

AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
INTERNATIONAL BROTHERHOOD OF POLICE  
OFFICERS, POLICE SUPERVISORS,  
LOCAL 487  
JULY 1, 2019 through JUNE 30, 2022

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AND  
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**PREAMBLE**

This Agreement made by and between the Town of Ludlow, Massachusetts, hereinafter called the "Employer" and the Ludlow Police Supervisors Union, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning terms of this Agreement and to set forth herein the basic Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

**ARTICLE 1 – RECOGNITION**

.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours, and other conditions of employment for all supervisory personnel holding the rank of Sergeant and Lieutenant in the Police Department, Town of Ludlow, Massachusetts.

**ARTICLE 2 – UNION DUES**

.01 The Employer agrees to deduct the weekly membership dues in such amounts as determined by the Union from the wages of each employee who is a member of the Union and who has executed and submitted to the Employer an authorization form (a copy of which is herewith attached – see Addendum A1) for such deduction to the Town Treasurer subject to the approval of the Town Treasurer.

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

**ARTICLE 3 – NON-DISCRIMINATION**

.01 The Employer shall not discharge or discriminate against any employee with respect to promotion, assignment or any other matter because of race, creed, color, age, Union membership or Union activities and all employees covered by the terms of this Agreement shall receive equal and full protection hereunder.

- .02 Neither the Employer nor its agents nor any supervisory personnel shall discriminate against or discharge any employee because he or she has filed or processed any grievance under this Agreement or instituted any proceeding under any state or federal statute relating to wages, hours, or other working conditions.
- .03 In accordance with the applicable federal and state laws, the Town and the Union agree not to discriminate against any employee covered by this Agreement on the basis of age, sex, race, religion, color, creed, physical handicap or national origin.
- .04 The Union agrees it will not discriminate against employees covered by this Agreement due to non-membership in the Union.

#### **ARTICLE 4 – DISCIPLINARY ACTION**

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

#### **ARTICLE 5 – PAY STATUS PROVISION**

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

#### **ARTICLE 6 – VACATIONS**

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

- (e) Twenty-five (25) years of service or more in pay status allowed thirty-five (35) days' vacation
- .02 Vacations shall be granted by rank and time in grade by shift. A separate list shall be maintained for the Patrol Officers to cover the entire vacation period. Vacations will be granted using the employee's anniversary date of employment.

**ARTICLE 7 – LONGEVITY**

- .01 Employees covered by this Agreement shall receive longevity benefits at the rate below:
  - (a) After five (5) years employment in pay status \$200.00
  - (b) After ten (10) years employment in pay status \$300.00
  - (c) After fifteen (15) years employment in pay status \$750.00
  - (d) After twenty (20) years employment in pay status \$1200.00
  - (e) After twenty-five (25) years employment in pay status \$1500.00
  - (f) After twenty-six (26) years of employment in pay status \$1600.00
  - (g) After twenty-seven (27) years of employment in pay status \$1700.00
  - (h) After twenty-eight (28) years of employment in pay status \$1800.00
  - (i) After twenty-nine (29) years of employment in pay status \$1900.00
  - (j) After thirty (30) years of employment in pay status \$2000.00
  - (k) After thirty-one (31) years of employment in pay status \$2100.00
  - (l) After thirty-two (32) years of employment in pay status \$2200.00
- .02 Longevity is to be earned using the employee's anniversary date as the date for computing length of service, and payment shall be made within thirty (30) days of that date.

**ARTICLE 8 – OVERTIME & CALL-IN PAY**

- .01 All assigned, authorized or approved service outside of an employee's regularly scheduled tour of duty (other than off-duty paying police details) including service on an employee's scheduled day off, or during his or her vacation, shall be deemed

overtime service; and employees shall be compensated, therefore, at the rate of time and one-half their straight time hourly rate of pay.

