

COLLECTIVE BARGAINING AGREEMENT TOWN

OF LUDLOW

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THE LUDLOW LIBRARY TECHNICIANS NEW  
ENGLAND JOINT BOARD RWDSU/UFCW  
LOCAL566

JULY 1, 2024 TO JUNE 30, 2027

## TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	4
ARTICLE 2	RECOGNITION	4
ARTICLE 3	MANAGEMENT RIGHTS	4
ARTICLE 4	NEGOTIATION PROCEDURE	6
ARTICLE 5	ASSOCIATION DUES	7
ARTICLE 6	GRIEVANCE PROCEDURE	7
ARTICLE 7	REDUCTIONS IN FORCE	8
ARTICLE 8	VACANCIES AND PROMOTIONS	9
ARTICLE 9	HOURS OF WORK- OVERTIME	9
ARTICLE 10	VACATIONS	9
ARTICLE 11	HOLIDAYS	10
ARTICLE 12	LONGEVITY	11
ARTICLE 13	EDUCATION BONUS	12
ARTICLE 14	PERSONAL DAY/EMERGENCY, LEGAL OR BUSINESS DAY	12
ARTICLE 15	ABSENTEEISM BONUS PLAN	12
ARTICLE 16	LEAVES OF ABSENCE	13
ARTICLE 17	DISCIPLINE	15
ARTICLE 18	BULLETIN BOARD	15
ARTICLE 19	WORKERS' COMPENSATION	15
ARTICLE 20	INSURANCE, LIFE AND MEDICAL	16
ARTICLE 21	NO STRIKE/NO LOCKOUT CLAUSE	16
ARTICLE 22	CODE OF ETHICS	16

ARTICLE 23 DRUG TESTING	17
ARTICLE 24 PERFORMANCE EVALUATION	20
ARTICLE 25 WAGE SCHEDULE	20
ARTICLE 26 CONTINUOUS SERVICE	21
ARTICLE 27 SAVINGS CLAUSE	21

Pursuant to the provisions of Chapter 1 SOE, section 7 of the Massachusetts General Laws, this agreement is made this 6th day of September , 2024, by the Board of Selectmen of the Town of Ludlow (the "Town") and the New England Joint Board, RWDSU, as bargaining agent for Ludlow Library Technicians (the "Union"). The term of this agreement shall be from July 1, 2024 through June 30, 2027.

## **ARTICLE 1-PREAMBLE**

Recognizing that our prime purpose is to provide service of the highest possible quality to the Town of Ludlow, and that good morale within the Union is essential to the achievement of that purpose, we the undersigned parties to this agreement declare that:

- (a) Under the laws of Massachusetts, the Board of Selectmen elected by the citizens of Ludlow, has final responsibility for establishing the policies of the Town.
- (b) The Board of Selectmen (hereinafter referred to as the Selectmen) has the responsibility for carrying out the policies so established by the Town.
- (c) The Library staff of the Town has the responsibility for providing work and service of the highest possible quality.
- (d) Fulfillment of these respective responsibilities can be facilitated and supported by consultation between the Selectmen, respective boards and/or department heads in the formulation and application of policies relating to wages, hours, and other conditions of employment.
- (e) To give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE 2- RECOGNITION**

The Board of Selectmen recognize and certify the Union as the exclusive bargaining representative for all employees in the unit consisting of all full time Library Technicians and permanent part- time (working at least 20 hours per week) Library Technicians, if any.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Library and of the Library staff in all 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 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 Library and the staff of Library Technicians 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.

Unless an express, specific provision of this agreement clearly provides otherwise, the Town retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Library.

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

- to determine the mission, budget and policy of the Library;
- to determine the organization of the Library, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Library's operations are to be carried;
- to manage and direct employees of the Library;
- 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 Library 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.

