

AGREEMENT BETWEEN
TOWN OF LUDLOW, MASSACHUSETTS
AND
LUDLOW BOARD OF HEALTH NURSES
ASSOCIATION
JULY 1, 2022 through JUNE 30, 2025

TABLE OF CONTENTS

ARTICLE		PAGE NUMBER
1	RECOGNITION	4
2	NON-DISCRIMINATION	4
3	MANAGEMENT RIGHTS	4
4	GRIEVANCE & ARBITRATION PROCEDURE	6
5	NO STRIKE/NO LOCKOUT PROVISION	7
6	HOLIDAY PAYMENT OF WAGES	8
7	SICK LEAVE	8
8	PAY STATUS DEFINED	9
9	VACATIONS	9
10	LONGEVITY	10
11	FUNERAL LEAVE	11
12	ALLOWANCES	12
13	CONFERENCES/SEMINAR TRAINING ALLOWANCE	12
14	PERSONAL EMERGENCY LEAVE	12
15	LEAVE OF ABSENCE WITHOUT PAY	13
16	REPORTING INJURIES	13
17	OVERTIME (SUBJECT TO ARTICLE 27)	13
18	JURY PAY	14
19	MERIT INCREASES	14
20	BI-WEEKLY PAYMENT OF WAGES	14
21	WAGES & INCREMENT STEPS	14

22	DRUG TESTING	15
23	ENTIRE AGREEMENT PROVISION	17
24	SAVINGS CLAUSE	17
25	POSTING OF VACANCIES	18
26	REDUCTIONS IN FORCE	18
27	INCENTIVE PROGRAM	18
28	FILLING IN FOR OTHERS	18
29	INSURANCE	19
30.	CAREER INCENTIVE	19
31	DURATION OF AGREEMENT	19

AGREEMENT BETWEEN
TOWN OF LUDLOW, MASSACHUSETTS
AND
LUDLOW BOARD OF HEALTH NURSES ASSOCIATION

PREAMBLE

This Agreement entered into by the Town of Ludlow (hereinafter referred to as the "Employer" or "Town") and the Ludlow Board of Health Nurses Association (hereinafter referred to as the "Union" or "Association") has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

- .01 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and permanent part-time employees who work fifteen (15) hours or more per week for the Health Department.
- .02 The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

ARTICLE 2 - NON-DISCRIMINATION

- .01 Allegations of discrimination must be brought before the appropriate state or federal court or administrative agency with proper jurisdiction and not as a grievance.

ARTICLE 3 - MANAGEMENT RIGHTS

- .01 The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the department covered by this Agreement in all its various aspects, including but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Town's right to determine its mission and set standards and service offered to the public; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the Department or by the employees of the Town; to assign and transfer employees; to hire, promote, demote employees and to suspend, discipline or discharge employees for just cause; to lay off employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; and to change methods, equipment or facilities, except that the Town in exercising its rights shall not violate the terms and provisions of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department.

By way of example, but not limitation, the Town 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 assigned to an organizational unit, work project, or to any location, task, vehicle, building, or facility;
- to determine the methods, means, and personnel by which the Department's operations are to be carried;
- 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;
- for legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where the Town believes that continuation of such work would be less efficient, less productive or less economical;
- 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 enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

The Town 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 Association from filing a grievance concerning a violation of a specific provision of this Agreement. However, where no specific provision of the Agreement limits its ability to act, the Town may exercise its rights under this Article without having such actions subject to the grievance procedure.

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 Agreement is silent, the Town retains the right to make changes but only after prior consultation with the Association, involving notice and opportunity to bargain, if the Association 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. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

ARTICLE 4 - GRIEVANCE & ARBITRATION PROCEDURE

.01 Any grievance which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1 The Association representative, with or without the aggrieved employee, shall take up the grievance in writing (specifying the provision of the Agreement allegedly violated and the remedy required) with the employee's immediate supervisor within five (5) calendar days of the date of the grievance or the knowledge (or when the employee or Association should have known) of its occurrence. The Supervisor, if so authorized, shall attempt to adjust the matter and shall respond to the Association representative within five (5) calendar days.

STEP 2 If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing within fifteen (15) calendar days after the response of the immediate supervisor was due. The Board of Selectmen shall respond in writing within fifteen (15) calendar days from receipt of the grievance notice. Failure by the Board of Selectmen to reply within this period shall be construed as a decision unfavorable to the grievant.

