

AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
NATIONAL CORRECTIONAL EMPLOYEES UNION,  
LOCAL 130  
JULY 1, 2021 through JUNE 30, 2024

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**AGREEMENT BETWEEN  
TOWN OF LUDLOW, MASSACHUSETTS  
AND  
NATIONAL CORRECTIONAL EMPLOYEES UNION, LOCAL 130**

This Agreement entered into by the Town of Ludlow (hereinafter referred to as the "Employer" or "Town") and the National Correctional Employees Union, Local 130 (hereinafter referred to as the "Union") effective as of July 1, 2021.

**ARTICLE 1 – RECOGNITION**

- .01 The Board of Selectmen recognizes the Union as the exclusive bargaining representative for all full-time and regularly scheduled part-time dispatchers working at least twenty hours per week for the Ludlow Police Department, excluding per diem dispatchers and all other employees.

**ARTICLE 2 – MANAGEMENT RIGHTS**

- .01 Unless an express specific provision of the Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, strictly adhering to the chain of command as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of the Agreement by law.

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

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees;
- to determine the methods, means, and personnel by which the Department's operations are to be carried out;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote, and assign employees;
- to transfer or temporarily reassign employees for good reason;
- to determine the equipment to be used in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications;
- to lay off employees;
- 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 make and enforce rules and regulations subject to fulfilling its bargaining obligations;
- to hire, promote, demote employees, and to suspend, discipline or discharge employees for just cause.

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 will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract.

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 contract 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 contract 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.

The Town reserves and maintains the right to continue to use per diem employees and Police Officers to perform dispatch functions.

### **ARTICLE 3 – UNION DUES**

- .01 The Town agrees to deduct Union dues in equal amounts from each pay period as determined by the Union in accordance with its bylaws.
- .02 Every member of the Union must file with the Town Treasurer, an authorization form for said deductions.
- .03 Union 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 or her withdrawal date.
- .04 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 made at least once per month.

## ARTICLE 4 – GRIEVANCE PROCEDURE

- .01 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions of grievances as defined in Section .02 of this Article. The Town 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. A grievance may be initiated by the Union or an employee individually.
- .02 A grievance shall mean a complaint of an actual violation, misinterpretation, or inequitable application of any of the specific 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, but every level may however, be extended by mutual agreement.

STEP 1        Grievances shall first be presented by the employee or the Union to the Chief of Police and the Fire Chief within five (5) calendar days of its occurrence. The Chiefs will have seven (7) calendar days to answer the grievance. If the Chiefs are on vacation, sick leave or away for any period, the time for answering will be extended for the time of such absence. A failure to respond in a timely manner will be the equivalent of a denial.

STEP 2        If the grievance is not settled in step 1, the employee or the Union may appeal the grievance to the Board of Selectmen within seven (7) calendar days of receipt of the step 1 decision or, if there is no such decision, the date said decision was due. The Board of Selectmen shall have twenty-one (21) calendar days to answer the grievance.

STEP 3        If the grievance is not resolved at step 2, the Union may, within seven (7) calendar days of receipt of the step 2 decision or, if there is no such decision, the date said decision was due, submit the grievance to arbitration by the Massachusetts Department of Labor Relations. The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator attempt to grant relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of municipal management

under this Agreement, or which conflicts with any statute, bylaw or regulation.

## **ARTICLE 5 – REDUCTION IN FORCE**

- .01 In the event that the number of positions in this unit is to be reduced as a result of which one or more employees will be laid off, the Town will evaluate the factors which constitute ability, qualifications and job performance of all employees. Reductions in force shall first be made based on the factors set forth herein. Where the factors of ability, job performance and qualifications are relatively equal among the employees, reductions shall be made based upon reverse order of seniority. Employees laid off in accordance with this section will be given preference over other qualified applicants in order of seniority for vacancies or new positions in the unit for which they are qualified. The period of such preference shall not exceed fifteen (15) months, or the length of service of the laid-off employee, whichever time is shorter.
- .02 For reduction in force purposes, seniority shall mean length of continuous employment with the Town, computed in hours of service, full-time as well as part-time. In the event of a reduction in force, a permanent part-time employee may replace a less senior full-time employee provided the full-time schedule is worked.

