

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF HUDSON

and

LOCAL 1713, I.A.F.F.

July 1, 2021 through June 30, 2024

**TOWN OF HUDSON AND LOCAL 1713, I.A.F.F.
2021-2024
CONTRACT**

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AGREEMENT entered into this ____ day of _____, 2022 by and between the TOWN OF HUDSON, Massachusetts (the “Town”), and LOCAL UNION 1713, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL CIO, CLC (the “Union”).

ARTICLE 1 **RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for those employees of the Fire Department in the Town who are listed in the following job classifications: Firefighter (including provisionals) (F 1), Lieutenant (F 3).

ARTICLE 2 **UNION SECURITY**

Section 1 Obligation To Bargain. The Town will bargain collectively with the Union with respect to rates of pay, wages, hours, and also conditions pertaining to employment in the bargaining unit set forth in Article 1, subject to provisions of General Laws, Chapter 150E.

This Agreement will be binding upon both parties signatory hereto for its full term as specified in the Article entitled “Duration.” Matters not specifically covered in this Agreement may not be subject to the grievance procedure during that term.

Section 2 Check Off. Upon the written authorization by an employee and approval by the Union President, the Town agrees to deduct from the wages of each employee the sum certified as initiation fees, assessments, and once each month, Union dues, and deliver the sum to the Local Union Treasurer. If any employee 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 the employee for that month.

Section 3 Reserved.

ARTICLE 3
WAGES*

Section 1 The schedule of wages payable annually to the members of the unit shall be:

Effective July 1, 2021: (2% increase)

	<u>Maximum</u>	<u>III</u>	<u>II</u>	<u>Minimum</u>
Firefighter	\$62,786.85	\$60,145.18	\$55,584.37	\$52,030.40
Sr. Firefighter ⁺	\$65,963.86	\$64,670.45		
Lieutenant	\$75,344.23			
Sr. Lieutenant ⁺	\$79,156.65	\$77,604.56		

Effective July 1, 2022: (2% increase)

	<u>Maximum</u>	<u>III</u>	<u>II</u>	<u>Minimum</u>
Firefighter	\$64,042.58	\$61,348.08	\$56,696.06	\$53,071.01
Sr. Firefighter ⁺	\$67,283.14	\$65,963.86		
Lieutenant	\$76,851.11			
Sr. Lieutenant ⁺	\$80,739.79	\$79,156.65		

Effective July 1, 2023: (2% increase)

	<u>Maximum</u>	<u>III</u>	<u>II</u>	<u>Minimum</u>
Firefighter	\$65,323.43	\$62,575.05	\$57,829.98	\$54,132.43
Sr. Firefighter ⁺	\$68,628.80	\$67,283.14		
Lieutenant	\$78,388.13			
Sr. Lieutenant ⁺	\$82,354.58	\$80,739.79		

***Arithmetic subject to verification by the Town and the Union.**

Section 2 Senior Firefighter Classification Pay Rate. Effective July 1, 2015, the senior firefighter base wage rate was established at 3% higher than the firefighter maximum rate

⁺ The Town will deduct retirement contributions from the wages paid to senior firefighters and senior lieutenants pay grades as appropriate.

as of July 1, 2015. Effective as of July 1, 2019, the wage schedule for the senior firefighter grade was amended by adding an additional step of 2%.

Section 3 Annual Senior Firefighter Eligibility. To be eligible to be classified annually as a senior firefighter, the firefighter, as of July 1 of each year, must:

- A. have completed five (5) years of service with the Hudson Fire Department as a firefighter; and
- B. have sustained no suspensions¹ in the prior fiscal year; and
- C. have no more than eight (8) days² of sick leave unsupported in writing by a physician in the prior fiscal year.

Section 4 Senior Lieutenant Classification Pay Rate. Effective July 1, 2015, the senior lieutenant base wage rate was established at 3% higher than the lieutenant maximum rate as of July 1, 2015. Effective as of July 1, 2019, the wage schedule for the senior lieutenant grade was amended by adding an additional step of 2%.

Section 5 Annual Senior Lieutenant Eligibility. To be eligible to be classified annually as a senior lieutenant, the lieutenant, as of July 1 of each year, must:

- A. have completed at least three (3) years of service with the Hudson Fire Department as a firefighter (private) and at least two (2) years of service with the Hudson Fire Department at the officer rank; and
- B. have no sustained suspensions³ in the prior fiscal year; and

¹ A suspension shall not disqualify a fire fighter from eligibility for this classification unless and until sustained, as defined herein, following the exhaustion of any and all legal challenge(s). For instance, if a senior fire fighter is suspended during FY16, the senior fire fighter shall nonetheless remain eligible for this classification during FY17 unless the senior fire fighter accepts or does not challenge the suspension, or unless a final and binding decision on the challenge to the suspension has not yet been issued. If the FY16 suspension is sustained in a final and binding manner during FY17, then the senior fire fighter is disqualified from the senior fire fighter classification during FY18 and will be compensated at the maximum fire fighter step during FY18. The fire fighter may be restored to senior fire fighter classification during FY19 provided that he or she meets all of the criteria in FY18.

² A sick leave day will be charged in accordance with the usual practice of the Fire Department which is in ten (10) and fourteen (14) hour increments with each such increment constituting a separate day.

- C. have no more than eight (8) days⁴ of sick leave unsupported in writing by a physician in the prior fiscal year.

Section 6 Bi-Weekly Payroll. The Town may convert the existing weekly payroll system to a bi-weekly payroll system if all Town bargaining units agree to the bi-weekly payroll system; provided, however, that the Town gives a 180 day notice to the Union and employees of such change and that such change does not take place before 12/31/14.

Section 7 One Time Bonus. Each bargaining unit member will receive a one-time \$500 lump sum bonus effective July 1, 2019, payable in the first pay period in July 2019.

ARTICLE 4 **WORK OUT OF GRADE**

When a firefighter on a shift is required to work out of grade, he shall be paid at the higher rate.

ARTICLE 5 **MECHANIC'S PREMIUM**

An employee assigned as equipment maintenance person shall receive annual compensation of \$1,000.

ARTICLE 6 **LONGEVITY**

There shall be the following longevity increments awarded and paid in a lump sum on the first payday in January:

³ A suspension shall not disqualify a lieutenant from eligibility for this classification unless and until sustained, as defined herein, following the exhaustion of any and all legal challenge(s). For instance, if a senior lieutenant is suspended during FY16, the senior lieutenant shall nonetheless remain eligible for this classification during FY17 unless the senior lieutenant accepts or does not challenge the suspension, or unless a final and binding decision on the challenge to the suspension has not yet been issued. If the FY16 suspension is sustained in a final and binding manner during FY17, then the senior lieutenant is disqualified from the senior lieutenant classification during FY18 and will be compensated at the maximum lieutenant step during FY18. The lieutenant may be restored to senior lieutenant classification during FY19 provided that he or she meets all of the criteria in FY18.

⁴ A sick leave day will be charged in accordance with the usual practice of the Fire Department which is in ten (10) and fourteen (14) hour increments with each such increment constituting a separate day.

Effective 1/1/12

<u>Years of Service</u>	<u>Longevity Increment</u>
5-9	\$450
10-14	\$525
15-19	\$625
20 and over	\$750

Years of service include total length of service in the Town, excluding service as a call firefighter. Years of service and entitlement shall be determined as of the December 31st prior to the January payday.

ARTICLE 7 **HOLIDAYS**

The following holidays shall be paid for whether worked or not:

New Year's Day	Independence Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Columbus Day
Labor Day	Patriots' Day
Veterans Day	Christmas Day
Presidents' Day ⁵	Juneteenth

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 Four, Section Seven, Clause Eighteen, such day shall be treated as an additional paid holiday under this Article. The compensation for each holiday shall be twelve (12) hours base pay.

