#### MEMORANDUM OF AGREEMENT (FY23 – FY25)

### Town of Ludlow and Ludlow Police Patrolmen's Union, MassCOP Local 507

The Town of Ludlow (the "Town") and the Ludlow Police Patrolmen's Union, MassCOP Local 507 (the "Union") agree that the current collective bargaining agreement (the "CBA") shall be extended for an additional three-year term, commencing July 1, 2022, through June 30, 2025, with the following changes:

### 1. Holidays (Article 15)

- (a) Add Juneteenth to the list of holidays in section 01.
- (b) Add the following provision at the end of the last paragraph of section 01: In the event a Police Officer is forced to work an overtime shift on a listed holiday, the officer will receive compensation at double time the normal rate of compensation in addition to the officer's holiday pay at straight time. For the purposes of this article, "forced overtime" is defined as overtime which an officer is required to work by the Chief of Police or the Chief's designee.

### 2. Sick Leave Buyback (Article 13)

In section 03., increase the per diem buyback rate from \$20.00 to \$30.00.

## 3. Absenteeism Bonus Plan (Article 14)

Change one hundred twenty (120) days to ninety (90) days wherever appearing throughout Section 01.

# 4. Longevity (Article 7)

Effective July 1, 2022, increase the fifteen (15) longevity benefit from \$400.00 to \$750.00.

# 5. <u>Field Training Officer Compensation (Article 30)</u>

Add the following new section .04 (effective upon ratification by the Town and Union of a memorandum of agreement for a successor collective bargaining agreement): Field Training Officer: A Police Officer assigned to work as a Field Training Officer ("FTO") shall receive time and one-half (1 ½) pay for all hours actually worked as FTO.

## 6. Career Incentive Pay Program (Article 12)

- (a) Amend section .07 (relating to educational incentive benefits for officers hired after July 1, 2009) effective July 1, 2023. by increasing the benefit for an associate degree from 5% to 10%, for a baccalaureate degree from 10% to 20%, and for a law or master's degree from 12.5% to 25% and expanding the list of acceptable fields of study for any degrees to also include Homeland Security, Protective Services, Political Science, and Communications.
- (b) Amend Section 07 as follows: Institutions granting such degrees must be either authorized by the Quinn Bill or accredited by the New England Association of Schools and Colleges to do so.
- (c) Create a new section, "Section .08" as follows: Officers hired on or prior to July 1, 2009, shall, if they upgrade their education, be entitled to the additional educational incentive amount of section 07 in accordance with their new educational level.

## 7. Biweekly Payment of Wages (Article 30)

Amend section .03 as follows: Biweekly payment of wages may be implemented by the Town upon ninety (90) days prior written notice to the Union.

## 8. Accrual of Benefits During Absences

Amend the Agreement by creating a new Article ("ARTICLE 44 – ACCRUAL OF BENEFITS DURING ABSENCES"), and modifying ARTICLE 6 – VACATIONS as follows:

# A. ARTICLE 44 - ACCRUAL OF BENEFITS DURING ABSENCES

Notwithstanding anything in this collective bargaining agreement to the contrary, officers who are absent from duty for a period of 365 consecutive days, whether such absence is attributable to illness, injury, accident, or incapacity for duty pursuant to M.G.L. c. 41, § 111F, or leave of absence shall not, during the period of subsequent and continuing absence, accrue additional vacation leave or sick leave, or be entitled to payment for the following stipends associated with the actual performance of duty: Narcan stipend, shift differential, uniform allowance, and bank days; provided, however, that officers who are on § 111F leave shall continue to accrue vacation leave and shall be allowed to carry-over accrued vacation days for vacation purposes during such absence; provided further, however, that nothing in this article shall be interpreted or applied in a manner that is inconsistent with an officer's rights and benefits under applicable federal or state statutes or regulations regarding military leave. Since certain stipends are paid annually and since vacation leave is credited to an officer annually on the anniversary date of employment, appropriate pro-rata adjustments may be made to effectuate the purpose of this article. An officer under suspension or otherwise off the departmental payroll does not accrue any contractual benefits while in such unpaid status. In the event the officer's suspension is reversed, benefits and compensation not paid during the period of absence pursuant to this article shall be awarded to the officer as part of the reinstatement to duty remedy.

Ludlow Police Patrolmen's Union, MassCOP LOCAL 507 Agreement August 7, 2023

- B. VACATION CARRYOVER: Amend Article 6 "VACATIONS" by creating a new section, "Section .03" in Article 6, as follows:
- .03 Officers shall be allowed to carry forward up to two (2) weeks of vacation into the following vacation year. An officer who is on § 111F leave and returns to work, shall be allowed to carry forward all of the vacation accrued as of the date of his return to work for one (1) year, or longer if authorized at the exclusive discretion of the Ludlow Police Chief.
- 10. <u>Wage Increases</u>: Effective on the below dates, make the following across the board wage increases to the base rates of pay:

July 1, 2022: 3% July 1, 2023: 2% July 1, 2024: 3%

TOWN OF LUDLOW

LUDLOW POLICE PATROLMEN'S UNION

MASSCOP LOCAL 507

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Dated:

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