

TOWN OF HUDSON  
AND  
HUDSON POLICE SUPERIOR OFFICERS' ASSOCIATION/MCOP, LOCAL 433  
**COLLECTIVE BARGAINING AGREEMENT**  
JULY 1, 2022 through JUNE 30, 2025

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## PREAMBLE

This Agreement between the Town of Hudson, hereinafter called the “Town” or the “Employer,” and the Town of Hudson Superior Officers’ Association/MCOP, Local 433, hereinafter called the “Association,” has as its purpose the establishment of harmonious relations between both parties; the equitable, peaceful procedure for the resolution of differences; and, within the authority of law, the establishment of rates of pay, hours of work and other terms and conditions of employment.

## ARTICLE 1 RECOGNITION

For purposes of collective bargaining with respect to wages, hours and other conditions of employment, the Employer hereby recognizes the Town of Hudson Superior Officers’ Association/MCOP as the exclusive bargaining representative of all sworn Police Superior Officers in the rank of Sergeant and Lieutenant employed by the Town of Hudson, excluding the Chief of Police, the Captain, all sworn police officers below the rank of Sergeant and all other Town employees.

## ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Association, all the customary powers, authority and prerogatives of management and government including, but not limited to, the following items:

2.1.1 the operation and direction of the affairs of the Hudson Police Department in all of their various aspects;

2.1.2 the determination of the level of services to be provided;

2.1.3 the direction, control, and supervision of superior officers;

2.1.4 the evaluation of superior officers, which evaluation right shall include the frequency of the evaluations and the conducting of verbal and written evaluations, as well as

the establishment of the evaluation instrument subject to negotiations over the impact of the evaluation instrument established;

2.1.5 the determination of new employee ranks;

2.1.6 the determination of new job descriptions and interpretation of existing job descriptions, subject to impact bargaining;

2.1.7 the establishment from time to time of dress codes and uniform standards, including the uniform of the day, the type, quality, color and brand of uniform, provided that there is a one year phase in of new uniforms; and the equipment to be used and the weapons to be carried by superior officers;

2.1.8 the inspection of the uniform worn by superior officers, and the compliance with Police Department dress codes by superior officers;

2.1.9 the increase, diminishment, change or discontinuation of operations in whole or in part;

2.1.10 the institution from time to time of technological changes;

2.1.11 the revising of processes, systems or equipment from time to time;

2.1.12 the alteration, addition or elimination of existing methods, equipment, programs or facilities;

2.1.13 the determination from time to time of the number of superior officers on an assignment;

2.1.14 the training of superior officers, including but not limited to in-service training;

2.1.15 the assignment of duties from time to time, including new duties, to superior officers;

2.1.16 the assignment and change from time to time of work assignments for superior officers;

2.1.17 the creation and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts, subject to impact bargaining;

2.1.18 the establishment of and requirement of attendance at roll call;

2.1.19 the assignment of days off from time to time to superior officers;

2.1.20 the assignment and reassignment from time to time of superior officers to shifts;

2.1.21 the allocation, granting, and scheduling of all leaves, subject to the provisions of the Collective Bargaining Agreement;

2.1.22 the scheduling and enforcement of working hours of superior officers;

2.1.23 the requirement of superior officers to return to duty or to remain on duty after their scheduled shift is over;

2.1.24 the assignment of overtime subject to the overtime provisions of the Collective Bargaining Agreement;

2.1.25 the determination of which superior officers, if any, are to be called in for special assignments for work at times other than their regularly scheduled hours and the determination of the rank(s) to be so called, provided that the officer called in is qualified to perform the tasks assigned;

2.1.26 the inspection, examination, and search from time to time of superior officer's lockers and desks;

2.1.27 the requirement of superior officers to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing;

2.1.28 the hiring, appointment or promotion of superior officers, including the determination of qualifications and requirements for the position or rank in accordance with civil service law where applicable;

2.1.29 the demotion, suspension, discipline or discharge of superior officers;

2.1.30 the relief of superior officers due to incapacity to perform duties for any reason;

2.1.31 the layoff of superior officers due to lack of funds or of work or for any other reason;

2.1.32 the making, implementation, amendment, and enforcement of rules and regulations, and operating and administrative procedures as the Town deems necessary;

2.2 The Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate without negotiation with the Association, except as otherwise provided in this Agreement.

2.3 During an emergency, the Town will have the right to take actions necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

2.4 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

2.5 The Town and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 3  
FUNCTION OF SUPERIOR OFFICERS

3.1 The parties acknowledge that the Lieutenants and Sergeants, as Superior Officers, are responsible for technical and supervisory police work. The work involves responsibility for supervising or commanding officers of a lower rank, and for performing highly specialized and technical staff work as may be assigned. The work is performed under general supervision in accordance with the Police Department's chain of command, standard police officer practices, the Police Department's standards of conduct, rules and regulations, and orders. Such work frequently involves the performance of highly responsible duties and hazardous tasks and the exercise of initiative and judgment in making decisions in emergency situations which might endanger life and property.

3.2 Superior Officers are supervisors or commanders in the uniform service of the Employer.

3.3 This Article is not intended to, nor shall it constitute a job description for Superior Officers, but is a general statement on the function of Superior Officers.