ARTICLE 8 **CLOTHING ALLOWANCE**

The Town will pay an annual, per person clothing allowance up to an amount of:

\$600

The employee will purchase the clothing from designated suppliers. The Chief and Union president will agree on mutually acceptable standards for clothing. The amount which the

⁵ Formerly known as Washington's Birthday.

Town will pay cannot be carried over from one year to the next. The employee shall make all purchases and submit all bills to the Chief by June 1 of each year.

The Town will not provide nor require a dress uniform.

At the Town's expense, all members of the unit will be provided with rubber goods and protective equipment (so called "turn out gear"). The Chief shall determine the type, style and standard, subject to the NFPA standard, of turn out gear supplied by the Town.

Replacement of existing equipment shall be as follows:

Helmets	NFPA standard or equivalent
Turnout coats, pants	NFPA standard or equivalent
Boots	NFPA pant boot only
Gloves	NFPA gloves

ARTICLE 9

CALL BACK

When off-duty employees respond to a call back for any purpose, they shall be granted four (4) hours pay at time and a half for responding.⁶ Notwithstanding present practice, all overtime for callbacks in excess of four (4) hours shall be credited in one-half hour increments, instead of one-hour increments.

ARTICLE 10

EDUCATIONAL INCENTIVE

The terms of the Educational Incentive Program, attached hereto as Appendix D, is hereby incorporated by reference into this Agreement, except as hereafter provided.

A. It is agreed that the Town will appropriate funds in each fiscal year during the term of this Agreement in order to fund the reimbursement and "one-time bonus" features of the firefighters' educational incentive program as follows:

\$2,400

⁶ The four (4) hours pay provision shall become effective on November 16, 2021 and shall not be applied retroactively. If the Special Town Meeting occurs later than November 15, 2021, the effective date will be changed accordingly.

B. As long as there are sufficient funds remaining from the appropriation guaranteed in the preceding section of this Article, additional courses may be approved, in accordance with Section 2(c), Procedures 3(a) and 3(b) only, of the incorporated Educational Incentive Regulation, after all Fire Department employees have had the opportunity to enroll in two (2) courses per semester.

C. In the event that insufficient funds remain from the appropriation guaranteed in Section A of this Article, approval of additional courses is subject to all limitations and conditions of Section 2(c), Procedures 3(a) through 3(d) of the incorporated Educational Incentive Regulation.

The E.M.T. recertification workshops and refresher training are job related courses that are covered by the Educational Incentive Program set forth in Appendix D.

ARTICLE 11

EMERGENCY MEDICAL TECHNICIANS

Section 1 Wage Premium. There will be a 6.0% wage premium applied to the wage of each EMT-D. The Town will use its best efforts to conduct EMT D training on duty. These premiums will be paid weekly as part of the regular wage.⁷

Section 2 Eligibility. Each bargaining unit employee who is or becomes certified as an Emergency Medical Technician Ambulance, Mast Trousers or Defibrillator, by meeting the training and examination requirements of Section 6 of Chapter 111C of the Massachusetts General Laws, and who presents proof of this certification to the Chief of the Fire Department, shall be entered on a list of certified EMTs and each will be paid the appropriate premium.

Employees must provide proof of continuous certification to be paid the premium. On or before the normal expiration date of each EMT's certification, each EMT will indicate, by letter to the Chief of the Fire Department, one of the following conditions:

⁷ When the conversion to a bi-weekly payroll takes place, this sentence will be revised to read "These premiums will be paid bi-weekly as part of the regular wage."

1. Requirement for certification has been satisfied and recertification is expected. Proof of recertification will be supplied immediately upon receipt. Upon receipt by the Chief of proof of recertification, the EMT will be reimbursed \$175 in connection with the cost of the biannual recertification fee. In addition, an EMT who is required as part of his duties to have national EMT certification will be reimbursed up to \$50 in connection with the cost of the biannual recertification fee.
2. Requirements for certification have not been satisfied.

In Condition 1, the Town will continue to pay the individual premium for a maximum of two (2) months while confirmation of certification is processed by the Massachusetts Office of Emergency Medical Services. Should proof of certification not be presented to the Chief of the Fire Department before the end of the two month period, the individual will be withdrawn from the list of certified EMTs and will not receive the premium until proof of certification is provided for a complete calendar month.

All premiums paid during the period for which no proof of certification was presented will be subtracted from the individual's weekly pay check and the deductions will be returned to the Town.⁸

In Condition 2, the Town will withdraw the employee from the list of certified EMTs and the individual will not be paid the premium after the expiration date.

Bargaining unit employees, who are removed from the list of certified EMTs and who later become recertified, will begin receiving the premium in accordance with the provisions of this Article after submission of proof of such recertification.

ARTICLE 12

DETAILS

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

⁸ When the conversion to a bi-weekly payroll takes place, this sentence will be revised to read "All premiums paid during the period for which no proof of certification was presented will be subtracted from the individual's bi-weekly pay check and the deductions will be returned to the Town."

Such assignments shall be made by the Chief or his representative on a voluntary basis and shall be distributed among employees and compensated in accordance with attached Appendix G. No employee shall accept any such assignment unless the same is made by the Chief or his representative.

No such assignment shall be made until the person or organization requesting services has agreed to pay the employee(s) the appropriate hourly rate as established in Appendix G, Section 5, for a minimum of four (4) hours.

In addition to the above mentioned rates, the Town may assess and collect from the person or organization requesting services a fee not to exceed ten percent (10%) of the costs of such services in accordance with General Laws, Chapter 44, Section 53C.

ARTICLE 13

LIFE INSURANCE

The Group Life Insurance Policy presently in effect shall appear as Appendix B of this Agreement. Any claim regarding life insurance will not be subject to grievance and arbitration under Articles 44 and 45 of the Agreement.

ARTICLE 14

ACCIDENT AND SICKNESS INSURANCE

The Group Accident and Sickness Benefit Plans presently in effect shall appear as Appendix C of this Agreement. Any claim regarding accident and sickness insurance will not be subject to grievance and arbitration under Articles 44 and 45 of the Agreement.

ARTICLE 15

MEDICAL INSURANCE

The Town will provide the Blue Cross/Blue Shield Master Medical or Master Health Plus medical plan and will contribute 50% of the premium. However, the Town may reopen this Article for further negotiations, after thirty (30) days' notice to the Union, based on the occurrence of any of the following events:

1. the enactment of any state or federal health care reform legislation which affects the health insurance of the Town;

2. if Blue Cross/Blue Shield withdraws its Master Health Plus; or
3. if the appropriation for health insurance exceeds the current appropriation* by ten percent (10%) during the term of the Agreement.

Such reopener shall not affect or reopen any other provisions of the Agreement. Any dispute under the reopener with respect to health insurance shall be subject to Chapter 589 of the Acts of 1987 (JLMC).

ARTICLE 16

VACATION

A. Members of the unit who qualify as full-time Town employees and who will have less than twelve (12) months of continuous service as of January 1st in the calendar year following the commencement of full time employment shall be credited with vacation days as follows:

1. When full time employment begins January 1 through June 30, then a week of vacation shall be granted and posted for use, effective July 1. A second week of vacation shall be granted and posted for use, effective the following January 1. A third week of vacation shall be granted and posted for use, effective the next July 1.
2. When full-time employment begins July 1 through December 30, then a week of vacation shall be granted and posted for use, effective January 1. A second week of vacation shall be granted and posted for use, effective the following July 1.

Thereafter, the employees shall be entitled to vacation in accordance with the following paragraphs of this Article, with vacation entitlements posted to the employees' accounts on January 1 of each year.

B. Members of the unit who qualify as full-time Town employees having twelve (12) months continuous service in any calendar year shall be entitled to two (2) weeks' vacation with pay each calendar year.

C. In accordance with Section 111D of Chapter 41 of the General Laws, additional vacation will be granted as follows: three (3) weeks after completion of five (5) years; and four (4) weeks after completion of ten (10) years' service.