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

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this agreement. However, where no specific provision of the agreement limits its ability to act, the Town may exercise its rights under this article without having such actions being subject to the grievance procedure.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this agreement. Accordingly, as to any such matter over which the agreement is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining agreement with its employees as the source of its rights and management prerogatives. This agreement does not purport to spell out the job responsibilities and obligations of the employees covered by this agreement. Job descriptions are not meant to be all-inclusive. The Town reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

#### **ARTICLE 4 - NEGOTIATION PROCEDURE**

.01. Any new agreement so negotiated will apply to all members, will be in writing and signed by the Selectmen and the Union.

.02. Except as this agreement shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this agreement to persons covered by this agreement, as established by the classification plan and the compensation plan in force on said date, shall continue to be applicable during the terms of this agreement.

.03. By mutual agreement, the parties to this agreement may, during the period of its existence, negotiate changes. However, neither party is under any obligation to do so, and the refusal of either party to do so shall not become the subject for unfair labor practices. However, if by mutual

agreement changes are negotiated, said changes shall be written, signed, and made an integral part of this agreement, and subject to all conditions and terms hereof. The Town may implement changes as the need arises. Notwithstanding the foregoing, the Association may request bargaining upon receipt of notice of a proposed change in or affecting a mandatory subject of bargaining, whereupon the Town agrees to negotiate so long as good faith negotiations proceed to impasse or agreement.

## **ARTICLE 5 - ASSOCIATION DUES**

.01. The Town agrees to deduct association dues in equal amounts from each pay period as determined by the Union in accordance with Union by-laws.

.02. Every member of the Union must file with the Town Treasurer an authorization form for said deductions.

.03. Members may withdraw from the Union at any time providing said member notifies the Union and the Town Treasurer in writing, at least sixty (60) days in advance of his/her withdrawal date.

.04. The Town shall make deductions required herein and shall remit the aggregated amount deducted to the Treasurer of the Union together with a list of all employees who have paid dues in accordance with paragraph .01 above. The remittance shall be made at least once per month.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

.01. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions of those problems which may arise from time to time and affect the conditions of employment of the Union covered by this agreement. The Selectmen and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, at the procedural level involved. Action of a grievance may be initiated by either the respective board and/or department heads, the Union or a member individually.

.02. A grievance shall mean a complaint of an actual or supposed violation of any of the provisions of this agreement. As used in this article, the term employee shall also mean a group of employees having the same grievance.

.03. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum; and every level may, however, be extended by mutual agreement.

Level One      The aggrieved employee shall discuss the grievance with her immediate supervisor.

Level Two      If not disposed of to the employee's satisfaction, the grievance shall then be presented in writing to the Board of Trustees of the Public Library. Said board shall meet with the aggrieved employee and representative(s) within ten (10) days of the date of the presentation of the written grievance to the chairperson of the Board of Trustees. Said Board will respond in writing in seven (7) days.

Level Three    If the grievance is not settled at level two, the employee may then present it to the Board of Selectmen. Such filing must be in the office of the Selectmen no later than seven (7) days. The Selectmen will meet with the aggrieved employee and representative(s) within two Selectmen's meeting dates to attempt to resolve the issue. The Board of Selectmen will respond in writing to the grievance within fifteen (15) days of having met with the aggrieved employee.

Level Four    In the event that the Union is not satisfied with the disposition of the grievance at level three, the Union may submit said grievance to the Board of Conciliation and Arbitration for disposition. The expenses (except counsel fees and any transcripts requested by either party) of such arbitration shall be borne equally by the parties. The award shall be in writing; shall set forth the rationale of the arbitrator, and, subject to law, shall be final and binding upon the Town, the Union and the aggrieved employee. The arbitrator shall have no authority to render a decision which adds to, subtracts from, or modifies this agreement, nor may he issue an award which is violative of law, nor may he usurp the powers of the Town granted by law.

#### **ARTICLE 7 - REDUCTIONS IN FORCE**

In exercising its right to reduce the work force, the Town agrees to evaluate such factors as ability, qualifications and job performance. Where factors of ability, job performance and qualifications are relatively equal, reductions shall be made in the following manner:

- (a)      If the number of hours worked are to be reduced, the reduction in hours will be made from the least senior employee by department and position.
- (b)      If personnel reductions are to be made, any part-time personnel will be laid off first, followed by the least senior full time person(s).
- (c)      Employees laid off will have recall rights for fifteen (15) months or a period of time equal to the laid off employee's service in the Library, whichever time is shorter, provided that the laid off employee will only be recalled to a position for which he/she is qualified.



