MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF LUDLOW AND THE NATIONAL CORRECTIONAL EMPLOYEES UNION (Dispatch unit)

The parties hereby agree to amend the current collective bargaining agreement in the following manner subject to ratification by the Union Body and approval by the Town of Ludlow Board of Selectmen. All monetary terms shall be retroactive to July 1, 2024.

1. ARTICLE 6 - WAGES & MERIT INCREASES

- .01 See Attachment A Compensation Wage Schedule. This Compensation Wage Schedule shall be increased as follows: 3% effective July 1, 2024, 3% effective July 1, 2025, and 3% effective July 1, 2026.
- Step increases 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.
- .03 For hours that an employee actually works outside of the regular day shift, there shall be a shift differential of 60 cents per hour for the second shift, and 90 cents per hour for the third shift.

2. ARTICLE 8 - WORK SCHEDULES & OVERTIME

- .01 The regular work shifts, inclusive of a one-half(½) hour paid 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 shall be entitled to take a paid meal break within the first six (8) hours of the employee's shift. Employees will work a 4 & 2 schedule (4 days on followed by two days off).
- O2 Employees may be required to work overtime. An employee shall receive overtime pay at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked in excess of their regularly scheduled work hours. 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 Chiefs

designee. Approvals shall not unreasonably be denied. Employees who work extra hours during Festa shall be paid at the rate of double time.

3. 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 1st and Christmas is celebrated on December 25th), and on these days, full-time employees shall receive one day holiday pay. Employees required to work the holiday will be paid at one and one-half (1½) times the straight time rate of pay in addition to their holiday pay.

New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, 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 and will be paid at one and one-half (1½) times the straight time rate of pay for working on the holiday.

4. 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.
- 03. Full-time employees will be compensated for their regularly scheduled annual hours in twenty-six (26) equal installments based upon an average of 37.50 regular scheduled work hours per week and an average of 75 regularly scheduled work hours bi-weekly (1,950 regularly scheduled annual hours), with an employee's regular schedule totaling either 32 hours per week or 40 hours per week, depending upon where they fall in the cycle. The bi-weekly compensation shall be calculated by multiplying the employees' base hourly

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rate (including shift differential, if applicable) by 75 hours. All hours worked outside of their regularly scheduled hours during each pay period shall be compensated at the rate of time and one-half the employee's regular hourly rate and paid in addition to the regular bl-weekly pay. The parties agree that the weekly rate set forth in the wage scale below accurately reflects total weekly compensation based on the calculation of average hours worked and waive any claims to the contrary.

5. ARTICLE 25- DURATION AND RENEWAL

Derek DeBarge, Chairperson

This Agreement shall remain in effect from July 1, 2024 through and including June 30, 2027.

TOWN OF LUDLOW:

NATIONAL CORRECTIONAL EMPLOYEES UNION

By: _____

Christopher Murphy, President

Date: 1/13/25

Ashlee Goncalves, Local President

Date: 1/3/25