part of his/her professional duties. It is the responsibility of each care provider to complete and file a form with the receiving facility.

If you believe you may have had an unprotected exposure, *you should seek immediate medical evaluation for possible prophylactic immunization and/or treatment, as indicated. You must provide the information on this form to the facility that received the patient from whom you received the exposure.* Ambulance *personnel* or other emergency care providers having an unprotected exposure must complete a form on arrival and leave it at the health care facility with the patient. Other individuals shall file their own forms with the receiving facility within 24 hours of the unprotected exposure.

The health care facility will review the information, which you provide and will determine if you have sustained an unprotected exposure as defined in DPH regulations. If the patient to whom you were exposed is diagnosed as having a bloodborne infectious disease dangerous to the public health, and if you sustained an unprotected exposure which, in the opinion of the health care facility, is capable of transmitting such a disease, the facility shall provide oral notification within forty-eight (48) hours of the diagnosis and written notification within seventy-two (72) hours of the diagnosis. This notice shall be given to the designated infection control officer for your agency who *must* be listed on the unprotected exposure form. Upon notification, the designated infection control officer shall notify you. The notice shall include the appropriate precautions and actions which you should take, the identity of the disease to which you were exposed, necessary precautions to prevent the transmission of the disease to others, and instructions to contact a physician for medical follow-up. **NOTE: The health care facility's determination that you have had an unprotected exposure does NOT necessarily indicate that you have contracted an infectious disease.** The report from the health care facility to the designated infection control officer to you is confidential and is governed by M.G. L. c.111, §111C and DPH regulations 105 CMR 170.000, 171.000 and 172.000.

*N.B. – Due to the time it may take to diagnose a patient with an infectious disease, or the possibility that a patient may never be diagnosed, and the time it may take to notify you of the exposure, the Department recommends that anyone who believes they have suffered an unprotected exposure, such as a needlestick with a bloody needle, should see a physician immediately. Certain prophylactic regimens should be started within hours of an unprotected exposure.*

**INSTRUCTIONS:**

PLEASE PRINT CLEARLY

- Complete all information on the form.
- Check all boxes that apply:
  - | the exposure route to you of a patient's blood or bodily fluid(s).
  - | the type of the patient's bodily fluid(s) to which you were exposed.
  - | **body substance isolation** precautions you used (even if they were breached).
  - | post incident cleaning you performed.
  - | if you checked any "Other" box(es), explain in the space(s) *provided*.
- In the blank narrative sections explain fully the exposure and any treatment you have obtained. Use additional blank sheets, if necessary, and staple *them* to the form. The more accurately you explain the circumstances, the easier it will be for the facility personnel to evaluate your exposure.
- EMT's must also leave a copy of the ambulance trip record at the receiving facility.
- Each EMT and other prehospital emergency medical health care *providers who have* sustained an unprotected exposure must file his/her own form. The form(s) shall be submitted to the receiving health care facility upon patient arrival or within 24 hours.
- Transportation or treatment of the patient(s) must not be delayed in order to complete the form(s).
- *Make a copy for your own records and/or for your designated infection control officer, in accordance with your employer's policies and procedures.*

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Grievance Number \_\_\_\_\_

**GRIEVANCE REPORT**

Date \_\_\_\_\_

Rank + Name \_\_\_\_\_

Company \_\_\_\_\_

Station # \_\_\_\_\_

Nature of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Settlement Desired \_\_\_\_\_  
\_\_\_\_\_

Employee's Signature \_\_\_\_\_

**GRIEVANCE PROCEDURE—FIRST STEP**

1. Date submitted \_\_\_\_\_ Station Steward \_\_\_\_\_

Answer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Board Official \_\_\_\_\_

Settlement satisfactory Yes \_\_\_\_\_ No \_\_\_\_\_

Date \_\_\_\_\_



**SECOND STEP**

2. Date submitted

Answer

Signature of Board Official

Settlement satisfactory Yes No

Date

Date submitted Arbitration

Name of Arbitrator

Decision of Arbitrator

Date

Signature of Company Official

Settlement satisfactory Yes No

Date