3.4 As Superior Officers, Lieutenants acknowledge that they function as the shift commander and that they are responsible for their assigned shift.

3.5 As Superior Officers, Sergeants acknowledge that they function as the shift supervisor of patrol officers on their assigned shift and that they are responsible for their assigned shift.

ARTICLE 4  
ASSOCIATION DUES AND AGENCY FEE

4.1 Upon the written authorization by a Superior Officer and approval by the Association President, the Town agrees to deduct from the wages of each Superior Officer who is an Association member the sum certified as once-each-month union dues, and deliver the sum to MCOP. If a Superior Officer does not have a check coming to him, or the check is not large enough to satisfy the assignments, no collection shall be made from such Superior Officer for that month.

4.2 The Town agrees that, in accordance with and subject to Section 12 of Chapter 150E of the General Laws, it shall be a condition of employment for Superior Officers, who are members of the bargaining unit but not members of the Association, to pay the Association a Service Fee not in excess of \$15.00 per week. The Service Fee may be deducted and forwarded to the Association if proper written authorization and approval is received by the Town.

4.3 The Association agrees to indemnify and hold harmless the Town from any court litigation that may arise out of, or result from the terms of, this Article.

## ARTICLE 5 HOURS OF WORK

5.1 Lieutenants: Subject to the provisions of the Management Rights Article of this Agreement, the normal hours of work for Lieutenants shall be as follows:

5.1.1 The normal work day for each Lieutenant shall consist of one eight hour shift all or only part of which may fall within the calendar day in which the shift started. A “duty day” for each Lieutenant shall mean a calendar day within which a shift starts for each Lieutenant. An “off duty day” for each Lieutenant shall mean a calendar day within which no shift starts for a lieutenant.

5.1.2 The normal work week for each Lieutenant assigned by the Chief to a 4 and 2 schedule shall consist of four duty days followed by two off duty days.

5.1.3 Lieutenants assigned by the Chief to a schedule consisting of five duty days followed by two off duty days shall work Monday through Friday, except for those assigned as a detective. In addition, Lieutenants assigned by the Chief to a schedule consisting of five duty days followed by two off duty days shall be afforded seventeen additional off duty days per year.

5.2 Sergeants: Subject to the provisions of the Management Rights Article of this Agreement, the normal hours of work for Sergeants shall be as follows:



5.2.1 The normal work day for each Sergeant shall consist of one eight hour shift all or only part of which may fall within a calendar day in which the shift started. A “duty day” for each Sergeant shall mean a calendar day within which a shift starts for each Sergeant. An “off duty day” for each Sergeant shall mean a calendar day within which no shift starts for a Sergeant.

5.2.2 The normal work week schedule for each Sergeant assigned by the Chief to a 4 and 2 schedule shall consist of four duty days followed by two off duty days.

5.2.3 Sergeants assigned by the Chief to a schedule consisting of five duty days followed by two off duty days shall be afforded seventeen additional off duty days per year.

5.3 Shift Changes. Changes in actual hours to be worked, including overtime, or in the regular work schedules, shall be at the discretion of the Town. The Chief may grant a request of any two Superior Officers to exchange duty tours.

5.4 Overtime. Superior Officers shall be paid one and one-half times their regular rate for hours worked in excess of 37.5 hours per week with the exception of those working a five and two schedule. Superior Officers assigned to a five and two schedule shall be paid one and one-half times their regular rate for hours worked in excess of 40 hours per week.

Superior Officers cannot book off a scheduled overtime assignment within twelve (12) hours of such assignment. If a Superior Officer books off an overtime assignment within twelve (12) hours of such assignment, he/she will be re-charged the equivalent hours of the overtime assignment. The prohibition on booking off and penalty therefore shall become effective only when and to the extent that such prohibition applies to all full-time sworn members of the Department, including patrol officers.

5.5 Continuous Duty Limitation. No Superior Officer shall perform continuous duty in excess of eighteen (18) consecutive hours, except with the permission of the Chief or his designee.

5.6 Required Meeting Attendance for Departmental Meetings. Superior Officers may be required to attend, without pay, not more than two (2) Departmental meetings per year, not more than two (2) hours per meeting.

5.7 Shift Differential Pay. A Superior Officer who is regularly assigned to a shift between 3:00 PM and 7:00 AM shall be compensated at a premium rate computed by adding an additional three percent (3%) to the base pay of the assigned Superior Officer. Effective July 1, 2017, this shift differential pay shall be increased from 3% to 4%. This shift differential pay shall also apply to leave time, but will be paid only to a Superior Officer who is regularly assigned to a shift between 3:00 PM and 7:00 AM. It shall not apply to casual, emergency, or extra-detail assignments.

5.8 Recall Pay. In the event a Superior Officer is called back for duty after completing his regular shift and after having left the station, the Superior Officer shall be paid a minimum of three (3) hours for such recall.

The Superior Officer may be required to work for the full recall period even if the purpose of the recall has been satisfied.

All call backs are subject to subsequent review by the Police Chief.

