

AGREEMENT BETWEEN
TOWN OF LUDLOW, MASSACHUSETTS

AND

THE LUDLOW ASSOCIATION OF
TOWN OFFICE SUPPORT STAFF

JULY 1, 2022 through JUNE 30, 2025

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**AGREEMENT BETWEEN
TOWN OF LUDLOW, MASSACHUSETTS
AND
THE LUDLOW ASSOCIATION OF
TOWN OFFICE SUPPORT STAFF**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made as of the 1st day of July 2021 by the Board of Selectmen of the Town of Ludlow and The Ludlow Association of Town Office Support Staff.

ARTICLE 1 - PREAMBLE

Recognizing that our prime purpose is to provide service of the highest possible quality to the Town of Ludlow, and that good morale within the bargaining unit is essential to the achievement of that purpose, we the undersigned parties to this contract declare that:

- .01 Under the Laws of Massachusetts, the Board of Selectmen elected by the citizens of Ludlow, has final responsibility for establishing the policies of the Town.
- .02 The Board of Selectmen (hereinafter referred to as the Selectmen) has the responsibility for carrying out the policies so established by the Town.
- .03 The bargaining unit members have the responsibility for providing work and service of the highest possible quality.
- .04 Fulfillment of these respective responsibilities can be facilitated and supported by consultation between the Selectmen, respective Boards and/or Department Heads in the formulation and application of policies relating to wages, hours, standards of productivity and performance, and other conditions of employment.
- .05 To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE 2 - RECOGNITION

The Board of Selectmen recognizes the Association as the exclusive bargaining representative for all employees in the unit consisting of all full-time and regular part-time clerical employees, and, pursuant to Labor Relations Commission case CAS-3435, the following Council on Aging positions: Activities Director, Program Coordinator, Receptionist/Dispatcher, Cook, and Van Driver.

ARTICLE 3 - 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.

ARTICLE 4 - NEGOTIATION PROCEDURES

- .01 Any new contract so negotiated will apply to all bargaining unit members and will be in writing and signed by the Selectmen and the Association.
- .02 Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the Classification Plan By-Law and the Compensation Plan in force on said date, shall continue to be applicable during the terms of this Agreement.
- .03 By mutual agreement, the parties to this Agreement may, during the period of its existence, negotiate changes. However, neither party is under any obligation to do so, nor the refusal of either party to do so shall not become the subject for unfair labor practices. However, if by mutual agreement changes are negotiated, said changes shall be written, signed, and made an integral part of this Agreement, and subject to all conditions and terms of this Agreement. The Town will not make any changes in mandatory subjects of bargaining without giving the Union notice and an opportunity to bargain as required by law.

ARTICLE 5 - ASSOCIATION DUES

- .01 The employer agrees to deduct Association dues in equal amounts from each pay period as determined by the Association in accordance with Association Bylaws.
- .02 Every member of the Association must file with the Town Treasurer an authorization form for said deductions.
- .03 Association members may withdraw from the Association at any time providing said member notifies the Association and the Town Treasurer in writing, at least sixty (60) days in advance of his/her withdrawal date.
- .04 The employer shall make deductions required herein and shall remit the aggregated amount deducted to the treasurer of the Association 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 6 - GRIEVANCE PROCEDURE

- .01 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions of those problems which may arise from time to time and affect the conditions of employment of the employees covered by this Agreement. The Selectmen and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved, at the procedure level involved. Action of a grievance may be initiated by the Association or an employee individually.
- .02 A grievance shall mean a complaint of an actual or supposed violation, misinterpretation, or inequitable application of any of the 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, and every level may, however, be extended by mutual agreement.

LEVEL ONE: The aggrieved employee shall discuss the grievance with his/her respective Board or Department Head.

LEVEL TWO: The Union representative and/or the employee will meet with the Selectmen.

LEVEL THREE: If levels one and two have not resolved the grievance to the satisfaction of the employee, the grievance shall be presented in writing to the Selectmen who shall act on said grievance within fifteen (15) calendar days of said notice of grievance.

LEVEL FOUR: Upon receipt of the notice of grievance at a regular meeting, or ten (10) days after receipt, whichever is sooner, the Selectmen will notify the employee, in writing, to attend a Selectmen's meeting mutually convenient to both parties within the fifteen (15) calendar day period, or take any other appropriate action thereto which shall be presented in writing to the employee.