- .02 Notwithstanding any provision of Paragraph 1 to the contrary, employees shall not be paid overtime for the following:
  - a) Except as otherwise provided herein, the first fifteen (15) minutes of service before and after the normal time of an employee's scheduled tour of duty shall not be deemed compensable service.
  - b) If an employee works more than fifteen (15) minutes beyond the normal quitting time of this tour of duty, he or she shall be deemed to have performed overtime service for such actual time worked beyond his or her normal quitting time and shall be compensated, therefore, at his or her overtime rate of pay.
- .03 If an employee who has left his or her place of employment or last duty assignment, after having completed work on his or her regular tour of duty, is recalled to duty and he or she reports for such duty, or if an employee is so recalled on a scheduled day off, or during his or her vacation, he or she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime pay at his or her overtime rate of pay. When an employee is called in early to work prior to the normal starting time of his or her scheduled tour of duty and works continuously from the time he or she reports to his or her normal scheduled tour of duty, such employee shall receive overtime pay for the actual time worked prior to the commencement of such tour.
- .04 Overtime service shall not include an out-of-turn tour of duty which is substituted for a regularly scheduled tour of duty.
- .05 Overtime service shall not include swapped tours of duty between individual employees by their mutual agreement.
- .06 Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted to employees as soon as practicable after the week in which such overtime service is performed.
- .07 All assigned, authorized or approved services outside of an employee's regularly scheduled tour of duty, including service on an employee's regular time off or during his or her vacation, when tendered to a department of that employer other than the Police Department, shall be performed at the time rates as that established for "Outside Details" as provided for in Article 8 of this Agreement.
- .08 For work at polling places in connection with elections, employees shall be paid time and one-half of regular rate of pay.

- .09 Payment systems while working out of area for department on police business as ordered by the Chief or his or her designee:
- a) When schedule to work:
    - 8 hrs. @ regular time
    - 8 hrs. @ time and one-half
    - 8 hrs. non-paid
  - b) When not scheduled to work:
    - 8 hrs. @ time and one-half
    - 8 hrs. @ time and one-half off (no money)
    - 8 hrs. non-paid
- .10 All members of the Union shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any Union member who declines to work overtime on a voluntary basis. Union members shall have the option of declining overtime; but in the event that sufficient personnel do not accept such offered overtime, on a voluntary basis, or in the event that time does not permit substitution of volunteers, such additional personnel as are deemed necessary by the Chief of Police shall be required to work overtime on an assigned basis. Overtime shall be distributed to all Union members on an equitable and fair basis, including duty at polling places on primary and election days.
- .11 Employees shall have the option to accrue compensatory time off in lieu of overtime pay as follows:
- (a) one and one-half hours of compensatory time shall accrue for each hour of compensable overtime worked;
  - (b) total compensatory time accrual shall not exceed 80 hours;
  - (c) requests for compensatory time off requires the approval of the Chief or the Chief's designee. Approval shall not unreasonably be denied. Compensatory time will be denied if it causes overtime, except at the discretion of the Chief or the Chief's designee. The Chief will meet with the two Union Presidents to discuss the limiting of overtime pay or compensatory time within a month of wanting to change the employee's ability to choose overtime or compensatory time.

## **ARTICLE 9 – MANAGEMENT RIGHTS**

- .01 Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, not is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours of work and lunch or break periods; hire, suspend, demote, discipline or discharge, transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations;



establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

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

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

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

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

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

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

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

#### **ARTICLE 10 – PAST PRACTICE PROVISION**

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

#### **ARTICLE 11 – GRIEVANCE PROCEDURES & ARBITRATION**

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

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

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

in charge receiving the grievance be the officer involved in the grievance.

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

STEP 4 In the event that the grievance remains unresolved, the Union shall so notify the Police Commission in writing that it intends to submit the grievance to arbitration. Such notice shall be served within eight (8) calendar days after receipt of the decision. The arbitration of any grievance under this Agreement shall be before an arbitrator to be appointed by the American Arbitration Association and in accordance with its rules and shall be held in the Town of Ludlow. The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he or she shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall, however, specifically set out in writing why he or she has no power to rule. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The expenses of such arbitration proceedings shall be borne equally by the parties hereto.