5.9 Shift Bidding. Superior Officers shall engage in shift bidding, within rank, once a year. The Town will post by December 1<sup>st</sup> of each year the shifts that will be available for bid. Superior Officers shall have until December 15<sup>th</sup> to return their bid to the Chief of Police. Shifts bid shall begin January 2<sup>nd</sup>. Seniority will be the governing principal in the event of a conflict. Overtime caused by a Superior Officer's voluntary change in shifts as a result of this Section will not be compensated at time and one-half.

5.10 Emergency Duty. In the event of an emergency declared by Federal, State or Town authorities affecting the Town of Hudson, employees may be required to work alternating 12-hour shifts by order of the Chief of Police.

5.11 Meal Break. It is understood and agreed that the meal break is a paid break, not to exceed one-half hour, and that during such meal breaks, Superior Officers are subject to emergency calls.

5.12 First Refusal. If there is a vacancy on a shift or a detail for a Superior Officer, the bargaining unit has right of first refusal.

5.13 Held-Over-On-Shift Pay. In the event a Superior Officer is held over for additional duty exceeding 15 minutes at the end of his/her regular shift, the Superior Officer shall be paid one (1) hour's pay.

## ARTICLE 6 JUST CAUSE

No Superior Officer shall be suspended, demoted or terminated without just cause.

## ARTICLE 7 GRIEVANCE PROCEDURE

7.1 The purpose of the grievance procedure shall be to settle all grievances between the Town and the Association as quickly as possible so as to ensure efficiency and to promote employee morale. For the purpose of this Agreement, the term "grievance" means any dispute between the Town and any Superior Officer represented by the Association concerning the interpretation, application, or claim of breach or violation of one or more express terms of this Agreement.

Any such grievance shall be settled in accordance with the following grievance procedure:

7.2 The grievance shall be presented to the Town, in writing, within fourteen (14) calendar days of the occurrence giving rise to the grievance, and taken up within that period by the aggrieved Superior Officer alone or with the Association Steward with the Police Chief, who shall arrange for such meetings and make such investigation as the Chief deems necessary to give an answer, in writing, within fourteen (14) calendar days of receipt of the grievance. If the Chief is on vacation when the grievance is presented, the fourteen (14) days shall not run against

the Chief until the Chief returns from vacation. If the Police Chief's answer does not resolve the grievance, it may be processed to the next step.

7.3 The Association Steward shall present the grievance, in writing, to the Executive Assistant within fourteen (14) calendar days after receiving the Police Chief's answer. The Executive Assistant shall give an answer, in writing, as soon as possible, but not any later than fourteen (14) calendar days after receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

7.4 All grievances must contain the date of the occurrence giving rise to the grievance, a concise statement of the facts, the specific provision, including the Article and section, of the Agreement alleged to have been violated and the remedy sought. The grievance shall be signed by an Association official and/or by the individual Superior Officer affected by the disputed interpretation, application, or claim of violation of the Agreement.

7.5 Failure by the Chief to answer a grievance at Step 1, or by the Executive Assistance to answer a grievance at Step 2, shall be deemed a denial of the grievance.

7.6 Failure by the Association or the grievant(s) to initiate any Step within the appropriate time limit shall result in barring the grievance.

7.7 Within thirty (30) calendar days of the date of the written answer by the Executive Assistant, either party (the Association or the Town) may request arbitration.

7.8 The time limits set forth in this Article may be extended by mutual agreement of the parties.

7.9 The Town may also process grievances under the grievance and arbitration procedures.

7.10 Employees appointed after the removal of the Department from Civil Service on May 1, 2021, may only challenge discipline through arbitration.

ARTICLE 8  
ARBITRATION

8.1 The Arbitrator shall be selected by the American Arbitration Association in accordance with their procedures.

8.2 The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall have no right to add to, or subtract from, or modify this Agreement or the Rules and Regulations of the Department, and shall only interpret such items and determine such issues as may be submitted to him/her by the parties. The decision of the arbitrator shall be final and binding on the Town and the Association and the Superior Officer or Superior Officers.

8.3 Money awards resulting from a decision of the arbitrator shall in no case be retroactive prior to the date of the occurrence of the grievance.

8.4 Any expense in connection with any grievance with reference to the arbitrator shall be borne equally between the Town and the Association.

8.5 Grievances may be settled without precedent at any stage of this procedure until the issuance of a final award by the arbitrator.

8.6 The arbitrator shall not apply a burden of proof above the preponderance of evidence test or standard.

8.7 The arbitrator shall not render any decision contrary to state or federal law.

ARTICLE 9  
NO STRIKE

9.1 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Town, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

9.2 The Association agrees that neither the Association nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

The Association agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Association shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

9.3 Violations of the first paragraph of this Article or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be just cause for disciplinary action by the Town against an employee and such other action that the Town may deem appropriate.

9.4 The Town may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article.

## ARTICLE 10 SPECIAL CONDITIONS OF EMPLOYMENT

10.1 Firearms Proficiency. Superior Officers shall meet firearms proficiency and marksmanship standards of the Massachusetts Criminal Justice Training Council. A Superior Officer's failure to meet the standards shall be subject to disciplinary action by the Town; provided, however, all superior officers shall have an adequate opportunity for prior training or retraining prior to any final firearm proficiency test.