## **ARTICLE 8 - VACANCIES AND PROMOTIONS**

.01. The Town agrees to post any vacancies of a promotional nature within the Library System. Applicants will be given a reasonable time to apply for such vacancies; in no case less than seven (7) days from the date of posting unless a bona fide emergency exists. While reserving the right to hire from within or without the system, the Town agrees that it will give consideration to the experience, training and education and other acquirements, such as past performance. If the hiring is from within, and all applicants are judged by the Town equal in the foregoing criteria, the most senior employee will be hired. An employee not selected will have the right to process a grievance if he/she feels the agreement selection criteria have not been observed.

.02. All appointments are subject to a nine month probationary period.

.3 A promotional position shall be defined as one which involves:

- (a) moving from a lower grade level to a higher grade level with increased responsibilities, or
- (b) moving from part time status to full time status.

## **ARTICLE 9 - HOURS OF WORK - OVERTIME**

.01. The Town reserves the right to establish starting and stopping times of work for its employees. To the extent reasonably possible, such times will be consistent with prior practice. It is understood, however, that fiscal concerns may dictate alterations of such times to suit circumstances to meet the needs of the public and to comply with budgetary restraints.

.02. It is agreed that all hours in excess of forty (40) worked in one work week shall be compensated at the rate of time-and-one-half the employee's hourly rate.

.03. In the event an employee is called in to work outside of the employee's scheduled work shift for emergency purposes, such as a fire or burglar alarm, the employee shall be paid at time and one-half the employee's regular rate, with a two hour minimum, except for Sundays, on which there shall be a three hour minimum. The Library Director shall have the complete discretion and authority to determine whether an employee shall be called in and which employee shall be called in.

## **ARTICLE 10-VACATIONS**

Subject to the restraint that no two employees may be on vacation at the same time, the Town agrees that employees shall be granted paid vacation annually on the following basis:

Six months but less than one year continuous service	1 week vacation
One year but less than five years continuous service	2 weeks vacation
Five years but less than ten years continuous service	3 weeks vacation
Ten years or more but less than twenty years continuous service	4 weeks vacation
Twenty years or more of continuous service	5 weeks vacation.

Vacations must be taken in the year in which they are due and shall not accumulate from year to year, provided, however, that an employee may, with the prior approval of the department head, carry-over not more than five vacation days for a period not to exceed ninety days.

## **ARTICLE 11 - HOLIDAYS**

.01. Full time Library Technicians will receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
July 4th (Independence 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 the department head to work said day. An employee required to work the day after Thanksgiving will be provided another floating holiday, which must be utilized within the ninety day period following Thanksgiving, at a time agreeable to the department head.

.02. Part-time technicians will be granted a paid holiday at their part-time pay rate if the holiday falls on their regularly scheduled day of work.

.03. If any of said holidays fall on Saturday, it will be observed on the Friday immediately preceding. If any of said holidays falls on a Sunday, it will be observed on the Monday immediately following.

.04. Except in an emergency or when Christmas falls on a Sunday, employees will be released after completing one-half day of work on the day before Christmas.

.05. If a Library Technician is required to work on any of the following holidays, said Technician will be compensated at the rate of double his/her regular rate:

New Year's Day  
Memorial Day  
July 4th (Independence Day)

Labor Day  
Thanksgiving Day  
Christmas Day

.06. No holiday pay will be allowed 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 unless the employee has been on sick leave three (3) days prior to the holiday or two (2) working days after the holiday.

.07. An employee shall be credited with an additional day of paid vacation when a listed holiday falls during his/her vacation leave.

.08. If New Year's Eve falls on an evening that the library is open until 8:00 p.m., employees will be released no later than 5:00 p.m., but they must complete their normally scheduled number of hours of work that day.