LEVEL FIVE: In the event that the Association is not satisfied with the disposition of the grievance at level four, or in the event no decision has been rendered within the fifteen (15) day calendar period after they have first met with the Selectmen, the Association shall forthwith submit the grievance to the American Arbitration Association for disposition. The expense of such arbitration shall be shared equally by the Selectmen and the Association and the award made shall be final and binding on the Selectmen and the Association and the aggrieved member of the Association.

If the grievance is of a private nature, levels one and two may be waived, and the employee may go directly to the Selectmen, with the Association in attendance.

- .04 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. This shall not alleviate the arbitrator's responsibility to render a written statement within thirty (30) days as to his reasons why he had no power to rule. 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 of this Agreement, or any state law.

ARTICLE 7 - 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 Board of Selectmen 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 If there is a reduction in accordance with this section in the number of LATOSS-4 positions, an employee so affected shall have the right, if qualified, to be transferred to a vacant position in that classification, or if no position is available to replace the LATOSS-4 with the least seniority, if the laid-off employee has more seniority than that of the least senior LATOSS-4. The LATOSS-4 so replaced shall have the right, if qualified, to replace the LATOSS-3 with the least seniority, if the seniority of such LATOSS-3 is less than that of the bumping LATOSS-4.
- .03 If there is a reduction in accordance with this section in the number of LATOSS-3 positions, an employee so affected shall have the right, if qualified, to be transferred to a vacant position in that classification, or if no position is available to replace the LATOSS-3 with the least seniority, if the laid-off employee has more seniority than that of the least senior LATOSS-3. The LATOSS-3 so replaced shall have the right, if qualified, to replace the LATOSS-2 with the least seniority, if the seniority of the LATOSS-2 is less than the seniority of the bumping LATOSS-3.
- .04 If there is a reduction in accordance with this section in the number of LATOSS-2 positions, an employee so affected shall have the right, if qualified, to be transferred to a vacant position in that classification, or if no position is available to

replace the LATOSS-2 with the least seniority, if the laid-off employee has more seniority than that of the least senior LATOSS-2. The LATOSS-2 so replaced shall have the right, if qualified, to replace the LATOSS-1 with the least seniority, if the seniority of the LATOSS-1 is less than the seniority of the bumping LATOSS-2.

- .05 If, in the administration of this paragraph, an employee who has the right to replace an employee in the next lower classification cannot do so because such employee is less senior than the least senior employee in that classification, then such an employee shall have the right, if qualified, to replace the employee in the next lower classification in which the least senior employee has less seniority than said employee with replacement rights under this section.
- .06 For the purpose of this Agreement, seniority shall mean the length of continuous employment with the Town of Ludlow. Qualified shall mean ability to perform in the position. The Board of Selectmen will prepare a list of seniority dates of members of this unit, and will forward such seniority list to the president of the association by July 1 of each year, current as of such date. Seniority shall be computed in hours of service.
- .07 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, and a permanent full-time employee may replace a less senior part-time employee provided the part-time schedule is worked, provided further however, that all reductions in force and so-called bumping rights are subject to the provisions of paragraph .01 of this Article.

ARTICLE 8 - PAY STATUS DEFINED

- .01 Whenever the term "PAY STATUS" is used in this Agreement, it shall mean that period during which the employee is receiving compensation from the Town.

ARTICLE 9 - MERIT INCREASES

- .01 Merit increases may be granted after an employee has been in the 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.

ARTICLE 10 - VACANCIES AND/OR NEW JOB OPENINGS

- .01 Vacancies and/or new job openings: notice of vacancies of positions covered under this contract and/or new job openings shall be submitted in writing by the employer to the Association. Said vacancies and/or new job openings shall be

kept open for a period of seven (7) calendar days from notification. Present staff members interested shall apply in writing within that seven (7) calendar day period. The Town agrees to wait seven calendar days from notification to the Union of a vacancy or job opening before it advertises for external candidates. Advertisement includes newspaper and other print media notices, digital postings and Town bulletin board postings.

- .02 Present staff members may apply for transfer at the time of announcement of vacancies and/or new job openings. Transfers will be made subject to the approval of the Boards and/or Department Heads, which may be affected by the transfer. Disapproval by either Department Head is not cause for grievance.
- .03 All appointments shall be subject to a probationary period of six (6) months duration.
- .04 PROMOTION: A promotion shall be defined as:

FULL-TIME: Moving from one grade level to the next grade level, an employee shall enter on that step of the new grade level that provides the employee with a 4% increase in pay over what the employee had been earning prior to promotion. A higher step in the new grade level may be attained only with the approval of the Human Resources Department.