10.2 Driver's License Requirements. Superior Officers' shall possess a valid and current Massachusetts driver's license. A Superior Officer's failure to possess such a license shall be subject to disciplinary action by the Town.

10.3 Seat Belt Requirement. Superior Officers shall wear seat belts while driving in a motor vehicle while on duty, or at any time in a Town-owned motor vehicle. A Superior Officer's failure to wear a seat belt shall be subject to disciplinary action by the Town.

10.4 The Town agrees to provide First Responder Training for Superior Officers who shall meet the requirements of Massachusetts General Laws, Chapter 111, Section 201, which will include:

10.4.1 C.P.R. certification each year

10.4.2 First-aid

A Superior Officer's failure to meet these requirements shall be subject to disciplinary action by the Town.

10.5 Body-worn cameras. Superior Officers shall wear body cameras as a condition of employment beginning on and after July 1, 2022.

## ARTICLE 11 GROUP LIFE INSURANCE

Life insurance will be provided to Superior Officers in accordance with Chapter 32B of the General Laws.

## ARTICLE 12 HEALTH INSURANCE

Health insurance will be provided to Superior Officers in accordance with the requirements of Chapter 32B and Chapter 150E of the General Laws.

## ARTICLE 13 ASSOCIATION BUSINESS

13.1 The Association will be permitted to have a bulletin board for its sole use. Said bulletin board is to be of reasonable size and located in a reasonable place.

13.2 The Association President, or his designee, will be granted leave with pay, not to exceed three (3) days annually, to attend the National Convention or MCOP seminars, provided his absence will not result in any contractually mandated overtime costs to the Town.

13.3 The Town agrees to provide suitable space for Association members to meet, providing a request for said space is submitted to the Chief in advance.

13.4 Duties of the MCOP's bargaining committee shall be arranged so that they may attend collective bargaining negotiations, without loss of pay.

13.5 MCOP officers, representatives and grievance committee members shall be granted leave of absence, but with no loss of pay or benefits if they so request, to attend meetings with the Executive Assistant.

13.6 The Town agrees to provide a copy of the Collective Bargaining Agreement to unit members.

#### ARTICLE 14 SENIORITY

14.1 Subject to the provisions of this Article, the principal of seniority, as hereinafter described and as established under sections 14.3 and 14.4 of this Article, shall govern in layoffs and recalls within the bargaining unit, provided the senior employee is qualified and has the comparative ability, as determined by the Chief, to perform the job.

14.2 If a vacancy occurs in a specialist assignment, the Chief will give due weight to seniority, as well as other job-related criteria, in the filling of such vacancy. Final determination of ability, and the filling of any vacancy, shall rest with the Town but shall be a matter of grievance and arbitration if there is an allegation that the Town engaged in personal discrimination against any member of the unit.

14.3 The Association, on at least an annual basis, shall prepare and maintain, subject to review and approval of the Town, a seniority list by rank to record the status of each member of the bargaining unit. The Association shall provide the Chief and/or his designee with a copy of



the seniority list and shall notify the Town of all changes. Nothing in this section shall be subject to the grievance and arbitration procedures.

14.4 Seniority for the purpose of this Agreement shall be by highest rank and time within rank. In the case of a tie, the employee with the higher Civil Service mark shall be given the preference. In the case of a tie with employees who are not under civil service, seniority shall be determined by original date of appointment with the Hudson Police Department.

14.5 In the event the Town decides to reduce Superior Officer personnel, the employee with the least seniority within a rank shall be laid off first. Employees appointed prior to the Town's revocation of the Civil Service statute on May 1, 2021, shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal rights shall continue to apply, except as may be provided otherwise in specific language of this Agreement.

14.6 Employees appointed on or after May 1, 2021, may be laid off and recalled, if applicable, as set forth below:

14.6.1 In the event of a layoff the Chief of Police shall decide what rank or ranks shall be affected, and the least senior employee or employees in a rank shall be laid off first. Five (5) days' advance notice of the contemplated layoff shall be given to the affected employee in writing; a copy of such notice shall also be given to the Union.

14.6.2 A laid off employee shall have recall rights for a maximum period of one (1) year. Recall shall be in order of seniority by rank. The Chief of Police shall determine which rank or ranks are recalled. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Hudson Police Department. Any person declining or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived at the discretion of the Chief of Police.

14.6.3 Prior to returning to work, a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination and background investigation as the Chief of Police, in his discretion, deems necessary and appropriate. If, based on the results or such examination or investigation, the Chief of Police rescinds the offer of recall, then he shall provide the employee with a written statement of his reasons for the rescission. This rescission shall not be subject to the grievance and arbitration provisions of this Agreement.

14.6.4 Laid off employees will be responsible for maintaining any required licenses or certifications.

## ARTICLE 15 HOLIDAYS

15.1 The following holidays shall be paid, whether worked or not:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth <sup>1</sup>	Christmas Day

15.2 In the event of an act of the General Court of the Commonwealth (such as Chapter 583 of the Acts of 1979) declaring and making a one-time legal holiday, as provided in General Laws, Chapter 4, Section 7, Clause 18, such day shall be treated as an additional paid holiday under this Article.