.09. When Christmas occurs on a Sunday, and at the discretion of the Director, the Library may be closed on Saturday, provided, however, that employees are required to make up their Saturday work hours either the preceding or following work week or by using accrued vacation or personal leave.

## ARTICLE 12 - LONGEVITY

Longevity shall be paid to all full-time employees who qualify as follows: service to the Town must be continuous, except that sick leave, pregnancy and military leave shall not disqualify the employee. Longevity shall be computed 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) continuous years in pay status	\$250.00
After ten (10) continuous years in pay status	\$500.00
After fifteen (15) continuous years in pay status	\$750.00
After twenty (20) continuous years in pay status	\$1,000.00
After twenty-five (25) continuous years in pay status	\$1,500.00

Permanent part-time employees (if any) 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:

Employee working 30 to 34 hours	\$100.00
Employee working 25 to 30 hours	\$75.00
Employee working 20 to 25 hours	\$50.00

Part-time eligibility date commences with the date that said employee started to work the twenty 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 13 - EDUCATION BONUS**

An educational incentive bonus of \$750.00 shall be paid to full-time employees who have earned a Masters of Library Science degree; payment to be made within one month of the employee's anniversary date. Full-time employees who were hired to work full-time as of May 1, 2004, shall be paid a one-time non-recurring bonus of \$250.00 for subsequently obtaining a Bachelor's Degree.

### **ARTICLE 14-PERSONAL DAY/EMERGENCY, LEGAL OR BUSINESS DAY**

Regular full time (and permanent part-time employees, if any, working twenty (20) hours per week or more) shall be granted twenty-four (24) hours of personal leave with pay for a year. Emergency day shall not require prior notice, but for all other purposes fourteen working days prior notice must be given, and taken at a time which will cause the least inconvenience to the department. Such leave shall not be cumulative. Notwithstanding the above, a newly hired employee shall work continuously for six months before being entitled to one personal day, and continuously for one year before being entitled to three personal days. Personal leave may be taken in increments of not less than one (1) hour.

### **ARTICLE 15 - ABSENTEEISM BONUS PLAN**

Regular full time and permanent part time employees working twenty (20) hours per week or more who have 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/her supervisor; or

The employee will elect his/her choice of option within ten (10) work days after completing his/her one hundred twenty (120) consecutive calendar days of employment and will do so in writing to his/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.

## ARTICLE 16 - LEAVES OF ABSENCE

Leaves of absence shall be granted Library Technicians in the Town of Ludlow under conditions hereinafter as set forth in this article. Leaves of absence not specifically covered by this article shall be subject to discretionary approval by the respective boards and/or department heads.

### 1. Medical Leave.

Employees in the Town of Ludlow shall be granted medical leave under conditions hereinafter specified.

(a) Leaves shall be granted for illness or disability from whatever cause other than pregnancy which is covered by the maternity leave provision of this agreement.

(b) Regular full time employees shall earn the right to full pay for sick leave at the rate of one and one-quarter (1 1/4) days of sick leave per month. Unused sick leave may accumulate up to a 185 day limit.

Accumulated sick leave shall be computed using December 31, 1966 as the starting date. Certification of personal illness may be required at the discretion of the department head. 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/her physician, if an employee is absent for any three consecutive working days or five cumulative working days in a calendar month, he/she will not be credited with his/her sick leave allowance for that month.

(c) Permanent part time Library Technicians shall earn the right to full pay for sick leave at the rate of .0575 of qualified hours in pay status and credited to the nearest quarter hour. Unused sick leave may accumulate to one hundred and fifty (150) days. Certification of personal illness may be required at the discretion of the department head. Sick leave benefit will only be earned on those weeks where the employee was in pay status for at least twenty (20) hours.

(d) Permanent part time employees who become full time employees shall earn the right to full pay for sick leave at the same rate as the full time employees without being subjected to a second waiting period.

(e) Medical leaves of absence may be granted for personal illness or disability if approved by the department head. Compensation for such approved leave of absence shall be determined from the accrued sick leave time.

