

**TOWN OF HUDSON  
AND  
NEPBA  
(*Patrol Officers*)**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2021 through June 30, 2022**

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AGREEMENT entered into this \_\_\_\_ day of March, 2020 by and between the TOWN OF HUDSON, Massachusetts, and New England Police Benevolent Association.

**ARTICLE 1**  
**RECOGNITION AND BARGAINING UNIT**

Pursuant to the certification of the Massachusetts Labor Relations Commission, dated June 20, 2006, the Town of Hudson (hereinafter referred to as the "Town"), recognizes New England Police Benevolent Association (hereinafter referred to as the "Union"), as the exclusive bargaining representative for those regular and reserve employees of the Police Department in the Town, who are listed in the following job classifications:

Patrol Officer (P-1)

**ARTICLE 2**  
**STABILITY OF AGREEMENT**

1. The Town will bargain collectively with the Union with respect to rates of pay, wages, hours and conditions pertaining to employment in the bargaining unit set forth in Article 1, Recognition and Bargaining Unit, subject to provisions of the General Laws applicable thereto.
2. This Agreement will be binding upon the parties signatory hereto for its full term as specified in Article 33, Duration. Matters not specifically covered in this Agreement may not be subject to the grievance arbitration procedure.
3. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto, unless made and executed in writing by said parties.
4. Any portion of this Agreement found to be in conflict with any statute now in effect or introduced at a later date will be null and void. However, all other portions of this Agreement will remain in effect. This paragraph is subject to Section 7 of Chapter 150E of the General Laws.

## **ARTICLE 2A**

### **UNION DUES**

A. Upon the written authorization by an employee and approval by the Union President, the Town agrees to deduct from the wages of each employee union member the sum certified as once-each-month union dues, and deliver the sum to the Treasurer of NEPBA Local 14. If an 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 such employee for that month. The Union agrees to indemnify and hold harmless the Town from any litigation that may arise out of, or result from, the terms of this Section.

## **ARTICLE 3**

### **DISCRIMINATION; JUST CAUSE**

A. The Town and the Union agree that neither will interfere with, restrain, or coerce employees in the exercise of rights guaranteed by Chapter 150E of the General Laws, and that neither will discriminate, nor cause the other to discriminate, with respect to appointment, tenure of employment, or any term or condition of employment against any employee because of membership or non-membership.

B. No non-probationary employee shall be removed, dismissed, discharged or suspended, except for just cause, and except as provided by law.

## **ARTICLE 4**

### **HOURS OF WORK**

A. Hours of Work. For members of the bargaining unit, excluding reserves and employees assigned to special duties, including the Police Prosecutor, Administrative Aide to Chief, Youth Officer and Detective, the hours of work shall be in accordance with what is commonly known as the four and two work week. Such members of the Hudson Police Department within the bargaining unit shall work four consecutive days to be followed by two consecutive days off. The minimum average hourly work week shall be 37-1/2 hours per week. 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, officers are subject to emergency calls. Officers not assigned by

the Chief to a four and two work week shall receive, within their respective schedules, seventeen (17) administrative leave days.

B. 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. Employees shall be given a two-week notice prior to a change of shift, except in cases of emergency. The Chief may grant a request of any two members of the Department to exchange duty tours or days off.

C. Overtime. Employees shall be paid one and one-half times their regular rate for hours worked in excess of those constituting their regular work week. Paid sick time shall be counted as time worked for the purpose of computing weekly overtime. It is agreed that Reserve Officers working full-time on regular assignment will be paid the overtime rate for hours worked in excess of 37-1/2 hours in one week. Members of the bargaining unit will not be permitted to work Department overtime, with the exception of Court appearances, for a period of eight (8) hours after a sick day. Members of the bargaining unit cannot book off a scheduled overtime assignment within twelve hours of such assignment. If an officer book offs an overtime assignment within twelve 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 supervisory personnel.

D. A member of the Department who has been disciplined for sick leave abuse within the last twelve (12) months will not be permitted to work Department overtime for sixteen (16) hours after a sick day, except for court appearances or unless authorized by the Chief or his designee.

E. Shift Differential Pay. A patrol 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 assigned officer's base pay. Effective July 1, 2017, this differential shall increase to four percent (4%). This shift differential pay shall be paid only to a patrol officer who is regularly assigned to a shift between 3:00 PM and 7:00 AM. It shall not apply to casual, emergency, swaps or extra-detail assignments.

F. Assignment of Reserves to Town-Paid Extra Details. Subject only to (a) limitations imposed by available funds, and (b) emergencies, so declared by the Board of Selectmen and/or the Chief of Police or their legally selected designates, an amount of time not to exceed twenty (20%) of total man hours, at the discretion of the Chief of Police, may be assigned to reserves; all exclusive of the Pope and Church Streets duty, which may continue to be assigned to Reserves, as has been customary.