PART-TIME: Moving from a part-time position to a full-time position on the same grade level and/or higher grade level, an employee shall enter on that step of the new grade level that provides the employee with a 4% increase in pay over what the employee had been earning prior to promotion. A higher step in the new grade level may be attained only with the approval of the Human Resources Department.

ARTICLE 11 - ON DUTY REQUIREMENT

- .01 In the event an employee is directed by his/her Board and/or Department Head to work beyond regularly scheduled working hours, that employee shall be compensated as follows:
 - a) Full-time employees in pay status (35 or 40 hour regular work weeks) shall be compensated at the rate of time and one-half the employee's regular hourly rate or time and one-half compensatory time, for each hour actually worked in excess of the employee's regular work week without any days off; days off include sick days, vacation days, and personal days; provided however, that an employee required to work a night meeting in excess of the employee's 35 to 40 hour regular work week shall be entitled to overtime pay for such night meeting even if the employee has used a day off that work week.
 - b) Full-time employees may accrue up to thirty-five (35) hours of compensatory time. The use of compensatory time shall be at a time mutually acceptable to the employee and the Department Head.

ARTICLE 12 - 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, employee comments. Forms to be utilized shall be presented to the Union for comment and discussion prior to final implementation.

ARTICLE 13 - CROSS-TRAINING AGREEMENT

- .01 The Union and the Town agree to cooperate in designing and implementing a cross-training program. While the specifics will be mutually agreed upon, they will include guidelines for selecting who is to be cross-trained, who should help with the training, when and how long the training should take place, and under what circumstances employees will be called upon to help out in other Town departments.
- .02 This is to be a voluntary program which will be mutually beneficial to employees and the Town. Cross-trained employees will be more valuable when skills are acquired to help out temporarily in other departments.

ARTICLE 14 - VACATIONS

- .01 Every employee occupying a full-time position or a permanent part-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. No additional day at 25 years; maximum vacation is twenty-five (25) days.

.02 Such vacation shall be granted by the head of the respective department of the Town at such time as in his or her opinion will cause the least interference with the performance of the regular work of the Town. 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 five (5) days of vacation due to a department's busy work schedule, up to one week of vacation may be carried over for up to ninety days into the employee's next anniversary year by mutual agreement with the Department Head.

Permanent part-time employees shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment.

.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 years at twenty hours per week and then for six years on a full-time basis will be deemed to have ten years continuous service and would be entitled to twenty (20) days vacation.)

ARTICLE 15- HOLIDAY PAY

- .01 Regular full-time employees shall be granted the following holidays at full pay.
- .02 Permanent part-time employees shall be granted a paid holiday in the amount of their regularly scheduled work day if the holiday falls on their regularly scheduled day of work.
- .03 The holidays named are as follows:

New Year's Day	July 4 (Independence Day)
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriots' Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

- .04 The foregoing twelve (12) paid holidays will be granted regardless of when they fall. Saturday holidays will be observed on the Friday preceding the holiday. Sunday holidays will be observed on the Monday following the holiday.
- .05 Except in an emergency, employees scheduled to work on December 24th, will be released after completing one-half day of work that day. Except in an emergency, employees scheduled to work on December 31st, will be released after completing one-half day of work that day.
- .06 The day after Thanksgiving (if said holiday remains fixed on Thursday) shall be a day off with pay for those employees regularly scheduled to work on Fridays, except for those employees required by their Department Head or the Town Administrator to work on said day. An employee who is required to work the day after Thanksgiving will be provided another floating holiday, which must be utilized within the ninety-day period following Thanksgiving, at a time agreeable to the supervisor. Regardless of how many members may choose to work the day after Thanksgiving, only one-half of the work force will be given the second floating holiday.
- .07 If an employee is required to work on any of the following holidays:
- New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day,
Thanksgiving Day, Christmas Day
- said employee shall be compensated at the rate of double the employee's regular rate or double compensatory time, at the option of the employee, for each hour worked. If the employee chooses compensatory time, said time to be taken at the earliest possible convenience of both parties.
- .08 If an employee is required to work on any of the following holidays:
- | | |
|------------------------|--------------|
| Martin Luther King Day | Juneteenth |
| President's Day | Columbus Day |
| Patriots' Day | Veterans Day |
- said employee shall be compensated by equal time off, at the earliest convenience of both parties.
- .09 Half day holidays authorized by executive order shall be observed without loss of pay. However, only those persons at work and working shall be eligible for the full day's pay.
- .10 No holiday pay will be allowed if an employee is absent the work day, or any portion thereof, immediately preceding or following the holiday unless on preauthorized leave or unless a doctor's note is provided if the absence is based on sickness.