(f) Employees who leave the service of the Town or whose services are terminated for any reason shall not be compensated for any unused sick leave granted.

(g) The department head shall keep a permanent record of all sick leaves

(h) When an employee is initially hired, he/she shall not be credited with sick leave until he/she has been employed for one (1) month.

(i) Upon death or retirement, the Town shall pay the employee (or his/her estate or legal representative) twenty (\$20.00) dollars for each day of unused accumulated sick leave to a maximum of 100 days, or not more than two thousand (\$2,000.00) dollars.

#### .02. Maternity Leave

Employees shall be granted maternity leave in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 1050.

#### .03. Family Leave

Employees absent because of industrial accidents shall be entitled to convert any unused vacation credit and sick leave credit to make up the difference in what is allowed under workers' compensation and the employee's regular weekly salary or wages. Sick leave shall be granted for sickness or injury and for absence on account of quarantine in the immediate family, if living within the same dwelling. "Immediate Family" defined - father, mother, spouse, son, daughter, sister, brother, mother-in-law, and father-in-law.

#### .04. Bereavement Leave

An employee may take paid bereavement leave for the purpose of arranging for and attending the funeral of the employee's immediate family in accordance with this policy. If the family member was a parent, spouse, child, sibling, grandparent, grandchild, mother-in-law or father-in-law, then regular full-time employees may take up to five (5) days leave, and regular part-time employees may take up to three (3) days leave, provided that such days are the employee's regular working days. If the death in the employee's family was that of a brother-in-law, sister-in-law, uncle or aunt, or niece or nephew, then regular full-time employees may take up to three (3) days leave and regular part-time employees may take up to one (1) day of leave, provided that such day(s) are the employee's regular working day.

The Town reserves the right to request documentation substantiating the use of bereavement leave.

#### .05. Jury Duty.

An employee required to serve as a grand or traverse juror in a federal court or in the courts of the Commonwealth of Massachusetts, shall be granted leave for the duration of such service and shall receive from the Town the difference between his/her regular salary and the compensation received as a juror, exclusive of any travel or other allowances.

.06. Educational Leaves.

Such leaves may be granted provided the normal operation of the Library will not be affected thereby.

.07. Special Leave.

Employees may, subject to board and/or department head approval, be granted special leaves of absence not to exceed sixty (60) days, for reasons of personal convenience or accommodations under conditions hereinafter specified.

- (a) Such a request for leave will be in writing to the respective board and/or Department Head.
- (b) In making such a request, at least fifteen (15) days must be allowed before such anticipated leave.
- (c) There will be no accrual of benefits while on special leave.

.08. Family Medical Leave Act

The parties recognize the applicability of the Federal Family Medical Leave Act.

**ARTICLE 17-DISCIPLINE**

The disciplinary of the Town's Personnel Policy Manual are incorporated herein and made a part of this Agreement.

**ARTICLE 18 - BULLETIN BOARD**

The Town agrees to provide a bulletin board for the use of Union business. This bulletin board will not be placed so as to be visible to the public and may not display defamatory material. Wherever said bulletin board is placed, non-Union personnel may not be excluded from said area.

**ARTICLE 19 - WORKERS' COMPENSATION**

.01. An employee, when disabled by an accident or injury arising from his/her employment, is entitled to file for benefits under Workers' Compensation.

.02. Any injury must be immediately reported to the supervisor.

.03. The report of injury shall be completed in triplicate and one copy shall be retained in the employee's personnel file and one copy forwarded to the Workers' Compensation agent as soon as practicable.

.04. Combining Workers' Compensation with sick leave or vacation:

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

.05. Reporting Injuries - Any injuries sustained in the line of duty must be reported, if the employee is physically able, to his/her 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.

## **ARTICLE 20 - INSURANCE, LIFE AND MEDICAL**

.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. The Town of Ludlow shall contribute 75% of the cost of the premium for any other group health insurance plan (e.g., HMO, POS, PPO) that it provides to Town employees, and the employee shall contribute the remaining 25%. The change to a 75/25 split on such premiums shall not take place until at least one other bargaining unit in the Town agrees to the same change, nor prior to July 1, 2009.