* approximately \$1,130,000

D. Members of the unit who qualify as full-time Town employees having eighteen (18) or more years of continuous service shall be entitled to five (5) weeks' vacation with pay each calendar year.

E. A "week" of vacation is defined as two (2) 10-hour day tours and two (2) 14-hour night tours.

F. When eligible, all employees shall receive a minimum of two (2) weeks' vacation in prime time (school vacation). Before April 1, employees may select one week or two consecutive weeks of prime time vacation on the basis of seniority by shift. After April 1 and before June 1, on the basis of seniority by shift, employees first may select additional weeks of vacation in or out of prime time in one week increments, and second, after the selection by all employees of additional weeks, may select single days of vacation in or out of prime time. Vacation is to be selected and utilized in blocks of calendar weeks. Single day vacation selection will only be available for employees who have less than a full week of vacation available as a result of the utilization of single shifts of vacation for other authorized leave under this Agreement.

G. Vacation may be scheduled throughout the year, but must be completed before the end of the calendar week which includes December 31, except as provided in the Hudson Personnel Regulations. However, vacation leave shall not be taken during the following tours: Thanksgiving (day and night shift), December 24 (night shift), and December 25 (day and night shift).

H. Absences for personal reasons may be charged to vacation leave upon application by the employee and approval by the Department Head. Such absences, however, may not be charged to vacation leave beyond that which the employee has earned at the time of such application.

I. Firefighters will pick vacations separately from bargaining unit officers. Only one bargaining unit officer may be on vacation at any time. Not more than two (2) firefighters per shift may be on vacation at any time.

ARTICLE 17
SICK LEAVE

A. Cumulative sick leave shall accrue to all full time permanent members of the unit 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 one hundred twenty (120) working days.

B. Sick Leave must be authorized by the Department Head and must be reported on the employee's weekly time slip to the Executive Assistant.⁹

C. The Department Head may require a medical certification for absences of one or two (2) days and shall require medical certification for all absences of three (3), or more, days.

D. 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 Section.

E. In the case of an employee who is receiving Workmen's Compensation or its equivalent, payments made under the provisions of this Section shall be limited to the difference between the Workmen's Compensation or its equivalent and the employee's regular net pay.

F. In the event of payments made to an employee under the preceding subsection, the Department Head may debit the employee's sick leave accrual by such amounts as he determines to be equitable in relation to such payments.

G. On January 1st or as soon after as practical of each calendar year, each employee 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 one hundred twenty (120) days accumulated during the preceding year.

H. The Board of Selectmen may permit an employee 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.

⁹ When the conversion to a bi-weekly payroll takes place, this sentence will be revised to read "Sick Leave must be authorized by the Department Head and must be reported on the employee's bi-weekly time slip to the Executive Assistant."

I. All sick leave advanced to an employee 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 an employee leave Town employment with a sick leave advance liability against his record, such liability will be deducted from accrued earnings.

J. Whenever an employee has been granted advanced sick leave with pay, the employee shall be examined by the Town Physician on or about the twenty-fifth (25th) day of the advanced sick leave. The Town Physician shall report to the Board of Selectmen concerning the condition of the employee and the estimated time required for recovery. The Town shall then take immediate action as follows:

1. If the estimated recovery time is less than thirty (30) calendar days, the leave shall be extended.
2. If the estimated recovery time for the employee is more than thirty (30) calendar days, the employee shall be placed on a temporary leave of absence without pay or fringe benefits but the Town's portion of the employee's hospitalization and life insurance will continue to be paid during this period.
3. If at the end of the temporary six (6) month leave of absence the employee is unable to return to work, his employment shall be terminated from the Town.
4. If the report of the Town Physician indicates that the employee 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 employee to a suitable job and to reclassify the employee to a new position with commensurate pay. If the employee refuses such a transfer, the employee shall be discharged. If the Executive Assistant is unable to transfer such handicapped employee to a new position, the employment of the employee shall be terminated from the Town.

K. 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 or Chapter 151B of the General Laws or the Americans with Disabilities Act.

L. Upon death, an employee's estate shall be compensated for all days of accumulated sick leave at a rate of twenty-five percent (25%) of a day's pay for each day accumulated up to a maximum of \$11,500.

Upon retirement, an employee who is vested in the retirement system shall be compensated for all days of accumulated sick leave at a rate of twenty-five percent (25%) of a day's pay for each day accumulated up to a maximum of \$11,500.

M. A day's pay for the purposes of Sections G and L of this Article is equal to twelve (12) hours pay.

N. Each employee may designate a beneficiary to receive accrued sick leave buyback after his death by filing a designation form with the Town.

O. Upon request to the Chief, employees who have been on Sick Leave for four (4) weeks shall have the opportunity to obtain light-duty assignments, as defined in Article 31, On the Job Injuries, if they are otherwise physically qualified, and, if in the Chief's opinion, there is appropriate light-duty work available. Employees may not avoid the four (4) week waiting period. Employees working less than full-time light duty under the provisions of this Section shall consume sick leave sufficient to make up full-time pay. Light-duty work under this Article shall be limited to three (3) months per disability.

P. An employee may not engage in any outside job, occupation or employment while on sick leave from duty; the prohibition does not apply to off-duty days.

ARTICLE 18

BEREAVEMENT LEAVE

Leave up to three (3) working days may be allowed for death in an employee's family as follows: mother, father, spouse, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandson and granddaughter, except for aunt, uncle, niece, and nephew, which shall be one working day. The Town may allow additional bereavement leave time chargeable to sick leave.

ARTICLE 19
UNION BUSINESS LEAVE

A. Time off with pay will be granted for not more than three (3) members of the bargaining unit for purposes of collective bargaining negotiations, fact-finding, and interest arbitration.

B. Biennially, two (2) members of the bargaining unit will be granted up to four (4) paid tours of duty to attend one I.A.F.F. convention when the time off will not result in any contractually required overtime costs to the Town. The Union will arrange for employees to standby to be available to fill the first absence, which the contract requires to be filled, which may arise on any tour of duty on which an employee has taken time off under this Article and Section, and will supply the Department Head with a schedule of such standby employees.

C. There will be four (4) person-tours of paid time off available biennially to bargaining unit members to attend one P.F.F.M. convention without regard to overtime costs to the Town.

ARTICLE 20
PERSONAL AND EMERGENCY LEAVE

The existing Regulations with respect to personal and emergency leave shall be incorporated by reference into the contract. Denial of leave request will be submitted to the employee in writing with reasons stated therein.

In addition to the leaves set forth in the Regulations, there will be one day per person per year of personal leave which may be charged to sick leave, provided the employee furnishes the Chief with the reason for the personal leave and with notice forty-eight (48) hours in advance of the commencement of the leave.

ARTICLE 21
INCENTIVE DAYS

For each continuous period of six (6) months through which an employee works without using sick leave, personal leave or emergency leave, the employee shall earn one shift off with pay. The employee may schedule the day off at a time established in the discretion of the Chief.

Two (2) such days off may be accumulated, and any further days earned must be taken within one year of accrual.

ARTICLE 22 **DISCRIMINATION**

There shall be no discrimination by the Town or the Association because of an employee's race, creed, color, national origin, sex, sexual orientation as defined by law, age as defined by law, disability, genetic information, Association activities or lack of Association activities.

ARTICLE 23 **HOURS OF WORK**

The 24-hour schedule will retain the same day and night shifts currently provided by the Agreement for all contractual purposes, including but not limited to, vacation, sick leave, bereavement, personal days, and overtime. (For example, employees will be permitted to select one day shift or one night shift of sick leave and overtime will offered as single day or night shifts.) The parties agree that each has made a good faith attempt to identify and appropriately adjust all sections of this Agreement that may be affected by the 24-hour scheduling. The parties agree that there will be no "windfall" whenever and wherever the revised 24-hour scheduling inadvertently increases or expands benefits to employees nor shall such 24 hour scheduling confer a specific benefit "windfall" upon the Town, that were not specifically addressed in the November 15, 2004, JLMC Award. The parties also agree that if any section of this Agreement was inadvertently overlooked in this attempt, the parties will meet, within a reasonable time frame, to resolve such situation.