.02 The award of the arbitrator shall be in writing and shall state his or her findings of facts, reasoning and conclusion. The award shall be final and binding upon the Union, the Employer and the grievant provided however, that nothing contained herein shall be construed to forbid either party from petitioning a court for relief from or to enforce rights under any arbitration award.

.03 No dispute or grievance which is subject to the jurisdiction of the Retirement Board or other tribunal established by law shall be arbitrable under any section of this Agreement. The Union Representative and the grievant may attend any meeting or hearing provided herein. The Union may be represented by a grievance committee of not more than three (3) individuals to be designated by the Union's executive board. Both the Union and the grievant shall have the right to be represented by counsel during the entire grievance procedure. The grievant and not more than one member of the Union's grievance committee shall suffer no loss of wages or benefits for the time spent during their regular hours in attendance upon the Step 3 or Step 4 meetings and hearings.

## ARTICLE 12 – CAREER INCENTIVE PAY PROGRAM

.01 The employees shall receive compensation under the Incentive Pay Program of the General Laws, Chapter 41, Section 108L, which reads in part: There is hereby established a career incentive pay program offering base salary increases to regular full-time members of the Ludlow Police Department as a reward for furthering their education in the field of police work.

.02 Salary increases shall be predicated on the accumulation of points earned in the following manner:

One (1) point for each semester hour credit earned toward a Baccalaureate or an Associate Degree

Sixty points for an Associate Degree

One hundred and twenty points for a Baccalaureate Degree

One hundred and fifty points for a Degree of Master or for a Degree in Law

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

A 3% increase for ten points so accumulated

A 6% increase for twenty-five points

A 10% increase for forty points

A 15% increase for sixty points

A 20% increase for one-hundred twenty points

A 30% increase for one-hundred fifty points

The amount of points shall be filed on or before September 1 of each year and the salary increases shall be certified by the Board of Higher Education.

.04 Notwithstanding anything to the contrary in the Collective Bargaining Agreement, the Town agrees that it shall fully fund educational benefits under M.G.L. c. 41, § 108L (the so-called Quinn Bill) for currently eligible employees, even if the Commonwealth of Massachusetts fails to reimburse the Town for one-half the cost thereof or repeals said statute.

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

Obtaining an Associate's Degree in Criminal Justice – 5%

Obtaining a Baccalaureate Degree in Criminal Justice, Sociology, Psychology, or Business Management – 10%

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

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

#### **ARTICLE 13 – SICK LEAVE & PERSONAL LEAVE**

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

#### **ARTICLE 14 – ABSENTEEISM BONUS PLAN**

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

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

which case, the personal days may be used during the following fiscal year.

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

## **ARTICLE 15 – HOLIDAYS**

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

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

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

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

## **ARTICLE 16 – COURT TIME**

- .01 Any employee covered by this Agreement who attends any court hearing or proceeding shall be guaranteed a minimum of four (4) hours pay.
- .02 All off-duty court time shall be reimbursed at the rate of time and one-half pay or time and one-half off at the discretion of the Department Head. The Chief shall have the authority to direct an Officer to take particular time off to draw down on that Officer's accrued court time off in excess of seventy-two (72) hours. Accrued court time off of seventy-two (72) hours or less shall be taken off at the request of

the Officer and the approval of the Chief. The Chief retains the discretion to pay off (buy back) any or all of an Officer's accrued court time off.

## **ARTICLE 17 – RIGHT TO STRIKE – UNION ACTIVITIES**

- .01 All lawful Union activities are protected hereunder. Notwithstanding any provision herein contained, nothing shall be construed to abridge the right of any authorized representative of the Union to communicate with the citizens of the community on issues which affect the welfare of Union members but not including official police or public security matters.
- .02 Both the Union and the Employer recognize and acknowledge that it is unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slow-down or withholding of services, and it is agreed that neither the Union nor any employee covered by the terms of this Agreement shall engage in any such act or activities.
- .03 The Union agrees that neither it nor any of its Officers or agents will directly or indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work stoppage, slow-down or withholding of services.
- .04 In consideration of the performance by the Union of its obligations herein, there shall be no liability on the part of the Union or its Officers or agents for any damages resulting from an unauthorized breach of the agreements contained in this Article by individual members of the Union.