STEP 3 If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Board of Selectmen was due, by written notice to the other, request arbitration from the Massachusetts Board of Conciliation and Arbitration. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association.

- .02 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 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 law or municipal bylaw.

ARTICLE 5 - NO STRIKE/NO LOCKOUT PROVISION

- .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.

It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Association agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Ludlow. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Association agrees to take positive affirmative steps with the employees concerned and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operations of Town services.

ARTICLE 6-HOLIDAY PAYMENT OF WAGES

- .01 Regular full-time employees shall be granted the following named paid holidays, if said holiday falls during an employee's regularly scheduled work day, or if said holiday falls on a Sunday and is celebrated on a regularly scheduled work day.
- .02 Regularly scheduled permanent part-time employees shall be granted a paid holiday equaling the number of hours in ratio to their regularly scheduled work day.
- .03 The above mentioned named holidays are:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriots Day	Columbus Day	
	Juneteenth	

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 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 (90) day period following Thanksgiving, at a time agreeable to the employee and the Department Head.

- .04 The above mentioned ~~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 Half-holidays authorized by executive order shall be observed without loss of pay. However, only those employees at work and working shall be eligible for payment in ratio to their regularly scheduled work day. Work hours the day before Christmas will be governed by Town Hall policy.
- .06 Holiday pay will be forfeited if an employee is absent the work day preceding a holiday or the work day following a holiday without the prior consent of the Department Head. If an employee has been on sick leave three (3) days prior to the holiday or for two (2) working days following the holiday, said employee shall be entitled to the holiday pay. Certification of illness may be requested at the discretion of the Department Head.

ARTICLE 7 - SICK LEAVE

- .01 After thirty (30) days of employment, full-time employees shall earn full pay for personal illness at the rate of one and one quarter (1¼) days sick leave per month to a maximum accumulation of one hundred and eighty-five (185) days.

- .02 Certification of personal illness will not normally be required unless the Department Head has cause to suspect sick leave abuse, or the likelihood of illness requiring Town examination of the employee.
- .03 Permanent part-time employees shall earn the right to full pay for sick leave as per the Personnel Policy Manual Unused sick leave may accumulate to one hundred and eighty-five (185) days. Said permanent part-time employees must work thirty (30) days before sick leave benefits commence. 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.
- .04 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 or her physician, if an employee is absent for any three working days in a calendar month, he or she will not be credited with his or her sick leave allowance for that month.
- .05 Upon death or retirement, the Town will pay the employee (or his or her estate or legal representative) twenty dollars (\$20.00) for each day of unused accumulated sick leave to a maximum of one hundred (100) days, or not more than two thousand dollars (\$2,000.00).
- .06 Sick leave may be taken in one-hour increments.

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 - VACATIONS

- .01 All employees working a regular full-time week or a permanent part-time week shall be granted an annual vacation with pay in ratio to their work schedule as follows:
 - a) Six (6) months but less than one (1) year continuous service in pay status allowed one (1) week vacation.
 - b) One (1) year but less than five (5) years continuous service in pay status allowed two (2) weeks' vacation.
 - c) Over five (5) years continuous service in pay status allowed three (3) weeks' vacation.

- d) Ten (10) or more years continuous service in pay status allowed four (4) weeks' vacation.
 - e) Twenty (20) years continuous service in pay status, allowed four (4) weeks and one (1) day vacation.
 - f) Twenty-one (21) years continuous service in pay status allowed four (4) weeks and two (2) days' vacation.
 - g) Twenty-two (22) years continuous service in pay status allowed four (4) weeks and three (3) days' vacation.
 - h) Twenty-three (23) years continuous service in pay status allowed four (4) weeks and four (4) days' vacation.
 - i) Twenty-four (24) years continuous service in pay status allowed four (4) weeks and five (5) days' vacation.
- .02 Said vacation time shall be granted by the Department Head 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. Provided however, that up to one week of vacation may be carried over for up to ninety (90) days into the next year in order to meet the scheduling needs of the Department. Permanent part-time employees shall be entitled to an amount of vacation in ratio that their part-time employment bears to full-time employment.