Notwithstanding the 20% limitation of the preceding paragraph, the Chief has the right to assign Reserves for all traffic duty and for replacing Regulars, who are on extended leaves of absence (more than one week) because of training, illness, injuries, personal reasons or leaves granted by the Department Head. If the Regular's absence period is known in advance to be more than one week, a Reserve may be used for the entire absence period, including the first week. Such use of Reserves shall not be included in the computation of the 20% limitation, set forth above.

Notwithstanding the said 20% limitation, the Chief has the right to assign Reserves to replace Regulars who request, and are granted, vacation or compensatory time with less than two (2) weeks notice to the Department.

Also, notwithstanding the said 20% limitation, the Chief has the right to assign Reserves to replace Regulars who give less than 48 hours notice of inability to work an assigned shift. This right shall not apply if the Regular's reason for giving less than 48 hours is his illness or injury. Such use of Reserves shall not be included in the computation of the 20% limitation set forth above.

G. Continuous Duty Limitation. No officer shall perform continuous duty in excess of sixteen (16) consecutive hours, except with the permission of the Department Head or his designee.

H. Required Meeting Attendance. Members of the unit may be required to attend, without pay, the following meetings:

1. *Departmental Meeting:* not more than two (2) meetings per year, not more than two (2) hours per meeting.
2. *Reserved.*<sup>1</sup>

I. Recall Pay. In the event an employee is called back for duty after completing his regular shift and after having left the station, the employee shall be guaranteed a minimum of three (3) hours pay. It is agreed that as long as there is work for such employee to perform, the employee shall remain on duty and working during the three-hour period following call back.

J. Held-Over-On-Shift Pay. In the event an employee is held over for additional duty exceeding 15 minutes at the end of his regular shift, the employee shall be paid one-half (1/2) hour's pay for held-over time less than one-half hour, and one (1) hour's pay for held-over time more than one-half hour and less than one hour.

K. 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.

## **ARTICLE 5**

### **UNION BUSINESS**

A. The Union 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.

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

C. The employer agrees to provide suitable space for Union members to meet, providing a request for said space is submitted to the Chief in advance.

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<sup>1</sup> In connection with the removal of the training sessions provision, the Union acknowledged that officers will still be obligated to attend training sessions.

D. To provide a clear understanding of the contents of this Agreement, the Town agrees to provide a copy to each member of the unit.

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

F. NEPBA 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.

## **ARTICLE 6**

### **SAFETY COMMITTEE**

A safety committee comprised of three (3) members of the Union may meet with the Chief of Police, or his designee, monthly to discuss and make recommendations for improvements of the general safety and health of the employees covered by the Agreement. Such meetings shall be scheduled within a reasonable time following the written request for such meeting from either party to the other.

The Union agrees to identify the members of the safety committee to the Chief of Police, in writing, within two weeks of the execution of this Agreement, and within two weeks of any change in said membership. It is further agreed that the Chief shall only be required to meet, as provided in the first paragraph of this Article, with committee members so identified as above.

## **ARTICLE 7**

### **SENIORITY**

A. Subject to the provisions of this Article, the principle of seniority, as hereinafter described and as established under Sections B and C of this Article, shall govern in layoffs and recalls within the bargaining unit, provided the senior employee is qualified and has the comparative ability to perform the job.

If a vacancy occurs on a shift, 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.

B. The Town shall prepare and maintain, subject to examination and grievance by the Union, a seniority list to record the status of each member of the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each member shall have the right to protest any error in his seniority status under the grievance procedure.

C. Seniority for the purpose of this Agreement shall be the date of appointment to the rank. In the case of a tie, the employee with the higher Civil Service mark shall be given the preference.

D. *Reserve for future use.*

## **ARTICLE 8**

### **PAID HOLIDAYS**

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

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday <sup>2</sup>	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Only full-time regular employees shall be entitled to paid holidays; provided, however, that a Reserve Officer who is employed full-time more than three (3) months in a continuous period shall receive any paid holiday that occurs within that period. 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>2</sup> a/k/a Presidents Day

## **ARTICLE 9**

### **PROBATION PERIOD**

Subsequent to appointment to a permanent position within the Hudson Police Department, the time during which a new full-time regular employee is assigned to and attending a police training school for the initial training required by General Laws, Chapter 41, Section 96B, and the first twelve (12) months of full-time employment following completion of such training, 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 permanent employee of the Town. No permanent employee shall serve more than one probationary period during one tenure of employment.

## **ARTICLE 10**

### **VACATION LEAVE**

The Employer will grant vacation credit and time off in accordance with the following schedule. All vacation credit for employees will be computed and posted as of January 1 of each year, except as provided for newly-hired employees under Section A of this Article.