The trial 24-hour schedule will conform to the following pattern of shifts:

	<u>Day of Work Cycle</u>							
	1	2	3	4	5	6	7	8
Day Shift	X		X					
Night Shift	X		X					
		O		O	O	O	O	O

A. Tours of duty and work schedule as currently practiced shall be incorporated into the Collective Bargaining Agreement.

B. The Town shall be given discretion to change the above:

1. by giving one week notice to the Union, including consultation as to the reasons for changing regular work tours or schedules, except when it is beyond the reasonable control of the Town; and
2. subject to the grievance procedure.

C. The regular work week shall be forty-two (42) hours. Compensation for hours worked in excess of those constituting the regular work week shall be paid at time and one-half of the regular hourly wage rate. Call-back time shall be included in determining the number of excess hours worked in one week for which the overtime compensation rate shall be paid. In computing overtime, holidays, vacations and sick leave will be computed as time worked.

D. Overtime shall be allocated in accordance with the procedure set forth in Appendix A.

E. The Town shall offer compensatory time off accrual and use at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour worked. An employee may request that compensatory time off be accrued in lieu of paid overtime, but the employee may not accrue more than ninety-six (96) hours of compensatory time off; provided, however, effective July 1, 2022, all employees will be subject to a cap on the number of hours they may accrue and use each calendar year. Specifically, effective July 1, 2022, employees may not accrue or use more than 120 hours of comp time per calendar year. Once an employee has accrued a total of 120 hours of comp time during a calendar year, the employee may not accrue any additional comp time. Any unused comp time as of December 31 shall be posted to the employee's comp time report as of January 1 of the next calendar year. The accrual and use shall be totaled and reported monthly. Compensatory time off may be utilized at the request of the employee with the approval of the Chief. The Chief's approval will not unreasonably be withheld. No employee shall be compelled to take compensatory time. A minimum of forty-eight (48) hours' notice¹⁰ must be given in advance of the requested compensatory time. Compensatory time off shall be taken in minimum increments of two (2) hours. However,

¹⁰ Notice of requested compensatory time must be given to the Chief during regular business hours between Monday-Friday, 8:00 am to 4:30 pm only.

compensatory time off shall not be taken during the following tours: Thanksgiving (day and night shifts), December 24 (night shift), and December 25 (day and night shift).

F. In the absence of an alarm of fire or an order to remain on duty, a firefighter held over at the end of a shift or a callback period shall be paid in half-hour increments.

G. Officer Time Off. Prior to July 1, 2022, no two officers can be off the same shift for vacation and/or comp time.

ARTICLE 24 **INTEGRITY OF EMPLOYEES**

The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 25 **RESPONSIBILITY OF EMPLOYEES**

All employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties. It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage.

ARTICLE 26 **SENIORITY**

Section 1 Civil Service Seniority. Civil Service seniority, as defined in Massachusetts General Laws Chapter 31, shall apply in layoffs, recalls and promotions within the bargaining unit, provided the senior employee is qualified and has the comparative ability to perform the job in accordance with Chapter 31. Final determination of ability, and filling of any vacancy shall rest with the Town and shall not be a matter of grievance and arbitration; however, any allegation that the Town engaged in personal discrimination against any member of the Union may be subject to the grievance and arbitration procedure.

Section 2 **Departmental Seniority.** For the purposes of vacation, senior firefighter in charge, or overtime assignment, departmental seniority shall apply. Departmental seniority is defined as the total accumulated service in the Hudson Fire Department. The service need not be continuous or uninterrupted. In the case of a tie in Departmental seniority, the employee with the higher Civil Service mark shall be the senior employee.

Section 3 **Town Service.** For the purpose of entitlement to benefits, such as amount of vacation or longevity, Town service shall apply. Town service is the total accumulated service in any department of the Town of Hudson. The service need not be continuous or uninterrupted.

Section 4 **Seniority Lists.** The Town shall prepare annually and revise as necessary, subject to examination and grievance by the Union, Seniority Lists (Civil Service seniority list, Departmental seniority list, and Town Service seniority list) to record the status of each member in the unit. The Union shall be provided with a copy of the Seniority Lists and shall be notified of all changes. Each member, or the Union in the case of the Departmental or Town Service lists, shall have the right to protest any error in his seniority status under the grievance procedure.

ARTICLE 27 **PROBATION PERIOD**

The first twelve (12) months of employment for any new personnel shall be considered a probationary period. If within the probationary period the employee's work is deemed unsatisfactory by the Department Head, the employee shall be dismissed by the Department Head. After the probationary period, the employee shall be considered a regular employee of the Town. No regular employee shall serve more than one probationary period during one tenure of employment.

ARTICLE 28 **MANAGEMENT RIGHTS**

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 Union, all the powers, authority and prerogatives of management, including, but not limited to, the following items:

- A. the operation and direction of the affairs of the Hudson Fire Department in all of the its various aspects, including, but not limited to, the mission, budget and policy of the Department;
- B. control of operations;
- C. the introduction of new facilities and methods;
- D. the appointment, lay off, transfer and promotion of employees;
- E. the assignment of work and tours of duty;
- F. the demotion, suspension, discipline or discharge of employees, except only for just cause for permanent employees;
- G. the determination of the level of services to be provided;
- H. the direction, control, supervision, and evaluation of the employees;
- I. the institution of technological changes from time to time, or the revising of processes, systems or equipment from time to time;
- J. the assignment of duties including the change of duties from time to time;
- K. the requirement of overtime;
- L. the layoff or relief of employees due to lack of funds, work, or for any other lawful reasons,
- M. the relief of employees due to the incapacity to perform duties;
- N. the making, amendment, and enforcement of such reasonable rules and regulations from time to time as the Town deems necessary;
- O. the determination of employee classifications;
- P. the determination and interpretation of job descriptions;
- Q. the increase, diminishment, change or discontinuation of operations in whole or in part;
- R. the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- S. the determination of the location, organization, number and training of personnel;
- T. the assignment to work sites, including the change of work sites from time to time;
- U. the granting and scheduling of leaves;
- V. the scheduling and enforcement of working hours;
- W. the assignment and requirement of overtime;
- X. except as required by the arbitration award dated March 10, 2003, issued by Ellen Lutz, Arbitrator, the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;
- Y. the determination of whether goods should be leased, contracted or purchased;
- Z. the hiring of employees, including the determination of qualifications and requirements for the position;
- AA. the making, amendment, and enforcement of reasonable operating and administrative procedures from time to time as the Town deems necessary.

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

ARTICLE 29
PAST PRACTICES

In the matter of pay, hours and all other conditions pertaining to employment which are not specifically prescribed in this Agreement, the Town rules and practices presently existing, where they are not in conflict with the terms of this Agreement, will be followed.

ARTICLE 30
MINIMUM MANNING

The Town agrees that the Chief will assign at all times six (6) firefighters to duty, and not less than two (2) firefighters to any open station.

ARTICLE 31
ON THE JOB INJURIES

Section 1 **Chapter 41, Section 111F.** Chapter 41, Section 111F of the General Laws shall be incorporated by reference into the Agreement.

Section 2 **Light Duty.** Subject to the conditions set forth in this Article, the Chief may require an employee who has been on Injured on Duty (IOD) status for more than four (4) weeks and who is not hospitalized, to perform light duty, provided that the employee is not taking medication, which would impair performance; that the Town is not contesting the employee's IOD status; and, that the Chief has determined that there is suitable bargaining unit work available for which the employee is qualified. The employee may waive the four (4) week period and may begin light duty earlier than otherwise required. The Chief may assign an employee who has a retirement petition pending before the Retirement Board to light duty for a period of only one (1) year. Upon expiration of the one year period, the employee may no longer perform light duty, unless the Chief, in his sole discretion, decides to extend the light duty assignment for three (3) months. The Chief may renew the light duty assignment for additional three (3) month periods as the Chief deems appropriate.

