

MEMORANDUM OF AGREEMENT
(FY23 – FY25)

Town of Ludlow
and
Ludlow Police Supervisors, MassCOP Local 508

The Town of Ludlow (the “Town”) and the Ludlow Police Supervisors, MassCOP Local 508 (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 in accordance with Article 8.10.

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. Career Incentive Pay Program (Article 12)

(a) Amend section 05 (relating to educational incentive benefits for officers hired after July 1, 2009) effective July 1, 2023, by increasing the benefit for an Associates Degree from 5% to 10%, for a Baccalaureate Degree from 10% to 20%, and for a Law or Masters Degree from 12.5% to 25%, and expanding the list of acceptable fields of study for a Baccalaureate and Masters Degrees to also include Homeland Security, Protective Services, Political Science, and Communications.

(b) Add the following new section 06: 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 05 in accordance with their new educational level.

5. Biweekly Payment of Wages (Article 29)

Add the following to section 03: Biweekly payment of wages may be implemented by the Town upon ninety days prior written notice to the Union.

6. Accrual of Benefits During Absences (New Article)

Add the following new article to the collective bargaining agreement:

ARTICLE 45 – 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 an 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.

7. Out of Grade Pay (Article 37)

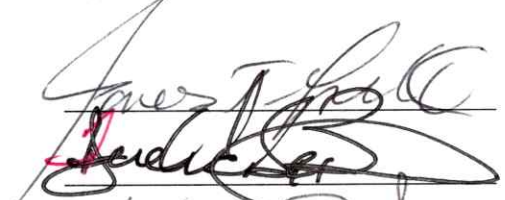



(a) Rename this article to Out of Grade Pay.

(b) Add the following new paragraph: "In the event a Lieutenant acting as Officer in Charge of the uniformed division on a particular shift, or of the Detective Bureau, is absent for five (5) consecutive days, not including Saturdays and Sundays, a uniformed division Sergeant or a Detective, as the case may be, working the same shift will be appointed as Acting Lieutenant or Acting Detective Lieutenant. The Chief has the sole discretion as to which Sergeant or Detective will be appointed. If the Chief, or in the Chief's absence the Acting Chief, is unable to appoint an Acting Lieutenant, then the Select Board will appoint a senior Sergeant or Detective of that shift to be Acting Lieutenant. The Acting Lieutenant will receive step I Lieutenant pay while so working that shift.

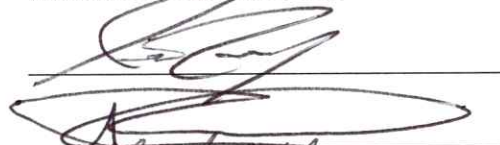
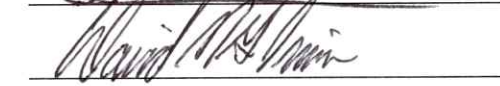
8. Wage Increases (Articles 26 and 29)

Increase the salary percentage increments set forth in Articles 26 and 29, regarding the differential in salary (i) between Sergeants and Patrol Officers and (ii) between Lieutenants and Sergeants, by one percentage point (e.g., from 125% to 126% in section 01 of Article 26) effective July 1, 2022, and by one additional percentage point effective July 1, 2024. Wage increases for fiscal year 2023 shall be retroactive to July 1, 2022. Wage increases for FY2024 shall be retroactive to July 1, 2023. Wage increases for FY2025 shall be retroactive to July 1, 2024.

TOWN OF LUDLOW





Dated: 8/15/23

LUDLOW POLICE SUPERVISORS
MASSCOP LOCAL 508



Dated: July 7th, 2023