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<sup>1</sup> The Juneteenth holiday is subject to the parties reaching agreement on policy language governing requests for and use of time off before the holiday.

ARTICLE 16  
VACATION

16.1 The Town will grant vacation credit and time off in accordance with the following schedule. All vacation credit for Superior Officers will be computed and posted as of January 1 of each year.

16.2 Members of the bargaining unit shall be entitled to two (2) weeks' vacation with pay each calendar year.

16.3 In accordance with Section 111D of Chapter 41 of the General Laws, additional vacation will be granted as follows:

- (a) three (3) weeks after completion of five (5) years' service;
- (b) four (4) weeks after completion of ten (10) years' service and
- (c) five (5) weeks after completion of twenty (20) years' service.

16.4 Vacations may be scheduled throughout the year but must be completed by December 31, except that Superior Officers with ten (10) or more years of service in the Department may carry over and accumulate with current year vacation credits a maximum of ten (10) days. Said carry-over vacation must be selected and used prior to June 1<sup>st</sup> in the year to which it is carried.

16.5 Absences for personal reasons may be charged to vacation leave upon application by the Superior Officer and approval by the Chief or his designee. Such absences, however, may not be charged to vacation leave beyond that which the Superior Officer has earned at the time of such application. Application must be made at least three (3) days in advance.

16.6 Members of the bargaining unit may take vacation leave in half day increments.

16.7 The Town, so long as the so-called Holyoke Decision<sup>2</sup> remains the law, acknowledges that it applies to the Town and that two, three, four, and five-week vacations are seven-day weeks.

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<sup>2</sup> Holyoke Police Relief Assoc. v. Mayor of Holyoke, 264 NE2d 694 (1970).

ARTICLE 17  
PERSONAL DAYS

Superior Officers shall receive two (2) personal days per contract year. Whenever possible, a request for a personal day will be made at least forty-eight (48) hours in advance. Personal leave will be granted at the discretion of the Chief of Police or his designee. Personal leave not used by June 30<sup>th</sup> will be forfeited.

ARTICLE 18  
SICK LEAVE

18.1 Cumulative sick leave shall accrue to all Superior Officers in continuous service at the rate of one and one-fourth (1-1/4) days for each month of continuous service; provided, however, that the total accumulation not exceed ninety (90) working days.

18.2 Sick leave must be authorized by the Chief or his designee and must be reported on the Superior Officer's weekly time slip to the Executive Assistant.

18.3 The Chief or his designee may require a medical certification for absence of one or two days, provided the Superior Officer in the particular case has been given a written warning with reference to abuse of sick leave within the previous six (6) months. The Chief or his designee shall require medical certification for all absences of three (3) days or more.

18.4 Injury, illness, or disability, self-imposed or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this Article.

18.5 On January 1, or as soon thereafter as practical in each calendar year, each Superior Officer shall be paid at the rate of one (1) day of base pay for each one and one-half (1-1/2) days of sick leave over the allowable 90 days accumulated during the preceding year.

18.6 Payments under this Section will be limited to no more than twenty (20) days a year.

18.7 The Board of Selectmen may permit a Superior Officer to take not more than thirty (30) working days sick leave with pay over and above the accrued sick leave in cases of

serious disabilities or sickness, upon certification by a licensed, practicing physician. To be eligible to request such additional sick leave, a Superior Officer must first use all accrued vacation or other accrued time off.

18.8 All sick leave advanced to a Superior Officer shall be repaid to the Town at the rate of one and one-quarter (1-1/4) days for each continuous month of service occurring after the return to duty. Should a Superior Officer leave Town employment with a sick leave advance liability against his record, such liability will be deducted from accrued earnings.

18.9 Whenever a Superior Officer has been granted advance sick leave with pay, the Superior Officer shall be examined by the Town Physician on or about the 25<sup>th</sup> day of advanced sick leave. The Town Physician shall report to the Board of Selectmen concerning the condition of the Superior Officer and the estimated time required for recovery. The Town shall then take immediate action as follows:

18.9.1 If the estimated recovery time is less than 30 calendar days, the leave shall be extended.

18.9.2 If the estimated recovery time for the Superior Officer is more than 30 calendar days, the Superior Officer shall be placed on a temporary leave of absence without pay or fringe benefits, but the Town's portion of the Superior Officer's health and life insurance will continue to be paid during this period.

18.9.3 If at the end of the temporary six-month leave of absence the Superior Officer is unable to return to work, his employment shall be terminated.

18.9.4 If the report of the Town Physician indicates that the Superior Officer may be handicapped for a considerable period of time after recovery, the Board of Selectmen shall direct the Executive Assistant to endeavor to transfer the Superior Officer to a suitable job and to reclassify the Superior Officer to a new position with commensurate pay. If the Superior Officer refuses such transfer, the Superior Officer shall be discharged. If the Executive Assistant is unable to transfer such handicapped Superior Officer to a new position, the employment of the Superior Officer shall be terminated.