A. Regular, full-time employees having less than twelve (12) months of continuous service as of January 1 in such succeeding calendar year, shall be credited with vacation days as follows:

1. When full-time employment begins between January 2 and June 30, then:
  - (a) five (5) days vacation shall be granted and posted for use, effective July 1;
  - (b) a second five (5) days vacation shall be granted and posted for use, effective January 1; and
  - (c) a third five (5) days vacation shall be granted and posted for use, effective July 1.

2. When full-time employment begins between July 1, and December 30:
  - (a) then five (5) days vacation shall be granted and posted for use, effective January 1; and
  - (b) then a second five (5) days vacation shall be granted and posted for use, effective July 1.

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

B. Regular members of the unit who qualify as full-time Town employees, having twelve (12) months of continuous service in any calendar year, shall thereafter 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:

1. three (3) weeks after completion of five years service; and
2. four weeks (4) after completion of ten years service.

D. Vacations may be scheduled throughout the year but must be completed by December 31, except that employees with ten (10) or more years of service 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 in the year to which it is carried. Carry-over vacation must be utilized in the year to which it is carried and may not be accumulated into following years; however, nothing contained in this provision shall prohibit vacation carry-over in successive years.

E. 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. Application must be made at least three (3) days in advance.

F. The Town, so long as the so-called Holyoke Decision<sup>3</sup> remains the law, acknowledges that it applies to the Town and that two, three and four-week vacations are seven-day weeks, but the Holyoke computation does not apply to vacations of officers who get vacation credits under Section A of this Article.

**ARTICLE 11**  
**SICK LEAVE, SICK LEAVE BUYBACK, PERSONAL LEAVE AND MILITARY LEAVE**

A. Cumulative sick leave shall accrue to all regular, full-time, 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 and on the Employee Verification Regarding Authorized Use of Sick Leave Form. Whenever an employee leaves the shift due to illness before working at least four (4) hours, a full day of sick leave shall be deducted from the employee's sick leave balance. Whenever an employee leaves the shift due to illness after working at least four (4) hours, a half day of sick leave shall be deducted from the employee's sick leave balance.

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

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 Article.

E. *Reserve for future use.*

F. *Reserve for future use.*

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<sup>3</sup> *Holyoke Police Relief Assoc. vs. Mayor of Holyoke*, 264 NE2d 694 (1970)

G. On January 1, or as soon after as practical in 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 100 days of accumulated sick leave only if the officer uses no more than 5 sick days in the preceding calendar year (i.e., 40 hours of sick leave).

Payments under this Section will be limited to no more than twenty (20) days a 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. To be eligible to request such additional sick leave, an employee must first use all accrued vacation or other accrued time off.

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 advance sick leave with pay, the employee 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 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 30 calendar days, the leave shall be extended.
2. If the estimated recovery time for the employee is more than 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-month leave of absence the employee is unable to return to work, his employment shall be terminated.
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 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.

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.

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

M. Effective January 1, 2003, employees may elect to convert two (2) days of sick leave to personal leave on an annual basis. The employee making such election must give notice to the Chief of Police or his designee of the conversion.

The employee must give the Chief or his designee at least forty-eight (48) hour notice of the intent use a personal day. In the case of an emergency, the employee need not give forty-eight (48) hour notice and the Chief may use reserves to fill the shift. Such use of reserves will not count against the 20% limitation in Article 4.

The personal leave provided for herein is not a vested benefit and cannot be carried over to the next calendar year but may be restored to sick leave at the end of the calendar year.

N. If an employee is required to take time off for uniformed service in the military (i.e., service based on military orders), the Town will make up the difference between the pay provided to an officer by the military and the officer's regular rate of pay. The Town will not pay for service that is voluntary.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

A. In the event of the death of a spouse or a child of an employee, such employee shall be entitled to receive three (3) days leave without loss of pay.

B. In the event of the death of a mother, father, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandson, granddaughter, step-child or step-parent in the immediate family of an employee, such employee shall be entitled to receive up to three (3) days leave without loss of pay for the purpose of attending funeral services or arranging for burial, provided that paid leave shall apply only to such of the three days as fall within the employee's otherwise regular tour of duty.

C. Employees shall also be entitled to one (1) day of leave from an otherwise regular tour of duty to attend either the funeral or another service, or both if occurring on the same day, upon the death of an aunt or uncle.

## **ARTICLE 13**

### **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 the Union 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 seven (7) calendar days of receipt of the grievance. If the Chief is on vacation when the grievance is presented, the seven 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.

B. The Union 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 seven (7) calendar days after receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

C. Within ten (10) calendar days of transmittal of the written answer by the Executive Assistant, either party may request arbitration.