- .03 For the purpose of determining eligibility, a year is defined as starting on the anniversary date of employment.

ARTICLE 10 - LONGEVITY

Regular full-time employees and regular part-time employees who routinely work a minimum of twenty (20) hours per week. Eligible employees may receive longevity pay on an annual basis in accordance with this policy. The amount of longevity pay is determined by an employee's length of service and is computed annually on the employee's date of hire anniversary. An employee must complete in full the relevant year of service to receive longevity pay (i.e., longevity pay is not pro-rated for partial years of service).

For regular full-time employees, the employee is eligible to receive the following:

- After five (5) years of continuous employment: \$250.00 each year for anniversary years 5 through 9.
- After ten (10) years of continuous employment: \$500.00 each year for anniversary years 10 through 14.
- After fifteen (15) years of continuous employment: \$750.00 each year for anniversary years 15 through 19.
- After twenty (20) years of continuous employment: \$1000.00 each year for anniversary years 20 through 24.
- After twenty-five (25) years of continuous employment: \$1500.00 each year for anniversary year 25 and each full year worked thereafter.

Effective 7/1/2020

For regular part-time employees who regularly work a minimum of twenty (20) hours per week on average, longevity pay is paid as follows:

- After five (5) years of continuous employment: \$200.00 each year for anniversary years 5 through 9.
- After ten (10) years of continuous employment: \$300.00 each year for anniversary years 10 through 14.
- After fifteen (15) years of continuous employment: \$400.00 each year for anniversary years 15 through 19.
- After twenty (20) years of continuous employment: \$500.00 each year for anniversary year 20 and each full year worked thereafter.

Effective 7/1/2020

ARTICLE 11 - FUNERAL LEAVE

.01 Funeral leave shall be granted to all full-time and permanent part-time employees who work a minimum of fifteen (15) hours per week without loss of pay subject to the following conditions:

- a) An employee shall be granted a maximum of five (5) days leave in the event of a death in the immediate family. Immediate family is defined as father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grandparent. The employee shall receive up to five (5) days leave provided that all such days are the employee's regular working days. Said leave shall not start before the day of death nor extend more than one day beyond the day of the funeral.
- b) If a death in the family of an employee is that of a brother-in-law, sister-in-law, grandchild or a person living with the employee and considered to be family, excluding persons living with the employee for economic consideration only,

said employee shall receive up to two (2) days leave provided that all such days are the employee's regular working days. Said leave shall not start before the day of death nor extend more than one day beyond the day of the funeral.

- c) In the event of the death of the employee's aunt, uncle, or first cousin, the employee shall be granted the day of the funeral only, provided that said day is the employee's regular working day.

ARTICLE 12 -ALLOWANCES

- .01 The Employer will reimburse each employee for the cost of renewing their nursing licenses.
- .02 The Employer will reimburse each employee for the cost of nurse's liability insurance.
- .03 The Employer will reimburse each employee fifty-five dollars (\$55.00) for the cost of AAA.

ARTICLE 13- CONFERENCE/SEMINAR TRAINING ALLOWANCE

- .01 Each employee covered by this Agreement shall be allowed to attend conferences or training seminars with approval of the Department Head or, in the absence of a Department Head, the Board of Health chairperson. Employees may be released from work without loss of pay, for not to exceed three (3) working days per year in order to attend approved seminars.

ARTICLE 14 – PERSONAL EMERGENCY LEAVE

- .01 Regular full-time employees shall be granted three (3) personal/emergency days per year in the ratio to their regularly scheduled work day. Said days are to be taken at the discretion of the employee with the approval of the Department Head when in his or her opinion said day will cause the least interference with the operation of the Department. Said days require three (3) days advance notice to the Department Head. In the event said days are taken for a genuine emergency situation, prior notice is not necessary. However, approval of the Department Head is necessary. Notwithstanding the above, a newly hired employee shall work continuously for six

(6) months before being entitled to one personal/emergency day, and continuously for one (1) year before being entitled to three personal/emergency days.

- .02 Personal/emergency leave must be taken during the fiscal year in which it is earned or be forfeited.
- .03 Personal leave may be taken in one-hour increments subject to the staffing needs of the Department.