18.10 Nothing in this Article shall be construed to conflict with Section 100 of Chapter 41 of the General Laws, or with Chapter 32 of the General Laws.

18.11 Superior Officers covered by this Agreement who have completed five (5) years of consecutive service in the Hudson Police Department shall be entitled, upon retirement, to compensation in a lump sum of 25% of unused accumulated sick leave.

18.12 In the event that a Superior Officer dies prior to utilizing available sick and vacation leave, the Town will pay the Superior Officer's beneficiary 25% of his unused accumulated sick and 100% of accumulated vacation leave.

18.13 Whenever a Superior Officer leaves the shift due to illness before working at least four (4) hours, a full day of sick leave shall be deducted from the Superior Officer's sick leave balance. Whenever a Superior Officer leaves the shift due to illness after working at least four (4) hours, a half day of sick leave shall be deducted from the Superior Officer's sick leave balance.

#### ARTICLE 19 BEREAVEMENT LEAVE

Leave up to three (3) days may be allowed for death in a Superior Officer's immediate family (wife, husband, mother, father, child, brother, sister, grandmother, grandfather, grandson, granddaughter, sister-in-law, brother-in-law, mother-in-law or father-in-law). Leave of one (1) day may be allowed for a Superior Officer's aunt, uncle, niece, or nephew.

#### ARTICLE 20 INCENTIVE DAYS

Superior Officers may earn days off with pay as follows: If a Superior Officer works continuously through six consecutive months without using a full or half sick day, he will be granted one (1) day off with pay. Earned incentive days must be scheduled with the approval of the Chief of Police and used within the following six-month period. The following conditions will strictly apply:

- (1) Such incentive days off must be used and may not be accumulated or sold back to the Town;

(2) The Chief of Police will approve the day off at a time when the bargaining unit member's absence will not require payment of overtime to other personnel to replace the unit member.

ARTICLE 21  
EMERGENCY LEAVE

21.1 Emergency leave time totaling three (3) days with pay may be granted at the discretion of the Chief of Police to Superior Officers for each of the following:

21.1.1 Serious illness of a member of the immediate family (spouse, child, parent, parent-in-law) and certain other relatives (sister, brother, or grandparent).

21.1.2 Special cases of absence caused by other reasons beyond the Superior Officer's control.

21.2 Emergency leave time will be deducted from sick leave or vacation time.

ARTICLE 22  
WAGES

22.1 Wages

22.1.1 Sergeants' base wages:

**Effective July 1, 2022: (2.5%)**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$73,778.98	\$75,992.61	\$78,271.87	\$80,902.45	\$84,138.54	\$86,662.69

**Effective July 1, 2023: (2.5%)**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$75,623.45	\$77,892.42	\$80,228.67	\$82,925.01	\$86,242.00	\$88,829.26

**Effective July 1, 2024: (2.5%)**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$77,514.04	\$79,839.73	\$82,234.38	\$84,998.14	\$88,398.05	\$91,049.99

22.1.2 Lieutenants' base wages:

**Effective July 1, 2022: (2.5%)**

Step 1	Step 2	Step 3	Step 4	Step 5
\$88,993.54	\$93,441.46	\$96,525.46	\$100,386.47	\$103,398.06

**Effective July 1, 2023: (2.5%)**

Step 1	Step 2	Step 3	Step 4	Step 5
\$91,218.38	\$95,777.50	\$98,938.60	\$102,896.13	\$105,983.02

**Effective July 1, 2024: (2.5%)**

Step 1	Step 2	Step 3	Step 4	Step 5
\$93,498.84	\$98,171.93	\$101,412.06	\$105,468.54	\$108,632.59

22.2 Specialist Pay. Additional compensation shall be paid at the annual rate indicated while a Superior Officer is assigned to and performing the special duties of the assignments listed below.

22.2.1 A Superior Officer assigned as and performing the special duties of Court Prosecutor shall be paid additional compensation of \$2,000.00 per year, payable at the rate of \$166.67 per month.

22.2.2 A Superior Officer assigned as and performing the special duties of Detective shall be paid additional compensation of \$2,000.00 per year, payable at the rate of \$166.67 per month.

22.3 The Town will pay each bargaining unit member a \$500 stipend annually, beginning in fiscal year 2024, for services associated with attaining and then maintaining the Department's accreditation with the Massachusetts Police Accreditation Commission.



22.4 Superior officers hired on or before June 30, 2022 shall, beginning in fiscal year 2024, receive an annual stipend equivalent to 1% of their annual base pay as of June 30<sup>th</sup> of the prior fiscal year for use of body-worn cameras.<sup>3 4</sup>

## ARTICLE 23 UNIFORM ALLOWANCE

Each Superior Officer shall receive the following annual uniform allowance:

Effective July 1, 2016: \$800.00. Such allowance shall be paid as follows: \$400 in the first pay period after October 1 and \$400 in the first pay period after April 1.

Effective July 1, 2022: \$900.00. Such allowance shall be paid as follows: \$450 in the first pay period after October 1 and \$450 in the first pay period after April 1.

Effective July 1, 2023: \$1,050.00. Such allowance shall be paid as follows: \$525 in the first pay period after October 1 and \$525 in the first pay period after April 1.