## **ARTICLE 18 – OUTSIDE DETAILS**

- .01 The provisions of the article shall govern the assignment of outside paid police details to the employees covered by this Agreement when such work is to be paid for by another Town Department an outside individual, group, corporation, or organization.

- a) **Command Supervisor Detail Rate** – For any private security detail that involves the assignment of four (4) or more Officers, a supervisor will be assigned as the detail supervisor for proper command and control of the security detail. The supervisor of the security detail will be compensated at time and one-half of the P-3 (top step) rate, to be paid by the private contractor.

Employees performing such outside details shall be guaranteed a minimum of four (4) hours work at applicable rate. A minimum of two (2) officers shall be assigned where liquor is sold.

For any private traffic detail that involves the assignment of four (4) or more Officers, and at the discretion of the Chief of Police or Command Staff, a supervisor will be assigned as the detail supervisor for proper command and

control. The supervisor of the traffic detail will be compensated at time and one-half of the P-3 (top step) rate, to be paid by the private contractor.

Supervisors will not work beyond nine (9) hours as a security detail supervisor or a traffic detail supervisor without the approval of the Chief.

- .02 The provisions of this Article shall govern the assignment of outside paid details to the employees covered by this Agreement when such work is to be paid for by another city or Town department (including assignment to the polls and elections), an outside individual, group, corporation or organization.
- .03 Such assignments shall be made by the Chief of Police or his designated representative, on a voluntary basis to off-duty Police Officers, and shall be distributed among the members of the bargaining unit as equitably as possible. The Chief of Police shall maintain a record of such assignments, which may be examined by a representative of the Union at reasonable times and upon reasonable notice.
- .04 In the event an off-duty paid detail extends beyond four (4) hours, the officer will receive six (6) hours pay. In the event an off-duty paid detail extends beyond six (6) hours, the officer will receive eight (8) hours pay. In the event an off-duty paid police detail extends beyond eight (8) hours for one (1) Officer, the rate of time and one-half (overtime) shall be paid for work extending beyond the eight (8) consecutive hours worked.
- .05 If an employee is not notified two (2) hours before a cancellation of an outside paid police detail, a minimum of four (4) hours of prevailing rate shall be paid to such employee.
- .06 In the event an employee reports to an outside paid police assignment and said assignment is cancelled, said employee shall be paid a minimum of four (4) hours at the prevailing rate.
- .07 All regular Police Officers shall be contacted first. However, in the event no regular Police Officer covered by this Agreement is available for outside paid police detail, the reserves shall be called before the specials, auxiliary or constables.
- .08 Two (2) Officers shall be assigned to outside paid police detail where alcoholic beverages are served.
- .09 The detail rate will be one and one-half times the top Sergeant regular hourly rate per hour and shall be for a four (4) hours minimum. The rates for Christmas Eve (6:00 pm to midnight), Christmas Day, New Year's Eve (6:00 pm to midnight) and New Year's Day shall be paid at two (2) times the detail rate with a four (4) hour minimum guarantee. All details Saturday, Sunday and holidays not specified above are to be paid at one and one-half (1½) times detail rates except those



details paid via Police Department budget or non-profit organizations which primarily benefit the citizens of Ludlow.