ARTICLE 15-LEAVE OF ABSENCE WITHOUT PAY

- .01 Leaves of absence not to exceed sixty (60) days for reasons of personal convenience (but not to try a new job) may be taken under the following conditions:
 - a) A request for leave must be in writing to the Department Head.
 - b) In making said written request, at least fifteen (15) days prior notice must be given before the date of the anticipated leave.
 - c) No benefits shall accrue while on leave without pay.
- .02 An additional thirty (30) days leave without pay may be granted by the Department Head under the above mentioned conditions.

ARTICLE 16 - REPORTING INJURIES

- .01 Any injury sustained in the line of duty must be reported, if the employee is physically able, to the 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 17 - OVERTIME (SUBJECT TO ARTICLE 27)

- .01 All full-time employees covered by this Agreement shall be paid at the rate of time and one half (1½) their normal rate or time and one half (1½) compensatory time for all hours worked in excess of thirty-seven and a half (37½) hours during any regular work week. "Regular work week" is defined as a week with regular workdays on Monday through Friday without any days off, including, but not limited to, for holidays, sick days, vacation days, personal days, or town office closure.

Full-time employees may accrue up to thirty-five (35) hours of compensatory time which must be used within a 6-month period. The use of compensatory time shall be at a time mutually acceptable to the employee and the Department Head.

- .02 Compensation shall not be paid twice for the same hours.

- .03 In the event of an emergency, employees shall be expected, except for good and sufficient reasons, to report for said emergency work when requested to do so by the Department Head.
- .04 There shall be no discrimination against any employee who declines to work overtime during non-emergency situations so long as some bargaining unit member accepts such duty promptly.

ARTICLE 18 -JURY PAY

- .01 The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 19 - MERIT INCREASES

- .01 Merit increases may be granted after an employee has been in the employ of the Town for a period of one (1) year or longer and shall be spaced at one (1) year intervals based on the employee's anniversary date of employment. Said increase must be recommended by the Department Head and approved by Human Resources.

ARTICLE 20 - BI-WEEKLY PAYMENT OF WAGES

- .01 Bi-weekly payment of wages may be instituted by the Town after two (2) months advance notice in writing to the Association.

ARTICLE 21 - WAGES & INCREMENT STEPS

.01

Nurses -Schedule VII							Effective 7/1/2022	FY23
Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
N-1	27.7068	29.9368	32.1668	34.3968	36.6268	38.8568	41.0868	
Nurses - Schedule VII							Effective 7/1/2023	FY24
Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
N-1	28.2609	30.5355	32.8101	35.0847	37.3593	39.6339	41.9085	
Nurses - Schedule VII							Effective 7/1/2024	FY25
Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
N-1	28.8261	31.1462	33.4663	35.7864	38.1065	40.4266	42.7467	

The minimum step in previous contracts is now referred to as "Step 1". The wage and increment steps are now numbered Steps 1 through 7.

- .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 22 - DRUG TESTING—Amend?

- A. Probationary Employees: employees may be tested once during the probationary period at such times 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. Reasonable Suspicion: an employee may be tested once there is reasonable suspicion to test the employee. 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 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 by the Department 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.
- D. Random Testing: an employee may be tested at random for drug use, but not more often than two (2) times per calendar year. All employees will sign a form acknowledging receipt of a copy of this article and agreeing to be bound thereby.
- E. Procedures:
 - 1. Hair samples (urine samples where appropriate or blood samples when requested by the employee) 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. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.
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 a testing officer from 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, shall report to the station at the time designated for transportation to the medical facility or laboratory designated by the Department to obtain the testing sample. Hair samples may be taken at the main office.
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, a 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 this information through the use of internal confidential memoranda maintained 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 or injured on duty leave where appropriate or may be placed on unpaid leave of absence if neither sick leave or injured on duty leave is available.

ARTICLE 23 - ENTIRE AGREEMENT PROVISION

01 It is acknowledged that during the negotiations which resulted in this Agreement the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement by the parties and further any past practices affecting employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement. Notwithstanding the foregoing, Management is free to exercise its rights, including but not limited to those under the Management Rights clause of this Agreement. If it does, the Association may request bargaining upon receipt of notice of a proposed change in or affecting a mandatory subject of bargaining, whereupon the Town agrees to negotiate so long as good faith negotiations proceed to impasse or agreement.

ARTICLE 24 - SAVINGS CLAUSE

.01 Should any provisions 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.