Effective July 1, 2024: \$1,200.00. Such allowance shall be paid as follows: \$600 in the first pay period after October 1 and \$600 in the first pay period after April 1.

## ARTICLE 24 BIWEEKLY PAYROLL

The Town may convert the existing weekly payroll system to a bi-weekly payroll system once all other bargaining units have agreed; provided, however, that the Town gives a ninety (90) day notice to the Association and the Superior Officers of such change.

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<sup>3</sup> The parties agree that the use of body cameras is subject to a 12-month phase-in period (approximately 7/1/2022 to 6/30/2023) to allow for training with no discipline for minor infractions during this time. The Chief will consult with the Union on development of a body-worn camera policy.

<sup>4</sup> If implementation of body cameras occurs on or before June 30, 2023, the stipend will be paid to bargaining unit members in the second pay period of July 2023.

ARTICLE 25  
QUINN BILL

The Town shall pay educational incentive payments in accordance with Chapter 41, Section 108L (Quinn Bill) subject to the following provisions:

25.1 Individual Quinn Bill compensation under this Article shall be subject to approval by the Higher Education Council of the degrees and courses eligible for reimbursement.

25.2 For purposes of overtime, Quinn Bill payments shall not be added to the base salaries of Superior Officers who are eligible for the Quinn Bill, unless a Superior Officer works more than 171 municipal hours a month and has no offsetting credits, in which case the relevant provisions of the Fair Labor Standards Act ("FLSA") shall apply.

25.3 Subject to the limitations of the FLSA, no shift or other differentials shall take into account the Quinn Bill compensation.

25.4 The Chief of Police is authorized to adopt administrative procedures to implement this Article.

25.5 The Town shall pay eligible Superior Officers a stipend equal to both the share formerly paid by the Commonwealth and the Town's share under the Quinn Bill program.

25.6 In the event the Commonwealth provides Quinn Bill funds to the Town, such funds shall be retained by the Town.

25.7 A Superior Officer eligible for the Quinn Bill shall not be eligible for any other education incentive, course or course-related expense reimbursement payment from the Town, subject to Article 32, Continuing Education.

25.8 Quinn Bill payments shall be distributed to Superior Officers in accordance with the regular payroll schedule.

25.9 Only those Superior Officers eligible for benefits under the Quinn Bill pursuant to G.L. c. 41, s. 108L and the 2009 Massachusetts General Appropriations Act, shall be eligible to receive Quinn Bill payments as defined within this Article.

ARTICLE 25A  
EDUCATION INCENTIVE

25A.1 The Chief of Police will have the sole discretion and ability to award educational incentive benefits under this Article to employees who have degrees not qualifying under G.L. c. 41, §108L at his or her sole discretion; any denial of such an award shall not be subject to any grievance, arbitration, or appeal. The Chief will consider whether an officer's degree is sufficiently related to the duties and job of a Police Officer to warrant eligibility to receive educational incentive benefits under this Article. The educational incentive benefits awarded under this Article shall be consistent with those paid under Article 25.

25A.2 No employee who receives education incentive payments pursuant to G.L. c. 41, §108L shall receive payments under this Article.

25A.3 Degrees must be awarded from a college or university accredited by the New England Association of Schools and Colleges or an equivalent regional accreditation agency recognized by the U.S Department of Education. It is the employee's obligation to submit a copy of his or her diploma or certified transcript to the Chief of Police.

ARTICLE 26  
MILEAGE REIMBURSEMENT

A Superior Officer required to use his or her own vehicle while performing service for the Town shall be entitled to receive mileage reimbursement payments. The mileage reimbursement rate shall be \$.40 cents per mile. Superior Officers may be required to submit odometer statements for verification or other documentation if requested by the Chief of Police.

ARTICLE 27  
NON-MUNICIPAL EXTRA-PAID DETAILS

The following provisions shall govern the assignment of non-municipal extra-paid details to Superior Officers where the detail is to be paid by an outside, non-municipal individual, group, corporation or organization:

27.1 Details shall be scheduled in four hour minimum blocks. Superior Officers performing any detail longer than four (4) hours shall be compensated for eight (8) hours at the detail rate.

27.2 Assignment. Assignments to non-municipal extra-paid details shall be made by the Chief or his designee, on a voluntary basis, and shall be distributed among Superior Officers in accordance with this Article. No Superior Officer shall accept any such assignment unless the same is made by the Chief or his representative.

27.3 Rates. No assignment to a non-municipal extra-paid detail shall be made until the person or organization requesting services has agreed to pay the following rates:

Non-Municipal Extra-Paid Details:

Effective Upon Ratification of Agreement

One and one-half (1 1/2) the Superior Officer's base hourly rate.

Strike Details:

Effective Upon Ratification of Agreement

Double the Superior Officer's base hourly rate.

27.4 Once a Superior Officer has accepted a detail assignment, he/she cannot book off the detail within twelve (12) hours of the detail. Superior Officers who fail to provide twelve (12) hours' notice that they will not be filling a detail will be re-positioned at the bottom of the non-municipal detail list. The prohibition on booking off and penalty therefore shall become effective only when and to the extent that such prohibition applies to all full-time sworn members of the Department, including patrol officers.