## **ARTICLE 19 – BEREAVEMENT LEAVE**

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

## **ARTICLE 20 – INSURANCE BENEFITS**

- .01 The Town shall contribute 50% of the cost of the premium for an indemnity plan for group health insurance, if any, that it may provide for eligible Town employees, and the employee shall contribute the remaining 50%. The Town shall contribute 78% of the cost of the premium for any non-indemnity group health insurance plan that it provides for eligible Town employees, and the employee shall contribute the remaining 22%, provided however, that this change in percentage contribution rates for non-indemnity plans shall not take effect until it is implemented for at least two other bargaining units in the Town. Upon implementation of this change in contribution rates (i.e., from the current 81/19% Town/employee contribution split to 78/22%) there shall be a one percent (1%) increase in base pay.
- .02 The Union agrees to reopen the Agreement for negotiations on health insurance changes each fiscal year upon the request for the Town with thirty (30) days prior written notice.

## **ARTICLE 21 – CLOTHING ALLOWANCE**

- .01 The Employer shall provide a clothing allowance in the amount of one thousand four hundred dollars (\$1400.00) for each member of the bargaining unit for the

purchase of suitable uniforms paid out once a year in January to the union member.

- .02 Replacement for clothing and police-issued equipment torn or lost in the performance of an Officer's duty will be made with the approval of the Chief.

## **ARTICLE 22 – HOURS OF WORK**

- .01 The members of the Police Department under Schedule IV, P-1, P-2, and P-3 shall be scheduled to work a rotation of 2 days off following every 4 days work effective October 1, 1974; provided that service in excess of the aforesaid days and hours may be authorized by the Police Commissioners, Chief or head of the Police Department of the Town of Ludlow and Officer performing such service shall be compensated at an hourly rate equal to one and one-half times the hourly rate for work performed over 40 hours in any one work week or such higher rate as may be determined by the person or persons authorized to establish pay scales in the respective Police Department. For the purpose of determining an hourly rate for P-1, P-2, and P-3 Police Classification the weekly salary in Schedule IV of the Pay Plan shall be considered as based on 40 hours. A day shall be considered as consisting of eight hours. The regular work week shall commence at 12:01 a.m. on Sunday and end at 11:59 p.m. on Saturday.

- .02 The regular hours of work for the uniform supervisors are as follows:

First Shift	8:00 a.m. to 4:00 p.m.
Second Shift	4:00 p.m. to 12 midnight
Third Shift	12 midnight to 8:00 a.m.

- .03 If there are two uniformed supervisors assigned to the same shift, one of the assigned sergeants, by seniority, may adjust their schedule to the alternate assigned uniformed supervisor hours:

First Shift	7:00 a.m. to 3:00 p.m.
Second Shift	3:00 p.m. to 11:00 p.m.
Third Shift	11:00 p.m. to 7:00 a.m.

All shift assignments are at the discretion of the Chief of Police.

- .04 Each employee shall be allowed one-half ( $\frac{1}{2}$ ) hour for a meal during each tour of duty. The meal period shall be scheduled as near as possible to the regular meal time during that tour of duty.
- .05 Notwithstanding the provisions of Section 1 through Section 3 of this Article, if, in the opinion of the Chief, an emergency exists or the needs of the public safety so require, employees may be required to perform services at times other than and/or

in addition to the hours specified herein. Compensation for such additional work shall be paid in accordance with Article 6.

#### **ARTICLE 23 – REVOLVING FUND**

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

#### **ARTICLE 24 – GUN PERMITS**

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

#### **ARTICLE 25 – TRAINING & EMERGENCY MEDICAL TECHNICIAN PAY**

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

#### **ARTICLE 26 – INCREMENTS IN GRADE**

- .01 There shall be two steps for Sergeants: Step 1 shall be 125% of Step 3 Patrol; Step 2 shall be 125% of Step 6 Patrol.

There shall be two steps for Lieutenants: Step 1 shall be 122% of Step 1 Sergeant; Step 2 shall be 122% of Step 2 Sergeant.

Step 2 shall be obtained one year after commencement of Step 1.

- .02 Time served by an officer in a higher position pursuant to provisional promotion authorized under the Civil Service Law shall be counted when calculating that officer's step increase after permanent promotion to such higher position, provided,

however, that any break in service between termination of the provisional promotion and commencement of the permanent promotion is not greater than 365 days.