## **ARTICLE 6 – WAGES & MERIT INCREASES**

- .01 See Attachment A - Compensation Wage Schedule.
- .02 Merit increases (also known as step increases in the wage schedule) may be granted after an employee has been in the continuous employ of the Town for a period of twelve (12) months or longer and shall be spaced at twelve (12) month intervals based on the employee's anniversary date of employment or promotion. Said increase must be recommended by the Department Head and approved by the Human Resources Department. The Department Head must appear at the Human Resources Department hearing in support of his or her recommendation for an employee's step increase before the Human Resources Department can take any action.
- .03 For hours that an employee actually works outside of the regular day shift, there shall be a shift differential of 25 cents per hour for the second shift, and 50 cents per hour for the third shift. Effective July 1, 2019, the shift differential shall be increased to 35 cents for the second shift and to 65 cents for the third shift.

## **ARTICLE 7 – PERFORMANCE EVALUATIONS**

- .01 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 and process to be utilized shall be presented to the Union for comment and approval prior to final implementation, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE 8 – WORK SCHEDULES & OVERTIME**

- .01 The regular work shifts, inclusive of a one-half ( $\frac{1}{2}$ ) hour unpaid meal break, are: 7:00am-3:00pm, 3:00pm-11:00pm and 11:00pm-7:00am; 8:00am-4:00pm, 4:00pm-12:00am and 12:00am-8:00am. The Chief of Police may, upon thirty (30) days prior notice to the Union, alter these shifts and may establish additional or alternative shifts. An employee who is unable to take a meal break within the first six (6) hours of the employee's shift shall be entitled to one-half ( $\frac{1}{2}$ ) hour of additional pay at the overtime rate. The Town shall have the authority to implement a 4 & 2 schedule (4 days on followed by two days off) upon thirty days prior notice to the Union.
- 02 Employees may be required to work overtime. An employee shall receive overtime pay at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in a seven (7) day work week cycle. Employees shall have the option, with the approval of the Chief or the Chief's designee, to accrue compensatory time off in lieu of overtime pay as follows: (a) one and one-half hours of compensatory time off shall accrue for each hour of compensable overtime worked; (b) total compensatory time off accrual shall not exceed forty hours, and the maximum calendar month accrual shall be eight hours; (c) compensatory time off must be used within ninety days of accrual; (d) requests for compensatory time off require the approval of the Chief or the Chief's designee. Approvals shall not unreasonably be denied.

## **ARTICLE 9 - VACATIONS**

- .01 Every employee occupying a full-time position shall be granted annual paid vacation as follows:
- a) Six (6) months but less than one (1) year continuous service in pay status allowed five (5) days vacation.
  - b) One (1) year but less than five (5) years continuous service in pay status allowed ten (10) days vacation.
  - c) Over five (5) years continuous service in pay status allowed fifteen (15) days vacation.
  - d) Ten (10) or more years continuous service in pay status allowed twenty (20) days vacation.

- e) Twenty (20) years continuous service in pay status allowed twenty-one (21) days vacation.
  - f) Twenty-one (21) years continuous service in pay status allowed twenty-two (22) days vacation.
  - g) Twenty-two (22) years continuous service in pay status allowed twenty-three (23) days vacation.
  - h) Twenty-three (23) years continuous service in pay status allowed twenty-four (24) days vacation.
  - i) Twenty-four (24) years continuous service in pay status allowed twenty-five (25) days vacation.
- .02 Such vacation shall be granted by the Chief of Police or the Chief's designee at such time as in his or her opinion will cause the least interference with the departmental operations. Vacations must be taken in the year in which they are due and shall not accumulate from year to year. Notwithstanding the previous sentence, in the event an employee voluntarily agrees to work and defer one week of vacation due to the Department's busy work schedule; up to one week of vacation may be carried over for up to ninety (90) days into the next fiscal year by mutual agreement with the Chief of Police or the Chief's designee.
- Regular part-time employees working at least twenty hours per week shall accrue vacation in accordance with the Personnel Policy Manual.
- .03 When calculating vacation benefits for full-time employees, the time during which an employee might have been employed previously in a part-time position with the Town counts towards the total years' service, provided that such part-time service is continuous with the full-time service and provided further that such part-time service was regularly scheduled for at least twenty (20) hours per week. Thus, for example, an employee who worked for the Town for four (4) years at twenty (20) hours per week and then for six (6) years on a full-time basis will be deemed to have ten (10) years continuous service and would be entitled to four (4) weeks vacation.