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.

.02. All insurance payments shall be deducted from the employee's pay in equal installments based on the employee's regular pay periods.

## **ARTICLE 21 - NO STRIKE/NO LOCKOUT CLAUSE**

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 22 - CODE OF ETHICS**

The parties hereto agree that a code of ethics is an important part of daily operations, therefore, they agree to subscribe to the following principles:

- (a) Library employees must provide the highest level of service through appropriate and usefully organized collections, fair and equitable circulation and service



policies, and skillful, accurate, unbiased, and courteous responses to all requests for assistance.

- (b) Library employees must resist all efforts by groups or individuals to censor Library materials.
- (c) Library employees must protect each user's right to privacy with respect to information sought or received, and materials consulted, borrowed, or acquired.
- (d) Library employees must adhere to the principles of due process and equality of opportunity in peer relationships and personnel actions.
- (e) Library employees must distinguish clearly in their actions and statements between their personal philosophies and attitudes and those of an institution or professional body.
- (f) Library employees must avoid situations in which personal interests might be served or financial benefits gained at expense of Library users, colleagues, or the employing institution.
- (g) Library employees agree that appropriate dress and appearance are essential to the role.
- (h) Library employees agree that the appropriate forum for resolving grievances or disputed personnel matters is through the vehicle of this agreement. Therefore, no efforts will be made to air or resolve such matters by way of public discussion or petition.
- (i) Library employees agree that there is a chain of supervision which may not be bypassed except as provided for in this agreement.

#### **ARTICLE 23 - DRUG TESTING**

A. Probationary Employees. Employees may be tested once during the probationary period at such times as may be determined by management.

B. Absence from Duty. An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first fourteen (14) calendar days after his/her return to active duty.

C. Serious Incidents. An employee involved in an incident on the job, which is serious, life threatening, or involves serious bodily injury may be tested once after the incident if a test is approved by the Review Committee. In deciding whether to approve the test, the Committee will base its decision on all of the circumstances.

D. Reasonable Suspicion. An employee may be tested once after a determination by the Review Committee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

E. Review Committee. A Review Committee shall be established for the duration of this Agreement, to be composed of an individual selected by the Town, one by the Union and a third member (to be named by the parties). The Committee will review requests from the employer for testing pursuant to the provisions of this agreement for Serious Incidents and Reasonable Suspicion. The review will be completed within twenty-four (24) hours. The Committee's determination shall be final and not subject to the grievance and arbitration procedure.

F. Procedures.

1. Hair samples (urine samples where appropriate, or blood samples when requested by the employee) will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal Express.
2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. Technicians performing the tests must be available for testifying regarding test results, if required. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated.
3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with tester.

4. Test results will be made available to the employee as soon as they are made known to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it,

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by a testing officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.
6. The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the place of work.
7. The Town will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

G. Prohibited Conduct.

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

H. Impairment by Prescription Medicine. An employee shall notify the department head when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the department head of the known side effects of such medication and the prescribed period of use. The department head shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee

may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave where appropriate or may be placed on unpaid leave of absence if sick leave is not available.

## **ARTICLE 24- PERFORMANCE EVALUATION**

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. The employee will be provided with seven days prior notice of the performance evaluation meeting with the Library Director and will have the right to have a Union representative present. The first time the performance evaluation meeting is conducted with an employee, either the Human Resource Manager or a member of the Board of Library Trustees will be present. An employee will promptly provide their written comments or responses to their performance evaluation.