Light duty may be required only if the employee is certified by a Town designated doctor, at the Town's expense, to be able to perform limited bargaining unit duties. Upon notification from the Chief of a certification for light duty, if an employee disagrees, the employee may, at his expense and within seven (7) calendar days, if possible, but in any event as

soon thereafter as the physician's schedule permits, furnish the Chief with a medical report from a physician of his selection. He shall notify the Chief of his intent to furnish such report upon receipt of the notification of the light duty certification and assignment from the Chief. Otherwise, the employee shall report for duty as assigned.

If the employee elects to furnish a report from a physician of his selection and such report supports the certification and assignment for light duty, the employee shall report for duty when said report is furnished to the Chief, but not later than the end of the seven day period provided for furnishing such report. If the physician selected by the employee disagrees with the Town physician's certification, the two (2) physicians shall designate a third, neutral physician with expertise in the medical specialty of the employee's injury, who shall, within seven (7) days of the furnishing of the employee's physician's report, if possible, but in any event as soon thereafter as the neutral physician's schedule permits, determine the employee's fitness for light duty. The medical determination of the neutral physician with respect to the employee's fitness for light duty shall have the effect of an arbitration award on the parties and shall not be further subject to the grievance and arbitration provisions of this Agreement. The fee of the neutral physician shall be borne equally by the Town and the employee.

The Chief shall assign an employee on light duty to only such tasks which the relevant physician approves as being medically appropriate for the employee's injury and conditions and only to such light duties that the Chief deems appropriate for this employee. The following conditions shall apply to employees working light duty:

- (a) They shall work an administrative shift Monday - Friday;
- (b) They shall wear appropriate station attire as determined by the Chief; and
- (c) Their presence on a light duty assignment shall not count for purposes of Article 30, Minimum Manning.

For the purposes of this Article, an employee's return to unrestricted work of less than four (4) regularly scheduled consecutive tours of duty shall not constitute a break in IOD status.

Section 3 Accrual of Benefits. When an employee has been on IOD status for five (5) months, and when he is not qualified for light duty as provided in this Article or there is no

such light duty available, the employee shall cease accruing the following benefits for the duration of his leave: vacation, sick leave, clothing allowance, specialty premiums, EMT premium, holiday pay, incentive days and personal days. An employee on IOD status who is qualified for and performs light duty pursuant to the provisions of this Article shall not cease to accrue the foregoing benefits. After sixteen (16) consecutive tours of IOD status, an employee shall cease receiving the Mechanic's premium for the duration of his injury regardless of the availability or performance of light duty work.

ARTICLE 32

SUBSTANCE ABUSE, STRESS AND EMPLOYEE PRIVACY

Section 1 The presence of a substance impaired or stress impaired firefighter on the job creates a danger to the public as well as to the other firefighters who rely upon him. The goals of this provision are to protect the public and the firefighters by prevention of substance abuse, removal of impaired employees from the workplace, and the rehabilitation of employees with substance abuse and stress problems.

Section 2 The Chief will be responsible for administering this program. The program is based on the Chief's observations of the on-duty firefighters. The Chief shall have the right to observe the demeanor of the firefighters and to require them to perform "field sobriety tests." He may call for a witness to his observations and tests. If, based on his observations and tests, he concludes that the firefighter is impaired, he may take either of the following actions:

A. Disciplinary Action. This provision shall in no way diminish the rights of the Chief to discipline a permanent employee for just cause. The Chief may take any of the traditional disciplinary actions against the employee in accordance with the just cause standard, including verbal warning, written warning, suspension, removal from the workplace without pay, and discharge.

B. Non-Disciplinary Action. The Chief may take the following actions against the employee, which shall be considered non disciplinary. The actions shall not be entered into the employee's permanent record, they shall not be used in any subsequent disciplinary proceeding to support disciplinary action, and they shall not be grievable unless the

Chief has clearly abused his authority or acted in violation of the law. The purpose of such non-disciplinary action is to give the Chief the opportunity to solve problems of substance abuse or stress impairment in an informal manner without having to meet the burdens of proof of the disciplinary process and without exposing the employee to the potentially severe penalties of the formal disciplinary process.

First, the Chief may remove the employee from the workplace with pay for the remainder of a shift which the Chief believes the employee is incapable of working. The Chief may charge the shift to sick leave. If the employee has insufficient sick leave available, he may be placed on leave without pay or he may elect to charge the shift to vacation.

Second, the Chief may order an employee into a rehabilitation program without loss of pay and charge the employee's sick leave. If the employee has insufficient sick leave available, he may be placed on leave without pay or he may elect to charge his absence to vacation. Any discipline imposed as a result of the permanent employee's refusal to participate in such a program or because of his failure to complete it shall remain subject to the just cause standard. The cost of such rehabilitation program shall be the responsibility of the employee. The Chief will endeavor to place the employee in a program covered by medical insurance, if a suitable program is available.

C. Probationary Employees. Probationary employees may not grieve disciplinary actions taken pursuant to this section.

Section 3 Except as otherwise provided by this Article, the employees shall enjoy a right of dignity and personal privacy in their employment. This right shall prohibit the following intrusions, among others: random drug tests, and inquiries about personal matters unrelated to job performance. Such right shall not, however, limit in any way the rights presently enjoyed by the employer with regard to the management of the Department and the proper performance of the employees' jobs.

ARTICLE 33
ACCESS TO INFORMATION

The Association shall have the access to any information in possession of or under control of the Town to the extent that such access is required by law.

ARTICLE 34
EMPLOYEE FILES

An employee shall have the right, on request at reasonable times, to examine all materials in his personnel file. A copy of any such material shall be furnished the employee at his request and at his expense.

ARTICLE 35
FIRE ACADEMY

New employees shall be sent to the fire academy on the Town's time for the first available class.

ARTICLE 36
CIVIL SERVICE EXAMS

There shall be time off for Civil Service promotional exams and for Civil Service entrance exams for provisional employees already employed full time by the Fire Department.

ARTICLE 37
PHYSICAL FITNESS

The Town will require and provide, at its expense, a biennial physical examination for each employee under forty-five (45) years of age, and an annual physical examination for each employee forty-five (45) years of age or older, to evaluate whether the employee can continue to perform the duties of his job and to obtain specific recommendations relative to the maintenance or improvement of the employee's physical condition. The physical shall consist of such tests as are agreed to by the parties and set forth as Appendix F. The Chief shall have the right, at his sole discretion after consultation with a medical officer, to require persons under forty-five (45) years of age to be subject to an annual physical examination.

The Town will make an initial selection of the physician. If the employee objects to the Town's selection, the Town will furnish a list of three (3) physicians from which the employee

shall choose one physician. The physician's report shall include the results of the tests specified in Appendix F as well as matters that relate to the employee's ability to perform his duties. A copy of said report shall be furnished to both the Town and the employee.

All employees shall participate in thirty (30) minutes of physical fitness exercises per tour of duty. The contents of the exercise program shall be tailored to the individual and shall be developed by the Chief in consultation with the Union.

ARTICLE 38

JOB OPENINGS

Whenever an opening arises in specialty jobs (including but not limited to arson investigator, training officer, fire alarm specialist, equipment assistant, computer specialist), except for emergencies, the opening shall be filled in this manner:

- A. Posting. The opening shall be posted within the department one month before filling it.
- B. Applications. Department employees will have the opportunity to submit applications for the job.
- C. Selection. The Chief will select the most qualified employee who applies for the job. Nothing in this paragraph shall be construed to conflict with Civil Service Statutes.

ARTICLE 39

MEALS ON DUTY

Employees will be allowed to pick up meals in accordance with the policy set forth in Appendix E.