27.5 Notice of Cancellation. The four hour minimum shall be paid in case of cancellation, unless the Superior Officer is notified two (2) hours in advance.

27.6 Extra-Paid Detail Roster. An extra-paid details roster and assignment record shall be maintained by the Chief's Office, which shall consist of each member of the Department, including reserves, and which may be examined at any reasonable time by a representative of the Association. Assignment of such details shall be made from an availability list, which list shall include only the names of officers who have signed the same. There shall be no discrimination against any employee who declines extra-paid detail assignments.

27.7 DPW Road Details. DPW road details do not fall under the same category as non-municipal paid details. DPW road details shall be paid at the Superior Officers' time and one half rate, and are subject to a 3 hour minimum, after which Superior Officers shall be paid hour for hour. The 4 hour blocks pertaining to non-municipal paid details do not apply to DPW road details.

## ARTICLE 28 UNION PIN

A bargaining unit employee will be permitted by the Chief or his designee to wear a Union pin, subject to the Chief's determination regarding color(s), style and placement and subject to the right of the Chief to suspend the wearing of such pin because of public neutrality reasons.

## ARTICLE 29 VEST REIMBURSEMENT

29.1 Once every five (5) years, the Town will reimburse a Superior Officer for the purchase of a bulletproof vest, up to \$400.00. Any Superior Officer who receives such reimbursement will be required to wear the bulletproof vest when assigned to field duty.

29.1.1 A Superior Officer who fails to purchase and wear a vest will be required to execute an assumption of risk waiver applicable to all claims of third parties relative to the officer's failure to wear a bulletproof vest. This waiver will not affect the Superior Officer's rights and benefits under Massachusetts General Laws Chapter 41, Section 111F.

29.1.2 The Chief of Police may waive, from time to time, the wearing of a vest for any Superior Officer at the Chief's discretion for a particular assignment.

### ARTICLE 30 LONGEVITY

There shall be longevity increments to be awarded yearly as follows:

30.1 Payable in the first pay period of January:

5-9 Years	\$675
10-15 Years	\$750
16-20 Years	\$800
>20 Years	\$850

30.2 Years of service and entitlement shall be determined as of the December 31<sup>st</sup> prior to said first pay period in January.

### ARTICLE 31 COURT TIME

Superior Officers required by their duties to attend court proceedings shall be paid a minimum of four (4) hours in both District and Superior Court.

### ARTICLE 32 CONTINUING EDUCATION

32.1 Superior Officers shall receive their regular pay while attending Criminal Justice Training Council approved courses when assigned to such courses by the Chief. Such pay shall include overtime compensation when total time assigned to courses, plus time worked, exceeds the overtime limit of this Agreement.

32.2 Superior Officers shall be reimbursed for 50% of the costs of books and tuition for courses related to Law Enforcement.

ARTICLE 33  
FITNESS BENEFIT

All Superior Officers desiring to work out will be allotted a time span of up to one (1) hour, to be combined with the meal period, to work out while on duty when there is sufficient manpower on the shift. It is understood that the workout shall take place at the station. A Superior Officer who incurs an injury while working out on duty shall not be eligible for IOD.

ARTICLE 34  
SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 35  
STABILITY OF AGREEMENT

35.1 No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

35.2 The failure of the Town or the Association to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Association to future performance of any such terms or conditions, and the obligations of the Town and the Association to such future performance will continue in full force and effect.

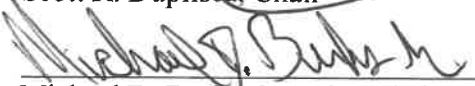
ARTICLE 36  
DURATION


This Agreement shall be in full force and effect for a term of three (3) years, from July 1, 2022 to June 30, 2025.

The duly authorized representatives of the Town of Hudson, the public employer, and the Association for the employees of the bargaining unit described herein, hereby execute this Collective Bargaining Agreement on behalf of the Town and the Superior Officers covered by this Agreement on the dates listed below.

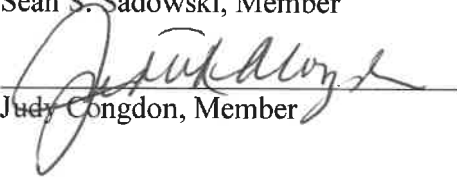
TOWN OF HUDSON  
SELECT BOARD

  
\_\_\_\_\_  
Scott R. Duplissea, Chair

  
\_\_\_\_\_  
Michael D. Burks, Sr., Vice Chair

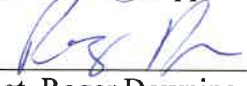
  
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James D. Quinn, Clerk

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Sean S. Sadowski, Member

  
\_\_\_\_\_  
Judy Congdon, Member

HUDSON POLICE SUPERIOR OFFICERS'  
ASSOCIATION/MCOP, LOCAL 433

  
\_\_\_\_\_  
Lt. Thomas Crippen, President

  
\_\_\_\_\_  
Sgt. Roger Downing, Vice President

\_\_\_\_\_  
Secretary/Treasurer