## **ARTICLE 25- WAGE SCHEDULE**

Library - Schedule VI			effective July 1, 2024					FY25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
L-1	19.5383	20.3975	21.0095	21.7511	22.5044	23.1871	23.5048	23.9749
L-2	21.0331	22.0336	23.0223	24.0227	25.0114	26.0472	27.0005	27.5406
L-3	25.5293	26.4944	27.4831	28.4835	29.4722	30.3197	31.6850	32.3186

Library - Schedule VI			effective July 1, 2025					FY26
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
L-1	20.1244	21.0094	21.6398	22.4036	23.1795	23.8827	24.2099	24.6941
L-2	21.6641	22.6946	23.7130	24.7434	25.7617	26.8286	27.8105	28.3668
L-3	26.2952	27.2892	28.3076	29.3380	30.3564	31.2292	32.6355	33.2882

Library - Schedule VI			effective July 1, 2026					FY27
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
L-1	20.7282	21.6397	22.2890	23.0757	23.8749	24.5992	24.9362	25.4350
L-2	22.3140	23.3754	24.4244	25.4857	26.5346	27.6335	28.6448	29.2178
L-3	27.0840	28.1079	29.1568	30.2182	31.2671	32.1661	33.6146	34.2868

- (a) Employees may progress through the steps at intervals of twelve months or longer and shall be spaced at twelve month intervals based upon the employee's anniversary date of employment. Step increases are based upon merit and must be recommended by the department head and approved by the Human Resources Department.

- (b) Direct Deposit. 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.
- (c) Working Out of Grade. An employee who is directed by the Director or, in his or her absence, the Town Administrator or Board of Trustees, to fill in for the Director shall receive \$20.00 per day additional compensation starting the second consecutive day of filling in for the Director, retroactive to the beginning of the first day.
- (d) Biweekly payment of wages may be implemented by the Town upon ninety (90) days prior written notice to the Union.
- (e) Wages shall be increased 3% on July 1, 2024; 3% on July 1, 2025; and 3% on July 1, 2026.

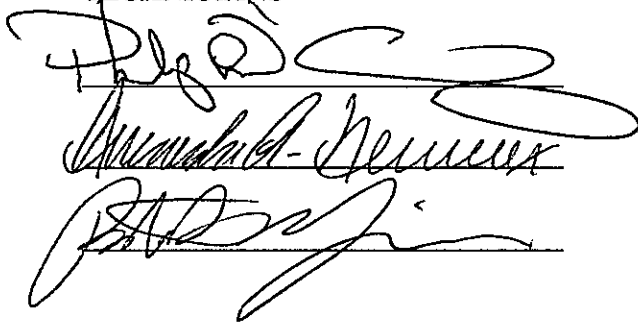
#### ARTICLE 26 - CONTINUOUS SERVICE

- For purposes of calculating continuous service for full-time employees under Article 10 (Vacations) and Article 12 (Longevity), each one year of part-time service with the Town shall count as six months of full-time service, provided that such part-time service was regularly scheduled for at least ten hours per week and is continuous with the employee's full-time service with the Town.

#### ARTICLE 27 - SAVINGS CLAUSE

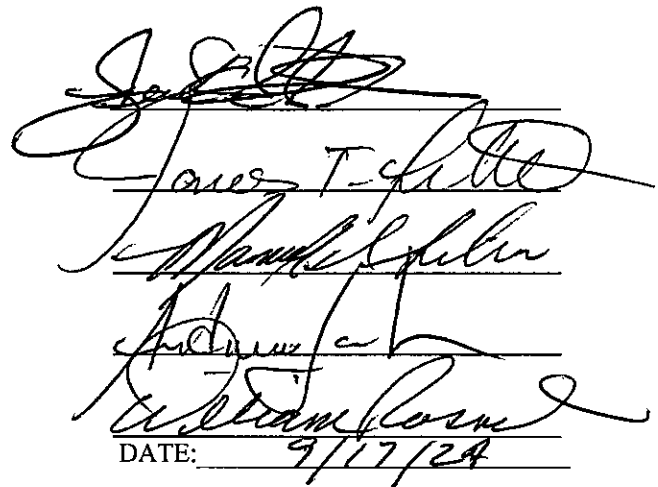
Should any provision of this agreement be found to be in violation of any federal or state law, by final decree of a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect.

FOR THE LUDLOW LIBRARY  
TECHNICIANS



DATE: 9/16/2024

FOR THE TOWN OF LUDLOW



DATE: 9/17/24