ARTICLE 40

DIVERS

The Department may utilize bargaining unit employees to perform diving assignments. The Chief will maintain a list of those employees available to participate in the diving program. Participation in the program by the employee is voluntary. Those employees choosing to participate shall sign the list; they may sign off the list when they wish to cease participation.

In order to be eligible to participate in the program, an employee must hold a diving certificate. The employee will not be on duty or insured by the Town while training or testing for his initial certification.

Employees participating in the diving program, whether involved in diving or other related duties directed by the Chief, will be considered on duty in the Hudson Fire Department for all contractual and statutory purposes. Employees participating in a training course assigned or approved by the Chief shall be on duty for contractual and statutory purposes, but without pay. The Town shall require and provide two (2) hours of on-duty, in-water Department-directed training or skill maintenance per year for each participant in the diving program.

The Town will pay for damage, not normal wear and tear, done to the personal property of divers during the course of activity in this diving program.

ARTICLE 41 **RESIDENCE**

Within one hundred eighty (180) days of their employment and thereafter, all employees shall reside within a ten (10) mile radius of the limits of the Town of Hudson. The parties will explore legislative approval to expand the residency radius to fifteen (15) miles for all firefighters.

ARTICLE 42 **FIRE ALARM SPECIALIST**

Fire Alarm work shall be assigned to a Fire Alarm Specialist. Such assignments shall be made to those employees who are willing and qualified for such work. Firefighters performing Fire Alarm duties shall remain members of the bargaining unit and will be considered on duty at the Hudson Fire Department for all contractual and statutory purposes. Fire Alarm details performed outside of a Specialist's shift shall be compensated at the Specialist's overtime rate. The following details must be assigned and compensated as overtime: trimming branches near wires, installation of new fire alarm cable, hooking up of new boxes, and permanent repairs to broken wires in the system. The work shall be distributed equally amongst the Fire Alarm Specialists, according to their qualifications.

When a fire alarm circuit or portion thereof needs service, and there are no volunteers for that duty, the Officer in Charge may order in the Fire Alarm Specialist(s) with the least number of hours.

If it becomes necessary to hire non-specialist employees to assist the Fire Alarm Specialists, the persons hired will be from the Department's Overtime List and the firefighters shall be charged the hours worked on the Department's Overtime List. Employees performing Fire Alarm work on overtime will not be counted for purposes of contractual minimum manning.

A list of those who are eligible to be called to duty as Fire Alarm Specialists will be maintained in the Chief's office, and will at all times be available to the Officer in Charge.

ARTICLE 43

INDEMNIFICATION

The Town will indemnify employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed One Million Dollars (\$1,000,000) in accordance with the terms of Massachusetts General Laws, Chapter 258, Section 9. If the Town discontinues its insurance for such indemnity, this Article will be reopened for negotiation.

ARTICLE 44

GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the Town and the Union 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 employee represented by the Union concerning the interpretation, application, or claim of breach or violation of this Agreement.

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

A. The grievance shall be presented to the Town, in writing, within seven (7) calendar days of the occurrence giving rise to the grievance and taken up within that period by the aggrieved employee, alone or with a member of the Executive Board, with the Fire Chief, who shall arrange for such meetings and make such investigation as he deems necessary to give his answer within seven (7) calendar days of receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

B. The member of the Executive Board shall present the grievance, in writing, to the Executive Assistant within seven (7) calendar days after receiving the Fire Chief's answer. The Executive Assistant shall give his answer, in writing, as soon as possible, but not any later than seven (7) calendar days after receipt of the grievance. If this answer does not resolve the grievance, it may be submitted to arbitration within seven (7) calendar days from the Executive Assistant's response.

ARTICLE 45 **ARBITRATION**

Submission to arbitration shall be done by filing copies of a demand with the employer and with the American Arbitration Association. The arbitration proceeding will be conducted in accordance with the American Arbitration Association Rules.

The authority of the Arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall have no authority to issue a decision contrary to federal or state law. The Arbitrator shall have no right to add to or subtract from this Agreement. The Arbitrator shall decide any disciplinary case based upon the preponderance of the evidence standard of proof. The decision of the arbitrator shall be final and binding on both parties to this Agreement and shall be complied with within seven (7) calendar days after that decision is rendered.

Money awards resulting from a decision by the Arbitrator shall in no case be retroactive prior to the date of the submission of the grievance in writing by the Union. Any expense in connection with the grievance by the Arbitrator shall be borne equally between the Town and the Union.

ARTICLE 46
STRIKES

The Union agrees that there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management or operation of the Fire Department.

If any strike, slowdown, stoppage of work, or any interference with the efficient management or operation of the Fire Department occurs, the Union within forty-eight (48) hours after mailing of written notice from the Town, shall be obliged to advise the Town, in writing, that the occurrence has not been sanctioned by the Union.

Thereafter, the Town shall hold the Union harmless for any damages suffered by the Town arising from or out of such unsanctioned occurrence, and may discipline any employees involved.

ARTICLE 47
PERSONAL PROPERTY DAMAGE FUND

The Town shall establish a Personal Property Damage Fund in the Fire Department in the amount of \$750 per fiscal year, effective July 1, 1997, to be used to reimburse employees for damage to or loss of personal property in the course of the actual performance of their duties in the employment with the Town. In order to be eligible for reimbursement under this Fund, the following conditions must be met:

- A. The employee must be the owner of or in control of the article that was damaged or lost and must submit a claim under this Article within seven (7) days of the damage or loss.
- B. The loss or damage must occur to the personal property of the employee while on duty and under appropriate circumstances.
- C. The damage or loss must occur without any negligence on the part of the employee.
- D. Upon approval of reimbursement for an item to be replaced, the damaged item must be turned over to the Chief if the item is available and if it is reasonable to do so. If the item is to be replaced, the Town will keep the old item; if a part of the item is to be replaced, the Town will keep the old part.

- E. The amount of reimbursement will be limited to the reasonable cost or repair or, if necessary, replacement of the damaged property.
- F. An item of personal property of a luxury nature which is damaged or lost will not be reimbursable under this Article.

ARTICLE 48 **SAFETY WATCH**

The Fire Chief may at any time post a safety watch when, in his sole discretion, he determines it is appropriate. The safety watch may include on-duty bargaining unit personnel, who shall not be eligible for overtime, except as provided in Article 23, Hours of Work, or it may include off-duty bargaining unit personnel, who have responded to the alarm sounded for the incident.

The Town agrees that a person officially on safety watch shall not count towards minimum manning, as set forth in Article 30.

ARTICLE 49 **STABILITY OF AGREEMENT**

Section 1 No agreement, understanding, alteration, amendment or variation of this Agreement's terms will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2 The failure of the Town or the Union to insist in 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 Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

ARTICLE 50 **DRIVERS LICENSE**

All firefighters shall immediately notify the Chief as soon as they have knowledge that they do not possess a valid and current Massachusetts driver's license and shall not drive any fire vehicle during such period they do not have an effective license.

ARTICLE 51
ADVISORY SAFETY COMMITTEE

An advisory safety committee will be established consisting of four bargaining unit members selected by the Union for participation on the safety committee to meet with the Fire Chief on a quarterly basis. Members on the safety committee shall not receive overtime or call back time for participation on the safety committee.

ARTICLE 52
DURATION

THIS AGREEMENT shall be for three (3) years, effective from July 1, 2021 until June 30, 2024, but continuing in effect after June 30, 2024 until replaced with a successor agreement, effective July 1, 2024.