## **ARTICLE 10 – HOLIDAYS**

- .01 The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts, (except for purposes of this Agreement, New Year's Day is celebrated on January 1<sup>st</sup> and Christmas is celebrated on December 25<sup>th</sup>), and on these days, full-time employees shall be excused of all duty, without loss of pay, except in cases where the Department Head determines the employee is required to maintain essential town services; in which event they will receive one day holiday pay in



addition to straight time pay for hours worked, provided however, that a full-time employee will be paid at one and one-half (1½) times the straight time rate of pay for working on January 1<sup>st</sup>, Independence Day, Thanksgiving Day, or December 25<sup>th</sup>.

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Holiday pay shall be granted to the employee provided that the employee shall have worked on his or her last scheduled work day prior to such holiday and/or the next regularly scheduled working day following such holiday or was in full pay status on such preceding and following days in accordance with other provisions of this Agreement or was appropriately excused.

A part-time employee who is called in to work on a holiday for which he or she is not scheduled to work shall be paid only at one and one-half (1½) times the regular rate of pay. A part-time employee who is scheduled to and works a holiday will receive one day holiday pay in addition to straight time rate of pay for hours worked, provided however, that he or she will be paid at one and one-half (1½) times the straight time rate of pay for working on January 1<sup>st</sup>, Independence Day, Thanksgiving Day or December 25<sup>th</sup>.

## **ARTICLE 11 – LONGEVITY**

- .01 All full-time and regular part-time employees working at least twenty hours per week shall be eligible for longevity pay in accordance with the Personnel Policy Manual.

## **ARTICLE 12 – PERSONAL DAYS**

- .01 Regular full-time employees shall be granted three (3) personal days off, without loss of pay, per fiscal year. Regular part-time employees working at least twenty hours per week shall be granted two personal days off without loss of pay per fiscal year, provided however, that the total number of hours taken off shall not exceed thirteen (13) (e.g., one eight-hour shift and one five-hour shift). Personal days are subject to three (3) working days advance notice to, and approval by, the Chief of Police or the Chief's designee, provided that such prior notice shall not be required in the event of an emergency, although approval is still required. Such leave shall not be cumulative.
- .02 A newly hired employee shall work continuously for six (6) months before being entitled to one (1) personal day, which must be used by the employee's first

anniversary date, and continuously for one (1) year before being entitled to the full benefits under this Article.

### **ARTICLE 13 – ABSENTEEISM BONUS PLAN**

- .01 Regular full-time employees who have completed six consecutive months of employment without absence shall be entitled to receive, at the employee's option:
  - a) Payment of one (1) day straight time wages or
  - b) one (1) personal day, to be taken within ninety (90) days when mutually convenient with his or her supervisor.
- .02 Regular part-time employees working at least twenty hours per week who have completed six consecutive months of employment without absence shall be entitled to receive four (4) hours incentive pay at straight time.

### **ARTICLE 14 – SICK LEAVE**

- .01 Upon the retirement or death of an employee who is eligible for sick leave, payment shall be made to the employee or his estate in the amount of \$20.00 for each sick day earned but not expended up to a maximum of one hundred (100) days.
- .02 **COVERAGE:** Regular full-time employees shall earn sick leave at the rate of one and one-quarter (1¼) days of sick leave per month after six (6) months of employment. Unused sick days may accumulate up to a maximum of one hundred eighty-five (185) days. Regular part-time employees working at least twenty hours per week shall earn annual sick leave in accordance with the Personnel Policy Manual. Unused sick leave may accumulate to a maximum of one hundred and twenty (120) days.

### **ARTICLE 15 – LEAVES OF ABSENCE**

#### **.01 LEAVE OF ABSENCE**

Policy: Employees may be granted leaves of absence without pay not to exceed sixty (60) days for reasons of personal convenience under the following conditions:

- a) Such a request must be made in writing to the respective Board and or Department Head.
- b) In making such a request, at least fifteen (15) days prior notice must be given before the date on which the anticipated leave would commence.

c) Employees granted such leave will not accrue credit for sick, vacation, or other types of paid leave.

d) Longevity benefits will continue to accrue.

Coverage: All regular full-time and part-time employees.

## **.02 JURY DUTY**

Policy: An employee who is called to jury duty shall receive an amount equal to the difference between his or her normal compensation and the amount (excluding any travel allowance) received for such duty upon presentation of evidence of the amount so paid.

Coverage: All regular full-time and part-time employees.