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

## **ARTICLE 27 – SENIORITY/CIVIL SERVICE**

- .01 Seniority for employees covered by this Agreement shall be determined as follows:
- (a) Any matter subject to the provisions of Massachusetts General Laws, Chapter 31, said seniority shall be determined as provided in said M.G.L. c. 31 and any rules promulgated thereunder.
  - (b) For the purpose of computing the amount of vacation entitlement under Article 7 contained herein and the longevity benefit under Article 8 contained herein, seniority shall be defined as total length of service in pay status with the Town of Ludlow.
  - (c) For the purpose of establishing an employee's anniversary date and the benefits that are based on that date, a thirty (30) day period in non-pay status must pass before the anniversary date moves by thirty (30) day increments, excluding unpaid leaves of absence.
  - (d) For all other purposes not subject to paragraph (a) or (b) above, seniority shall be defined as total length of service and any subsequent promotions with the Police Department of the Town of Ludlow.

## **ARTICLE 28 – REPORTING INJURIES**

- .01 Any injuries sustained in the line of duty must be reported, if the employee is physically able, to the immediate supervisor during the shift in which the injury occurred, and the accompanying accident report must be submitted, if possible, within twenty-four (24) hours of said injury, except when the employee is medically unable to do so within that time period. The employee will file the report just as soon as possible under the circumstance.

## **ARTICLE 29 – SALARY & SHIFT DIFFERENTIALS**

- .01 Wage Schedule  
P - 2 = (125% of P-1)

P - 3 = (122% of P-2)

**POLICE - Schedule IV effective 6/30/2019 - 1%**

	MIN	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P -1	965.63	999.70	1,033.81	1,067.90	1,101.88	1,134.61	1,157.30
P -2		1,334.88	1,446.62				
P -3		1,628.55	1,764.88				
P -4		2,135.81	2,314.60				

**POLICE - Schedule IV effective 7/1/2019 - 1%**

	MIN	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P -1	975.2911	1,009.6999	1,044.1516	1,078.5818	1,112.8941	1,145.9523	1,168.8714
P -2		1,348.2273	1,461.0892				
P -3		1,644.8373	1,782.5288				
P -4		2,157.1636	2,337.7427				

**POLICE - Schedule IV effective 7/1/2020 - 2%**

	MIN	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P -1	994.7969	1,029.8939	1,065.0346	1,100.1535	1,135.1520	1,168.8714	1,192.2488
P -2		1,375.1918	1,490.3110				
P -3		1,677.7340	1,818.1794				
P -4		2,200.3069	2,384.4976				

**POLICE - Schedule IV effective 7/1/2021 - 2.5%**

	MIN	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P -1	1,019.6669	1,055.6413	1,091.6605	1,127.6573	1,163.5308	1,198.0931	1,222.0550
P -2		1,409.5716	1,527.5688				
P -3		1,719.6774	1,863.6339				
P -4		2,255.3146	2,444.1100				

**POLICE - Schedule IV effective 1/1/2022 - .5%**

	MIN	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
P -1	1,024.7652	1,060.9195	1,097.1188	1,133.2956	1,169.3485	1,204.0836	1,228.1653
P -2		1,416.6195	1,535.2066				
P -3		1,728.2758	1,872.9521				
P -4		2,266.5911	2,456.3306				

.02 For hours that an employee actually works outside of the regular day shift, there shall be a shift differential of seventy-five (.75) cents per hour for the second shift, and one dollar and twenty-five cents (1.25) per hour for the third shift.

.03 The Town may require direct deposit of all police officer compensation.

- .04 Time served by an officer in a higher position pursuant to provisional promotion authorized under the Civil Service Law shall be counted when calculating that officer's step increase after permanent promotion to such higher position, provided, however, that any break in service between termination of the provisional promotion and commencement of the permanent promotion is not greater than 365 days.

### **ARTICLE 30 – SAVINGS CLAUSE**

- .01 Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service rule by a final decree of a court of competent jurisdiction, 11 other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall promptly meet on request of either party to negotiate a proper provision to replace any provisions which have been found to be in violation of law.