ARTICLE 16 - LONGEVITY

- .01 Longevity shall be paid to all employees who qualify under the following provisions:

To be eligible to receive this benefit, the service to the Town must be continuous and in pay status as a permanent full-time employee, with the exception that sick leave, pregnancy, and military leave shall not disqualify the employee. This longevity to be compiled using the employee's permanent full-time anniversary date as the date for computing length of service. Payment to be made within one (1) month of that date.

After five (5) continuous years employment in pay status	\$300
After ten (10) continuous years employment in pay status	\$500
After fifteen (15) continuous years employment in pay status	\$750
After twenty (20) continuous years employment in pay status	\$1200
After twenty-five (25) continuous years employment in pay status	\$1500

- .02 Permanent part-time employees working a minimum of twenty (20) hours per week shall be entitled to longevity after five (5) years of service in the ratio that follows:

After five (5) years of continuous employment	\$150
After ten (10) years of continuous employment	\$275
After fifteen (15) years of continuous employment	\$400
After twenty (20) years of continuous employment	\$600
After twenty-five (25) years of continuous employment	\$750

Part-time eligibility date commences with the date that said clerk started to work the twenty hours. To be eligible to receive this benefit, the service to the Town must be continuous and in pay status as a permanent part-time employee, with the exception that sick leave, pregnancy, and military leave shall not disqualify the employee.

ARTICLE 17 - WORKING OUT OF GRADE

- .01 A permanent employee who is directed by the Department Head, Town Administrator, or Human Resources Director to substitute for another employee in a position with a higher LATOSS classification shall be compensated at the higher of the difference in pay or \$10.00 per seven hour day. An employee who is not directed to perform work out of grade will not be disciplined for not performing such work.

- .02 The out of grade compensation for the Senior Clerk - DPW, when directed to substitute for the Business Administrator, shall be \$15.00 per seven (7) hour day.
- .03 The out of grade compensation for any LATOSS-11I or LATOSS-IV bargaining unit member when directed to substitute for their respective Department Head, shall be an additional \$20.00 per seven (7) hour day.
- .04 Said working out of grade increases shall commence after the first hour of the first day and continue throughout the acting out of grade period.

ARTICLE 18 - PERSONAL DAY/EMERGENCY, LEGAL, OR BUSINESS LEAVE

- .01 Regular full-time and permanent part-time employees working twenty (20) hours per week or more shall be granted three (3) personal days per year, with full pay, subject to three (3) working days advance notice to and approved by the Board and/or Department Head; said day to be taken at the discretion of the employee at a time which will cause the least inconvenience with the work of that employee's department; said days may be converted to three (3) emergency, legal, or business days with full pay, requiring approval of the Board and/or Department Head. A day taken for emergency purposes shall not require prior notice. 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. That personal day must be used, if at all, before the employee's first anniversary date of hire unless prevented by operational needs. If the employee is not allowed to take such personal day before the employee's anniversary date, the time for taking such day shall be extended for an additional ninety (90) days. After working continuously for one year, the employee will be entitled to one (1) additional personal day. Thereafter, on July 1st of each year, the employee shall be credited with three (3) personal days.
- .03 Leave under this Article may be taken in one-half (1/2) hour increments.

ARTICLE 19 - ABSENTEEISM BONUS PLAN

- .01 After successful completion of a six (6) month probationary period, regular full-time and permanent part-time employees working at least twenty (20) hours per week or more, who have completed one hundred twenty (120) consecutive calendar days of employment without an absence due to paid or unpaid sick leave, shall have the following optional benefit choice:
 - a) Payment of one (1) day straight time wages, or
 - b) One (1) personal day, to be taken by the employee when mutually convenient with his/her supervisor.

- .02 The employee will elect his/her choice of option within ten (10) work days after completing his/her one hundred twenty (120) consecutive calendar days of employment, and will do so in writing to his/her immediate supervisor. If a personal day is chosen, it may be carried over for up to ninety (90) days into the following fiscal year; prior approval of the Department Head is required as to the day such personal leave is to be taken off.

ARTICLE 20 - LEAVES OF ABSENCE

- .01 Leaves of absence shall be granted to employees in the Town of Ludlow under conditions hereinafter as set forth in this article. Leaves of absence not specifically covered by this article shall be subject to discretionary approval by the respective Boards and/or Department Heads.