TOWN OF HUDSON
Board of Selectmen

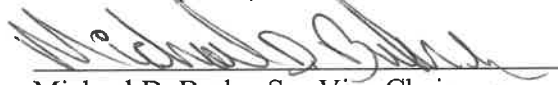
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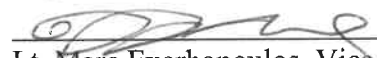
Scott R. Duplisea, Chairman



FF Jeffrey Chaves, President



Michael D. Burks, Sr., Vice Chairman

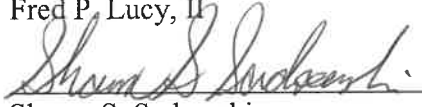


Lt. Marc Exarhopoulos, Vice President

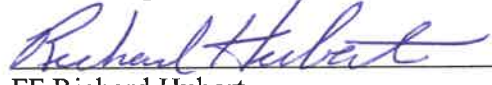
James D. Quinn, Clerk



FF Christopher Devoe, Secretary

Fred P. Lucy, II


Shawn S. Sadowski



FF Richard Hubert

Date: 1/26/22

Date: _____

Approved as to Legal Form for the Town:

Kimberly A. Rozak, Esq.
Town Labor Counsel

Date: _____

APPENDIX A
OVERTIME ALLOCATION POLICY

The following SOP will be followed with scheduled and unscheduled absences.

1. Unscheduled Overtime for Firefighters

This provision will be used to distribute unscheduled overtime that arises from the need to bring the shift complement up to minimum manning. The firefighter with the lowest accumulated hours of overtime, who is not on leave, and is eligible, and is working on the shift that precedes the opening, will be offered the overtime. If this firefighter refuses, the firefighter with the next lowest hours on that shift shall be offered the overtime. This process shall continue on the shift until the overtime has been filled or the entire shift has refused. In case the entire shift refuses, the firefighter on that shift with the lowest hours that is eligible will be ordered to fill the shift.

2. Unscheduled Overtime for Officers

The officer with the lowest accumulated hours of overtime, who is not on leave and is eligible, will be offered the overtime hours first. If he refuses, or is ineligible, the next lowest officer on the list will be offered the overtime. This process shall continue until the overtime has been filled, or all officers have refused. In this case the officer with the lowest hours shall be ordered to fill the shift.

In the event minimum manning overtime is evoked as a result of a lieutenant being absent from his or her shift, a lieutenant shall be recalled for overtime.

3. Scheduled Overtime

The officer and firefighter with the lowest accumulated hours of overtime, who is not on leave, and is eligible will be offered the overtime first. Any firefighter contacted eight (8) days or more prior to the overtime has twenty-four (24) hours to reply. Failure to reply will be considered a "NO" and shall be charged.

ARTICLE 51
ADVISORY SAFETY COMMITTEE

An advisory safety committee will be established consisting of four bargaining unit members selected by the Union for participation on the safety committee to meet with the Fire Chief on a quarterly basis. Members on the safety committee shall not receive overtime or call back time for participation on the safety committee.

ARTICLE 52
DURATION

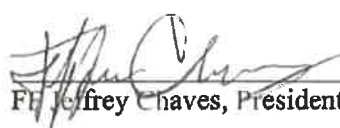
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TOWN OF HUDSON
Board of Selectmen

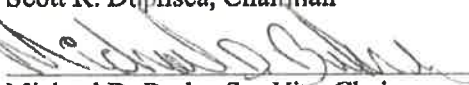
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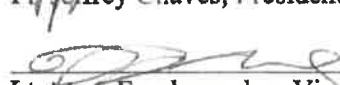
Scott R. Duplisea, Chairman



FF Jeffrey Chaves, President



Michael D. Burks, Sr., Vice Chairman



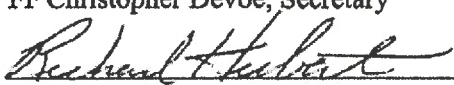
Lt. Marc Exarhopoulos, Vice President

James D. Quinn, Clerk

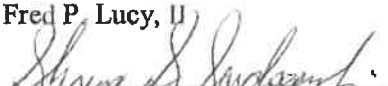


FF Christopher Devoe, Secretary

Fred P. Lucy, II



FF Richard Hubert

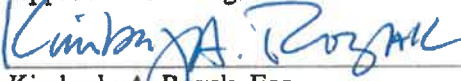


Shawn S. Sadowski

Date: 1/26/22

Date: _____

Approved as to Legal Form for the Town:



Kimberly A. Rozak, Esq.
Town Labor Counsel

Date: 2/1/22

Any officer or firefighter contacted less than eight (8) days prior to the overtime will have one hour to reply. Failure to reply will be considered a “NO,” and the officer or firefighter shall be charged. Once the scheduled overtime list has been made out, it will not be affected by the filling of unscheduled overtime for firefighters. Officers scheduled overtime list will not change up to the point it has been hired, but may change subject to unscheduled overtime.

Scheduled overtime tours must be offered and accepted in the order that they occur. No officer or firefighter may accept an overtime tour unless the previous tours have been accepted. All overtime will be offered by the officer of the Department.

4. Swaps in Relation to Overtime

Any firefighter scheduled for an approved departmental swap will not be eligible for overtime on the same tour. The firefighter who has been granted the swap will not be eligible to work overtime on his regular tour.

5. Department Leave in Relation to Overtime

No firefighter will be eligible for overtime while on approved department leave. Eligibility will end when the leave begins after the firefighter has worked his first tour upon returning from leave.

“Leave” is defined in the personnel by laws and the Collective Bargaining Agreement.

A firefighter who fails to report to duty for an overtime tour that he accepted will be charged the hours of the tour on the accumulated hours list. The only exceptions will be bereavement leave, on-duty-injury leave, and sick leave with a Medical Certificate. A firefighter who must leave an overtime tour before it is completed will be charged with the hours of overtime worked.

6. Persons with Special Qualifications

Persons with special qualifications may be hired without reference to the overtime eligibility list to serve the best interest of the department with the approval of the Chief. Overtime offered under this provision shall not be charged to general overtime eligibility list.

7. Accumulated Overtime Hour List

All hours worked and paid at an overtime rate will be charged to the person and recorded on the accumulated overtime list.

8. Continuous Duty

In no case will any person work more than three (3) tours of duty in succession without at least ten (10) hours of off duty time.

9. Emergency

In the event that the above guidelines fail to provide for adequate coverage for public safety, the Chief will hire, or order to work sufficient personnel without reference to these guidelines.

10. Conditions

(a) An employee who is on leave will not be offered overtime that is to be assigned during the time of his leave but is not to be worked until a time after his leave. Once the employee has returned from leave and becomes eligible for overtime again, he will be eligible for overtime as it becomes available.

(b) If the Chief determines that additional coverage is necessary and he further determines that one or more shifts should be called back, he will call them back in the order they are next due to report for work.

APPENDIX B
LIFE AND ACCIDENT INSURANCE

[see attached]

APPENDIX C
MEDICAL INSURANCE

[see attached]

APPENDIX D
EDUCATIONAL INCENTIVE PROGRAM

A. POLICY STATEMENT

It is the policy of the Town of Hudson to provide education incentives and assistance to employees covered by the Personnel By-Law who are interested in job related courses, seminars, or degree programs insofar as funds have been approved at an Annual Town Meeting.

B. POLICY DEFINED

1. Eligibility. All employees covered by the Personnel By-Law are eligible to participate in this program after three (3) months of service.

2. Educational Incentives

(a) Pay Increases for Certified Non-Fire Science Degrees. With the approval of the Department Head and the Executive Assistant, pay increases will be given upon receipt of an Associate's, Bachelor's, or Master's Degree from an accredited institution in accordance with the following schedules. Certification shall be determined by the New England Association of Schools and Colleges, the Massachusetts Board of Higher Education, or other state agency responsible for such certification.

Associate's Degree	\$1,150
Bachelor's Degree	\$1,672
Master's Degree	\$1,978

Said pay increases are payable the succeeding month (after Executive Assistant verification) prorated above, payable from the department budget, which is the responsibility of the Department Head to include in the fiscal budget.