### **ARTICLE 31 – SUBSTANCE ABUSE POLICY**

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

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

A committee of at least three (3) department representatives shall determine whether to request alcohol or drug testing. The committee of three will be comprised of the Chief or his or her 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 (2) 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 or 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 32 – UNION BUSINESS LEAVE**

- .01 Officers of the Union shall be allowed ten (10) days per year to attend meetings of the International Brotherhood of Police Officers for two (2) members, but only one (1) member per shift at one time with no loss of compensation.
- .02 The Employer agrees to allow not more than three (3) members of the Union Executive Board to attend contract negotiation meetings during their on-duty hours without loss of pay.

#### **ARTICLE 33 – DURATION & RENEWAL PROVISIONS**

- .01 This contract was entered into by both parties upon the promise that the conditions of employment of the superior officers would be at least equal to provisions ultimately arrived at in the contract between the Employer and Patrolmen's Union. In the event the ultimate contract with the Patrolmen's Union contains any improved benefits, then the parties hereto shall amend this contract so as to reflect the improvement in the contract with the Patrolmen's Union

#### **ARTICLE 34 – LIGHT DUTY CLAUSE**

- .01 Whenever a police officer shall have sustained injury so as to incapacitate him/her from performing regular duties, or illness which has caused the officer to be excused from performance of his/her duties, after the initial four (4) weeks of such absence, the Chief may require the officer to be medically evaluated for possible assignment to light duty by the Chief.
- .02 The type of light duty will be identified in writing by the Chief and shall be defined as work heretofore performed by officers of the Ludlow Police Department, or special projects related to Police department operations, but not "make-work" assignments.
- .03 Prior to performing any light duty work, the officer may be evaluated by the Town's physician as to the capability to perform the work being assigned. If the officer's attending physician disagrees with the Town's physician, a third party physician, to be mutually agreed upon, will be requested to evaluate the case, provided that in no event shall the total medical evaluation time exceed thirty (30) days from the date of the Town physician's evaluation. If no third opinion is received within that time, the employee will report to work.

- .04 No light duty employee will be held responsible to render emergency assistance that he/she, is unable to perform.
- .05 Light duty shall not be a permanent situation unless agreed to by the employee, the Union and the Town.
- .06 An employee who is on sick or injured leave may request to be placed on light duty, and may be afforded this opportunity.
- .07 Reasonable accommodations shall be made if necessary for the officer to accomplish his assigned duties.
- .08 The hours of such duty shall comport with the normal hours of the Ludlow Police Department, and to the extent reasonable, to the officer's normal shift assignment.
- .09 An officer assigned to light duty shall have his/her status reviewed every twelve (12) weeks or earlier if medical evidence requires.
- .10 This Article shall be subject to the grievance/arbitration procedures, and as may be applicable, the American with Disabilities Act and Mass. General Law Chapter 151B as presently constituted.

#### **ARTICLE 35 – EFFECTIVE DATES**

For the purpose of wages, this Agreement shall become effective on July 1, 2019 and shall remain in effect until June 30, 2022. On request of either party, negotiations for a new Agreement shall begin on or after September 1, 2021. This Agreement shall remain in full force and effect during the period of negotiations until the signing of a new Agreement or until ten (10) day's termination notice is given.

#### **ARTICLE 36 – INDEMNIFICATION**

- .01 Indemnification provisions as provided by the Massachusetts General Laws, Chapter 41, Section 100 and 100A shall be continued.

#### **ARTICLE 37 – ACTING CHIEF**

- .01 In the event the Chief is absent for five (5) consecutive days or more, not including Saturdays and Sundays, an individual from the ranks of supervisors will be appointed to be Acting Chief. The Chief has the sole discretion as to which individual will be appointed. If the Chief is unable to appoint an Acting Chief, the Board of Selectmen will appoint the senior ranking supervisor to be Acting Chief. The rate of compensation for the Acting Chief for hours worked as Acting Chief will be 120% of the top step Lieutenant. The Acting Chief is not eligible to work paid details.