.02 Leaves of Absence with Pay

- a) **MEDICAL LEAVE:** Employees in the Town of Ludlow shall be granted medical leave under conditions hereinafter specified.

1. Leaves shall be granted for illness or disability or pregnancy as required by law.
2. Regular full-time clerks shall earn the right to full pay for sick leave at the rate of one and one-quarter (1 1/4) days of sick leave per month. Unused sick leave may accumulate as follows: 210-day limit.

Certification of personal illness may be required at the discretion of the Department Head. 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/her physician, if an employee is absent for any three working days in a calendar month, he/she will not be credited with his/her sick leave allowance for that month.

3. Permanent part-time employees shall earn the right to full pay for sick leave at the rate of .0575 of qualified hours in pay status and credited to the nearest quarter hour. Unused sick leave may accumulate to two-hundred (200) days. Certification of personal illness may be required at the discretion of the Department Head.

Sick leave benefit will only be earned on those weeks where the employee was in pay status for at least twenty (20) hours.

4. Permanent part-time employees who become full-time employees shall earn the right to full pay for sick leave at the same rate as the

full-time employees without being subjected to a second waiting period.

5. Medical leaves of absence may be granted for personal illness or disability if approved by the Department Head. Compensation for such approved leave of absence shall be deducted from the accrued sick leave time.
6. The Department Head shall keep a permanent record of all sick leaves granted.
7. When an employee is initially hired, he/she shall not be credited his/her sick leave until he/she has been employed for one (1) month.
8. Upon death or retirement, if an employee has at least 50 unused sick days accrued, the Town will pay the employee (or the employee's estate or legal representative) twenty dollars (\$20.00) for each unused sick day to a maximum of 250 days, or not more than \$5000.00.
9. Leave under this Article may be taken in one-half (1/2) hour increments.

.03 Sick Leave Bank

Employees are entitled to utilize the sick leave bank provisions of the Personnel Policy Manual.

.04 Family_Leave

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the immediate family, if living within the same dwelling. "Immediate family" defined - father, mother, spouse, son, daughter, sister, brother, mother-in-law, and father-in-law.

.05 Bereavement Leave

An employee may take paid bereavement leave for the purpose of arranging for and attending the funeral of the employee's immediate family in accordance with this policy. If the family member was a parent, spouse, child, sibling, grandparent, grandchild, mother-in-law or father-in-law, then regular full-time employees may take up to five (5) days leave, and regular part-time employees may take up to three (3) days leave, provided that such days are the employee's regular working days. If the death in the employee's family was that of a brother-in-law, sister-in-law, uncle or aunt, or niece or nephew, then regular full-time employees may take up to three (3) days leave and regular part-time employees may take up to one (1) day of leave, provided that such day(s) are the employee's regular working day.

The Town reserves the right to request documentation substantiating the use of bereavement leave.

.06 Jury Duty

An employee required to serve as a grand or traverse juror in a federal court, or in the courts of the Commonwealth of Massachusetts, shall be granted leave for the duration of such service and shall receive from the Town of Ludlow the difference between his/her regular salary and the compensation received as a juror, exclusive of any travel or other allowances.

ARTICLE 21 - LEAVES OF ABSENCE WITHOUT PAY

.01 Parental Leave - Employees shall be granted parental leaves in accordance with the provisions of Massachusetts General Laws c. 149, §105 D, a copy of which will be attached to this Agreement.

.02 Special Leave - Employees may, subject to Board and/or Department Head approval, be granted special leaves of absence not to exceed sixty (60) days, for reasons of personal convenience or accommodations under conditions hereinafter specified.

- a) Such a request for leave will be in writing to the respective Board and/or Department Head.
- b) In making such a request, at least fifteen (15) days must be allowed before such anticipated leave.
- c) There will be no accrual of benefits while on special leave.

ARTICLE 22 - WORKER'S COMPENSATION

.01 An employee, when disabled by an accident or injury arising from his/her employment, is entitled to file for benefits under worker's compensation.

.02 Any injury must be immediately reported to the supervisor.

.03 The report of injury shall be completed in triplicate and one copy shall be retained in the employee's personnel file and one copy forwarded to the worker's compensation agent as soon as practicable.

.04 Combining worker's compensation with sick leave or vacation:

- a) Where the injured clerk's compensation is less than his/her average weekly wage, and he/she has unused vacation and/or sick leave to his/her credit,

he/she may request that he/she be paid such of his/her vacation and/or sick leave allowance as, when added to the amount of disability compensation, will result in the payment to him/her of his/her regular weekly salary or wages. The allowance over and above the injury compensation will be proportionately charged to vacation and/or sick leave on the payroll.