## **.03 BEREAVEMENT LEAVE**

Policy: Bereavement leave shall be granted in the case of the death of a member of an employee's family. If the family member is a spouse or child, the employee shall receive up to five (5) days leave. If the family member was a father, mother, sister, brother, grandparent, grandchildren, mother-in-law or father-in-law, the employee shall receive up to three (3) days leave. If the death in the employee's family was that of a brother-in-law, sister-in-law, uncle, aunt, niece or nephew, the employee shall receive up to one (1) day leave provided that the day of leave is the employee's regular working day and is taken to attend the funeral of such relative.

Coverage: All regular full-time and part-time employees.

## **.04 FAMILY AND MEDICAL LEAVE (FMLA)**

Employees are subject to the Family and Medical Leave Act provisions of the Personnel Policy Manual.

## **.05 THE SMALL NECESSITIES LEAVE ACT**

Employees are subject to the Small Necessities Leave Act provisions of the Personnel Policy Manual.

## **.06 PARENTAL LEAVE**

Employees may be granted parental leaves in accordance with the provisions of M.G.L. c. 149, §105D.

## **ARTICLE 16 – GROUP INSURANCE**

- .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 75% of the cost of the premium for any other group health insurance plan (e.g., HMO, POS, or PPO) that it provides for eligible Town employees, and the employee shall contribute the remaining 25%, provided however, that this change in percentage contribution rates shall not take effect until it is implemented for at least two (2) 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 75/25) there shall be a 1% increase in base pay. 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 17 – PAYMENT OF WAGES**

- .01 Biweekly payment of wages may be implemented by the Town within ninety (90) days prior written notice to the Union.
- .02 All employees are required to have their wages and other Town payments and compensation directly deposited into a banking institution as required by the Town Treasurer.

## **ARTICLE 18 – NO STRIKE/NO-LOCKOUT CLAUSE**

- .01 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 19 – DRUG TESTING**

- .01 Probationary Employees: Employees may be tested once during the probationary period at such time as may be determined by the Town.
- .02 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.

- .03 Career Assignments: An employee may be tested once upon assignment to a permanent position at the Police or Fire Department and then once annually thereafter while holding the position.

The Union will not discourage or interfere with an employee's seeking one of these positions. The Employer will not make an appointment in bad faith as a pretext for testing an employee.

- .04 Reasonable Suspicion: An employee may be tested after a determination by the Town that there is reasonable suspicion to test the employee. Such testing will not be ordered unless and until the Chief of Police (or officer in charge in the absence of the Chief) and Town Administrator (or a member of the Board of Selectmen in the absence of the Administrator) review the matter and agree that such testing is justified. If the employee so requests, he or she may be accompanied by the Union Steward or his or her designee during the reasonable suspicion testing process. 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 or alcohol so that the employee's ability to perform his or her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained 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 weighted in determining the presence or absence of reasonable suspicion.

- .05 Procedures:

- a) Urine samples or blood samples 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.
- b) 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.
- c) 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.

- d) Test results will be made available to the employee as soon as they are made known to the Department. The employee shall have full access to examine and to copy all reports, logs, samples and/or any other related materials if and when requested.
- e) 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 someone from the Town, a Union representative if requested by the employee, and/or 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.
- f) The employee to be tested will be notified of the test requirements a reasonable time before testing and when blood or urine samples are to be taken. The employee shall report to the Town Hall or other appropriate work place at the time designated during regular working hours for transportation to the medical facility or laboratory designated by the Department to obtain the testing sample.
- g) The Department 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 this is positive, confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.
- h) 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.

.06 Prohibited Conduct:

- a) Illegal possession of any controlled substance.
- b) Illegal use of any controlled substance.
- c) Refusal to comply with the requirements of this drug policy.

d) Improper use of prescription medicine.

- .07 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 his or her information 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 no sick leave is available.

The Town shall bear all costs of testing after any available insurance coverage has been pursued and exhausted.

It is agreed that the parties will make every effort to protect privacy and confidentiality. The parties will develop a specific plan to protect privacy.