ARTICLE 25 - POSTING OF VACANCIES

- .01 Whenever a vacancy within the unit arises which would involve a change from part-time to full-time status, or would involve an upward change in grade level, the Town agrees to notify the Association in writing, and to refrain from filling said vacancy for a period of seven (7) working days, unless an emergency exists. Within the seven (7) day period, present staff members may apply in writing to fill the vacancy. The Town agrees to consider such factors as qualifications, history of service and seniority in filling such positions, but also reserves the right to fill such a vacancy from outside applicants.

ARTICLE 26 - REDUCTIONS IN FORCE

- .01 In case reductions in force become necessary, the Town agrees to give due consideration to such factors as qualifications, history of service and seniority.

ARTICLE 27 - INCENTIVE PROGRAM

- .01 After successful completion of a six-month probationary period, any employee who has completed one hundred eighty (180) consecutive calendar days of employment without absence shall have the following optional benefit choice:
 - a. Payment of one (1) day's straight time wages, or
 - b. one (1) personal day, to be taken by the employee when mutually convenient with his or her supervisor, or

The employee will elect his or her choice of option within ten (10) work days after completing his or her one hundred eighty (180) consecutive calendar days of employment and will do so in writing to his or her immediate supervisor. If a personal day is chosen, it must be used within the fiscal year it is earned, and may not accumulate from year to year, except where the employee earns the personal day by completing the one hundred eighty (180) day cycle during the last two weeks of a fiscal year in which case the personal day may be used during the following fiscal year.

ARTICLE 28 - FILLING IN FOR OTHER ROLES

- .01 Whenever a nurse is assigned to fill in for another Health Department employee, who is not a nurse, for a whole day, he or she shall be paid an additional thirty dollars (\$30.00) per day.

- .02 Said working out of grade increases shall commence at the beginning of the eighth (8th) hour and shall be retroactive to the first (1st) hour but working out of grade increases shall not be accumulative.
- .03 The Board of Health shall be required to give written notice of working out of grade to the Treasurer and Accountant prior to compensation.

ARTICLE 29 - INSURANCE

- .01 If any Court decision from a Court of final jurisdiction is rendered on cases involving the Town and its employees' concerning insurance, the parties will re-open negotiations to deal with the impact of such a decision.
- .02 The Town of Ludlow shall contribute fifty percent (50%) of the cost of the premium for an indemnity plan for group health insurance, if any, that it may provide for Town employees, and the employee shall contribute the remaining fifty percent (50%). The Town of Ludlow shall contribute seventy-eight (78%) of the cost of the premium for any other group health insurance plan (e.g., HMO, POS, or PPO) that it provides for Town employees, and the employee shall contribute the remaining twenty-two percent (22%), provided however, that this change in percentage contribution rates shall not take effect prior to July 1, 2010, nor until it is implemented for at least two other bargaining units in the Town.

ARTICLE 30 - CAREER INCENTIVE

- .01 Any employee who earns a Bachelor of Science in Nursing degree shall be paid the sum of seven-hundred fifty dollars (\$750.00) per fiscal year, or any employee who earns a Master of Science in Nursing degree shall be paid the sum of one- thousand dollars (\$1,000.00) per fiscal year. Degrees must be from an approved and accredited institution.
- .02 Notwithstanding the said requirements of Article 30, the Town agrees to pay the \$1,000.00 career incentive to Angela Kramer, who currently is a Registered Nurse holding a Master's Degree in Public and Community Health Education. This Agreement is limited and specific to Nurse Kramer and shall not apply to other employees or circumstances.

ARTICLE 31 - DURATION OF AGREEMENT

- .01 This Agreement will be effective as of July 1, 2022 and will continue in force until and including June 30, 2025 and shall thereafter automatically renew itself for successive terms of one (1) year each unless by November first (1st) of the calendar year preceding the calendar year in which this contract expires, either the Town or the Association shall have given the other written notice of its desire to modify or terminate this Agreement.

.02 The party so desiring *to* negotiate a new Agreement shall specifically inform, in writing, the other party regarding any changes to be sought in such negotiations. Both parties shall have the right to add proposals during negotiations or until it is agreed by both parties that no further proposals shall be allowed.

This Agreement is entered into this ___ day of_

1 2 ? 7!