(b) Pay Increases for Certified Fire Science Related and Public Administration Degrees. Beginning on July 1, 2022, with the approval of the Department Head and the Executive Assistant, pay increases will be given upon receipt of an Associate's, Bachelor's, or Master's Degree from an accredited institution in

accordance with the following schedules. Certification shall be determined by the New England Association of Schools and Colleges, the Massachusetts Board of Higher Education, or other state agency responsible for such certification. An employee who has already obtained a certified fire science related degree or public administration degree and has been receiving the pay increase shown above in paragraph (a) shall, beginning on July 1, 2022 no longer receive this pay increase, but shall receive the pay increase as shown below:

Associate's Degree	Bachelor's Degree	Master's Degree
5%	7.5%	12.5%

3. Educational Assistance

(a) Tuition Reimbursement. Upon notification to the Executive Assistant by the educational institution attended that the employee passed a course or courses, the Board will authorize 100% tuition reimbursement to the employee.

(b) Conference and Seminar Expenses. In those instances where prepayment of conference and seminar fees are to be made, the Town will directly pay these expenses to the conference or seminar registration committee. The employee will submit an expense report to the appropriate department head for approval immediately after returning from the conference or seminar.

(c) Procedures

(i) An employee who desires to enroll in a job related course or courses or in a degree program will submit, prior to enrollment, an application for course and cost approval to the Chief who will discuss the career and job relevancy of the request with the employee. The Chief, whether or not he approves, will sign the application, and will forward the application to the Executive Assistant who will review the applications for appropriateness, costs and educational institution to be attended, and respond back through the Chief to the employee. If the application is rejected, alternatives will be suggested to the employee.

(ii) The approval of any educational incentives or assistance is contingent upon evidence submitted by the education institution attended to the Executive

Assistant that a course(s) has been completed with a passing grade. The educational institution attended is the final authority on what constitutes a passing grade.

(iii) Under the reimbursement features of the educational Assistance provision of the Educational Incentive Program, employees will be limited to two (2) courses per semester. Additional courses may be approved only after all Town employees have had the opportunity to enroll in two (2) courses per semester.

(iv) Approval of any course is subject to there being sufficient funds in the Town's educational Incentive Plan annual Town meeting appropriation.

Education Incentive
Notification Form

Any firefighter who anticipates graduating from a certified fire service related or public administration degree program shall notify the Fire Chief no later than October 1st for an expected graduation to occur in the following fiscal year beginning on July 1st.

A firefighter who fails to submit this notification form to the Fire Chief by October 1st shall be required to wait an additional fiscal year to receive payment under this benefit.

- ☐ I intend to graduate from a fire science related degree program or a public administration degree program in the following fiscal year.

Name (print): _____

Signature: _____

Date: _____

APPENDIX E
MEAL POLICY

1. This procedure shall be carried out at the discretion of the Fire Chief or the Officer in Charge, including which vehicles shall be used. Such procedure is to take place only once per tour. All meals must be called in before picking them up.
2. An Engine is not to be used for this purpose, unless coincidental to other department related activity, or unless authorized by the Chief or the Officer in Charge.
3. The firefighter who is going to pick up the meals will bring his turnout gear and a portable radio for purposes of communication.
4. No firefighter shall leave either station to pick up meals without the permission of the Officer in Charge.
5. Meals will be picked up and delivered in a timely manner.
6. The pick-up of meals will be in the Town of Hudson only. Station #1 is limited to grocery stores in its district. Headquarters is limited to grocery stores closest to its district.

APPENDIX F
PHYSICAL FITNESS

EXERCISE PROGRAM CLEARANCE
ANNUAL PHYSICAL EXAMINATION

1. Physical Examination (includes medical history and hands-on evaluation)
2. Lab Test to include:
 - (a) Complete Blood Count
 - (b) Serology (Venereal Disease)
 - (c) Cardiac Profile:
 - (1) Cholesterol HDL/LDL
 - (2) Triglycerides
3. Vision Screen
4. EKG and Cardiac Stress Tests with interpretation
5. Pulmonary Function Test with interpretation
6. Mantoux (T.B. Test)
7. Physical Fitness Evaluation
8. Health Risk Appraisal
9. Individual Consultation to establish individual Aerobic Exercise Program
10.
 - (a) Any new employees shall be given all of the above-mentioned tests.
 - (b) Annually each employee shall be given only those tests from the above list which the supervising physician determines are needed by that employee. All employees shall be given the consultation specified in Item No. 9. In the event that additional or follow-up tests are ordered by the supervising physician, the employee may schedule the initial additional appointment for such testing during a time when he or she is scheduled to be on duty. Subsequent appointments shall be scheduled by the employee when he or she is not scheduled for duty.
 - (c) Matters of the administration of the Physical Fitness and Examination Program shall be subject to further negotiation between the Chief and Union.

APPENDIX G
NON MUNICIPAL DETAILS

Whenever a firefighter is requested for duty at a non-municipal detail such as, but not limited to, fireworks displays, circuses and plays, the following guidelines will apply.

1. All requests for details will be referred to the Chief's office.
2. No member of this department will accept a paid or non-paid detail without assignment to this detail by the Chief's office.
3. The Chief will, within the applicable laws and rules, determine the number of firefighters necessary for the detail.
4. The detail manning will be chosen from the non-municipal detail list. The list will consist of those who sign up for it. Details will be assigned to those with the lowest number of hours charged and to the senior employees among those with the same number of hours.
5. Persons accepting these details **on and after November 9, 2015** will be paid at the rate of **\$50.00** per hour for a four (4) hour minimum. The wage rate will be increased by three dollars (\$3.00) per hour for an officer in charge where one is required.
6. Persons refusing these details will be charged, the numbers of hours that the detail lasts, on the overtime or fire alarm eligibility list.
7. Persons accepting these details will wear a clean work uniform with hat unless otherwise directed by the Chief.
8. Whenever possible, at least one person on a detail will carry a department portable radio, and remain in contact with the station.
9. A call back slip will be recorded for the hours spent on these details.
10. Persons on these details will consider themselves "on duty" and will be governed by all rules and regulations of the department.
11. Persons on details will make themselves familiar with the area that they are protecting as to exits, fire protection devices, telephone locations, first aid kits on the premises and other information that will aid the protection effort.
12. Persons on details will not take part in activities that would not be considered to be part of the protection effort, such as but not limited to, dancing, boxing,

playing games of chance or other activities that would detract from the image of a professional.

13. If hours of the detail are to be extended beyond the original agreement, notify the officer on duty. He will notify the Chief for authorization of extended time.
14. Persons on these details will be paid according to G.L. c. 44, s. 53C. Notify the Chief's office of any pay problems.
15. If persons with special qualifications are requested for non-municipal details then the Chief will assign such persons without reference to the normal rotation.

APPENDIX H
DISPATCH DUTY FOR PREGNANCY

In an effort to accommodate the special needs of pregnant firefighters, the Town and the Union agree to the following:

1. Subject to the Chief's rights of assignment pursuant to Article 28 of the Collective Bargaining Agreement (the "Agreement"), the Chief, at the request of a firefighter with medical certification of pregnancy, will assign a pregnant firefighter to dispatch duties for the duration of the pregnancy provided that dispatch duties are available as a normal firefighter assignment and said firefighter is capable of performing the duties of dispatcher. The firefighter will be eligible for overtime assignments, call-backs, back-fills, and response to alarms only to the extent that dispatch duty is available and needs to be filled. Other than the restriction to dispatch duties as described above, the firefighter will be eligible for overtime, call-back, back-fill, and response to alarms according to the procedures currently in effect pursuant to the agreement. Firefighters assigned as described above shall count towards minimum manning under the agreement.
2. If at any time during the period of the pregnancy the firefighter provides medical certification pursuant to Article 17 of the Agreement that medical complications of the pregnancy have made her incapable of continuing to work, she may avail herself of sick leave under the provisions of that section.
3. Nothing herein shall in any way impinge upon the firefighter's rights under the Federal Family Medical Leave Act and the Massachusetts Parental Leave Statute.

This memorandum of agreement has been executed by the authorized representatives of the Town of Hudson and Local 1713, IAFF.