## **ARTICLE 20 – EMERGENCY MEDICAL DISPATCH**

- .01 The Town shall have the right to implement an Emergency Medical Dispatch (EMD) program and Dispatchers shall be required to perform all duties and responsibilities associated with that program. The Town shall pay for the cost of employee EMD training and certification. For obtaining and maintaining EMD certification, a Dispatcher shall be entitled to receive a \$200.00 annual stipend for the first fiscal year of certification, and a \$300.00 annual stipend for the second and following fiscal years. In consideration of the implementation of Central Dispatch (EMD) operations anticipated in or about January 2018, the EMD stipend shall be eliminated, and in lieu thereof, there shall be a one percent (1%) base pay increase effective January 1, 2018.
- .02 The Town shall have the authority to implement Central Dispatch operations (including but not limited to the assumption of Ludlow Fire Department dispatch functions or regionalization) upon thirty days prior notice to the Union.
- .03 As of the first pay period following assumption of Fire Department dispatch or as of January 1, 2019, whichever occurs sooner, there shall be a base pay increase of one-half percent (½%).

## **ARTICLE 21 - MATRONS**

- .01 Female full-time and regular part-time employees working at least twenty hours per week shall receive the following compensation when performing matron duties for the Police Department: (a) If already on duty when called upon to

perform matron duties, one hour overtime bonus; (b) if off-duty and called in to perform matron duties, overtime pay for such time performing matron duties, with a three hour minimum.

- .02 Matron duties are not exclusive to the bargaining unit employees. The Town also uses, at its discretion, female police officers, mutual aid, and its pool of matrons.
- .03 At such time as the bargaining unit assumes Emergency Medical Dispatch functions, the scope of matron duties to be performed by an on-duty female dispatcher shall be limited to the initial, cursory search of a female prisoner for weapons or contraband which ordinarily should take 5 to 10 minutes to complete and the one hour overtime bonus will be paid; the on-duty female dispatcher will not be required to transport prisoners.
- .04 The Employer will provide all necessary and pertinent immunizations and training to all bargaining unit members that perform the Matron duties.

## **ARTICLE 22 – CONDITIONS OF EMPLOYMENT**

- .01 At such time as the Town implements Central Dispatch, all employees shall be required as a condition of their continued employment with the Town to maintain in full force and effect their EMD certification, their 911 certification, their compliance with State mandated continuing education requirements, and their compliance with such other mandated training and certifications as may be required by the State.

## **ARTICLE 23 – CLOTHING ALLOWANCE**

- .01 The clothing allowance shall not exceed four hundred fifty (\$450.00) dollars per fiscal year. This allowance shall be effective in the 1st year of the contract.

## **ARTICLE 24 – SAVINGS CLAUSE**

- .01 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.
- .02 If any provision is found to be in violation of any state or federal law, then the parties agree to enter into negotiations for the purpose of negotiating a substitute provision. Such negotiations shall commence within seven (7) days' notice by either party to enter in such negotiations.

## **ARTICLE 25 – DURATION AND RENEWAL**

- .01 This Agreement shall remain in effect from July 1, 2021 through and including June 30, 2024.



- .02 Either party wishing to modify this Agreement shall send to the other party written notice of its intent to modify this Agreement on or before April 1<sup>st</sup> in the year in which this Agreement expires.
- .03 Both parties shall seek the establishment of a meeting to negotiate the aforementioned modifications.
- .04 Nothing in this article shall preclude either party from modifying their proposals during the course of negotiations.

Executed by the duly authorized representatives of the Town and the Union.

FOR THE UNION

Ashlee R. Gray  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 7/22/22

FOR THE TOWN OF LUDLOW

Ashley Smith - Chairman  
James F. Smith  
Michael Adams  
William P. Smith  
\_\_\_\_\_

Date: 7/26/22

# PUBLIC SAFETY DISPATCH

Police Department - Schedule IV					Effective 7/1/2020	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5
PD-1	694.6345	733.0459	771.4572	809.8466	848.2799	886.6912
PD-2	17.3659	18.3261	19.2864	20.2462	21.2070	22.1673

Police Department - Schedule IV					Effective 7/1/2021	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5
PD-1	729.3662	769.6982	810.0301	850.3389	890.6939	931.0258
PD-2	18.2342	19.2425	20.2508	21.2585	22.2673	23.2756

Police Department - Schedule IV					Effective 7/1/2022	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5
PD-1	765.8345	808.1831	850.5316	892.8559	935.2286	977.5770
PD-2	19.1459	20.2046	21.2633	22.3214	23.3807	24.4394

Police Department - Schedule IV					Effective 7/1/2023	
Class	Min.	Step 1	Step 2	Step 3	Step 4	Step 5
PD-1	804.1263	848.5923	893.0581	937.4987	981.9900	1026.4559
PD-2	20.1032	21.2148	22.3265	23.4375	24.5498	25.6614