- .05 Reporting Injuries - Any injuries sustained in the line of duty must be reported, if the employee is physically able, to his/her immediate supervisor during the shift in which the injury occurred and the accompanying accident report must be submitted within twenty-four (24) hours of said injury.

ARTICLE 23 - INSURANCE, LIFE AND MEDICAL

- .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 agreed to by all other bargaining units. 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.
- .02 All insurance payments shall be deducted from the employee's pay in equal installments based on the employee's regular pay periods.
- .03 It is agreed that if any court decision from a court of final jurisdiction is rendered on cases involving the Town and its employees with regard to disagreements over the negotiability and funding of health insurance and health insurance premiums, the parties will forthwith re-open negotiations to deal with the impact of such a decision on the parties.
- .04 It is agreed between the parties that the Town may change health insurance coverage to a single vendor provider offered through MIIA or its equivalent.
- .05 The Union, agrees to reopen the Agreement for negotiations on proposed health insurance changes each fiscal year upon the request of the Town with 30 days prior written notice.
- .06 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.

ARTICLE 24 - PAYMENT OF WAGES

- .01 Biweekly payment of wages may be implemented by the Town within 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 25 - 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 26 - 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 27 - DISTRIBUTION OF CONTRACT

- .01 The Town of Ludlow will pay for copies and be responsible for the distribution of this Agreement to each member of the Association, including new hires.

ARTICLE 28 - WAGES AND INCREMENT STEPS

- .01 See Attachment B - Compensation Wage Schedule.

ARTICLE 29 - MID-TERM RECLASSIFICATIONS

- .01 Mid-Term reclassifications, if any, shall be in accordance with the following procedure: (1) if reclassification is sought by the Department Head, notice shall be given to the Union, Human Resources, and Board of Selectmen; (2) if reclassification is sought by the Union, on behalf of the membership or a particular employee, notice shall be given to the appropriate Department Head and to the Board of Selectmen; (3) the Board of Selectmen will review the information in support of the reclassification

request presented by the Department Head or the Union, as the case may be and will make a decision in a timely manner; (4) all reclassifications are subject to the approval of the Board of Selectmen. A decision by the Board of Selectmen to deny a reclassification request shall not be subject to the grievance procedure or to any further review; (5) if the Board of Selectmen decides in its discretion to approve a reclassification request, such approval is subject to Town Meeting action to appropriate sufficient funds for the reclassification if needed.

ARTICLE 30 - DRUG TESTING

- A. **Probationary Employees-** Employees may be tested once during the probationary period at such time as may be determined by management.
- B. **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.
- C. **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.

- D. **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 Town Administrator (or in his absence his/her designee) and one member of the Board of Selectmen review the matter and agree that such testing is justified. If the employee so requires, 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/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 weighed in determining the presence or absence of reasonable suspicion.
- E. **Procedures:**
 - 1. 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.

2. 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.
3. 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.
4. 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 any and all reports, logs, samples and/or any other related materials if and when requested.
5. 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.
6. The employee to be tested will be notified of the test requirement 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.

7. 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 that is positive, confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.
8. 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.

F. Prohibited Conduct.

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

- G. 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 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.

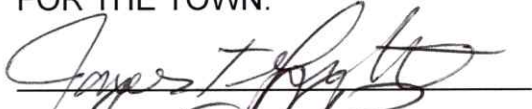
ARTICLE 31 - DURATION AND RENEWAL

- .01 This Agreement shall remain in effect July 1, 2022 through and including June 30, 2025.
- .02 Either party wishing to modify this Agreement shall send to the other party, by certified mail return receipt requested, notice of its intent to modify this Agreement on or before April first 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.

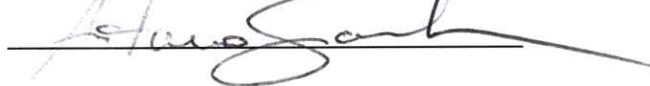
Executed by the duly authorized representatives of the Town and the Union.

This Agreement is entered into this _____ day of _____.

FOR THE TOWN:

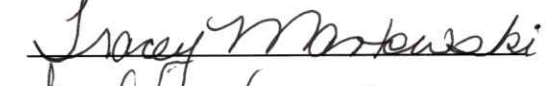






Date: 10.17.23

FOR THE UNION:


Date: 12-12-23