## **ARTICLE 38 – SAFETY**

- .01 A Safety Committee comprised of three (3) members of the Union shall meet with the Chief of Police or his or her designee at the request of either party to discuss and make recommendations for improvement of the general safety and health of the employees covered by this Agreement.

## **ARTICLE 39 – MISCELLANEOUS**

- .01 The reports of patrolmen reporting off-duty shall be taken by his or her shift superior officer.

## **ARTICLE 40 – MOTORCYCLE UNIT**

- .01 The Town and the Union agree that the operation of a motorcycle is inherently more dangerous than the operation of a car. With this in mind, the Town and the Union agree to the following measures to reduce the risk of injury to the motorcycle officer. This program/unit is being evaluated for an approximate eight-month period, under two, four-month lease periods. Upon completion, this unit will be deployed with the approval from the Town through the Board of Selectmen, the Police Chief and the Union.
- (a) Uniform and Equipment – The Town shall issue the motorcycle patrolmen the designed uniform and safety equipment (i.e., DOT approved helmet, protective jacket, eye protection, riding gloves, and riding boots. After the initial issuance, the motorcycle officer will be required to maintain his or her uniform and equipment in serviceable condition through a clothing allowance (Article 22). The Chief at his discretion and the Town's expense, may replace unserviceable safety equipment.
  - (b) Motorcycle Maintenance – The motorcycle will be maintained to manufacturer's specifications and by certified manufacturer mechanics.
  - (c) Training – The Town shall offer a comprehensive police motorcycle training and certification program, such as a current course being offered by Northwestern University Center for Public Safety and Harley-Davidson Police and Fleet Sales Division. Officers will be required to complete and pass such prescribed course before assignment to the motorcycle unit.
  - (d) Pursuit Policy – The Ludlow Police Department Policy and Procedure – 410, XVI, will be amended to reflect that police motorcycles will not be allowed to initiate, nor be a primary vehicle in a pursuit.
  - (e) Safe Road Conditions – Because the motorcycle officer will have specialized training in regards to motorcycle safety, he or she will determine when road conditions are unsafe, due to inclement weather, for the

operation of a motorcycle. No motorcycle officer shall be disciplined for placing the motorcycle out of service based on such determination. The Shift Supervisor shall also have the authority to place a motorcycle unit out of service if he or she determines that the roadway is unsafe due to inclement weather conditions.

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

**.02 Working Conditions**

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

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

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

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

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

**ARTICLE 41 - TASERS**

.01 The Town may require Police Officers to carry Electronic Control Weapons such as Tasers.

**ARTICLE 42 – MILITARY LEAVE**

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

**ARTICLE 43 – DEPLOYMENT OF NASAL NALOXONE**

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

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

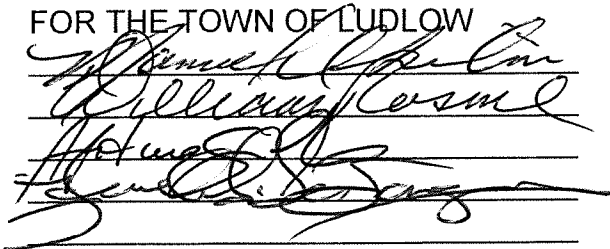
.03 There will be a cap on the number of Department EMT's of no more than 12.

#### ARTICLE 44 – PROTECTION OF WORK OPPORTUNITIES

.01 The Employer agrees not to employ any person or persons to perform the duties of Department Sergeants and Lieutenant as presently performed and so long as performed by the Ludlow Police Department Sergeants or Lieutenant except in accordance with the provisions of Massachusetts General Laws, Chapter 31.

In witness whereof, the Town of Ludlow has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by the Board of Selectmen and Ludlow Police Supervisors Union has caused these presents to be signed in its name and behalf by its President, duly authorized, this 14 day of July, 2020.

FOR THE TOWN OF LUDLOW



FOR THE UNION