D. All grievances shall be signed by the individual employee affected by the disputed interpretation, application, or claim of violation of the agreement.

E. If the Town, at any step, fails to answer within the time limits as set forth above, the grievance shall be deemed denied, and the Union may process the grievance to the next step.

F. Timelines may be extended by mutual agreement of the parties in writing.

## **ARTICLE 14**

### **ARBITRATION**

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

The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties to this Agreement.

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, and shall not include any interest.

Any expense in connection with any grievance with reference to the arbitrator shall be borne equally between the Town and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, in which case the transcript shall be

designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

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

## **ARTICLE 15**

### **STRIKES**

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

If any strike, slowdown, stoppage of work, or any interference with the efficient management or operation of the Police 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 damage suffered by the Town arising from, or out of, such unsanctioned occurrence, and may discipline any employees involved.

## **ARTICLE 16**

### **GROUP LIFE INSURANCE**

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

## **ARTICLE 17**

### **ACCIDENT AND SICKNESS INSURANCE**

Health insurance will be provided to employees in accordance with the requirements of Chapter 32B of the General Laws.

**ARTICLE 18**  
**SALARIES\***

A. The schedule of wages payable annually to the regular members of the unit shall be:

**Effective July 1, 2021: (2.50%)**

	<u>Minimum</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>	<u>Step V</u>	<u>Maximum</u>
<b>Patrol Officer</b>	<b>\$54,796</b>	<b>\$57,384</b>	<b>\$60,231</b>	<b>\$62,036</b>	<b>\$64,672</b>	<b>\$66,612</b>

B. Additional compensation shall be paid at the annual rate indicated while an officer is assigned to and performing the special duties of the assignment listed in this Section.

1. *Reserve for future use.*
2. An employee assigned as and performing full time the special duties of Chief's Aide, Youth Officer, or School Resource Officer shall be paid an additional compensation of \$1,000.00 per year, payable at the rate of \$83.33 each month. If the Town converts the payroll system to bi-weekly, this stipend will be paid on a bi-weekly, rather than monthly, basis.
3. An employee assigned as and performing the special duties of Armorer and Fleet Officer shall be paid an additional compensation of \$500.00, payable at the rate of \$41.67 each month. If the Town converts the payroll system to bi-weekly, this stipend will be paid on a bi-weekly, rather than monthly, basis.
- 3a. An employee assigned as and performing the special duties of Firearms Instructor shall be paid an additional compensation of \$250.00, payable at the rate of \$20.83 each month. If the Town converts the payroll system to bi-weekly, this stipend will be paid on a bi-weekly, rather than monthly, basis.
- 3b. An employee assigned as and performing the special duties of Field Training Officer (FTO) shall be paid an additional compensation of \$500.00, payable at the rate of \$41.67 each month. If the Town converts the payroll system to bi-weekly, this stipend will be paid on a bi-weekly, rather than monthly, basis. The employee will be required to maintain any FTO certifications or requirements as established by the Municipal Police Training Council and/or the Chief of Police. No stipend will be paid to any employee who does not meet the above standards.
4. In order for an employee to receive the entire additional amount of compensation, he/she must be assigned and performing the duties of these

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

assignments for the entire year. Employees will be paid a pro rata share of the additional compensation if he/she is assigned and performs the assignment on a partial year basis.

5. Except for employees assigned and performing as Field Training Officers (FTO's) employees shall be eligible for additional compensation related to one assignment only. Except for those assigned and performing as FTO's, employees cannot pyramid additional compensation for special assignments even if performing the duties of more than one assignment.

C. When an assignment is to be made to a specialist position, the Chief shall, except in the event of an emergency assignment, post such specialist assignment in a conspicuous place, listing the pay, duties and qualifications. Such posting shall be made at least ten (10) days prior to the filling of the assignment, and the notice shall remain posted during that period.

Nothing in this Article shall be construed to require the filling of any such assignment, nor to create any tenure or similar rights in such an assignment.

D. 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 ninety (90) day notice to the Union and employees of such change.

E. The Chief, or his designee, at his sole discretion, may designate an officer as the "Officer-In-Charge" ("OIC") for a shift that has no superior officer assigned to supervise that shift. An Officer-In-Charge shall be entitled to \$20.00 per shift if he or she actually serves in such capacity for the entire shift.

The OIC pay is not payable on a pro rata basis when a superior officer may not be available for any reason for part of a shift. The OIC pay is not part of the base pay for purposes of overtime subject to the provisions of the FLSA.

F. Reserve officers shall be paid by the hour at the following rate:

Effective July 1, 2014	\$19.66/hour
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G. In computing compensation accrued or paid on a daily basis, such as holiday pay or sick leave buyback, it is agreed that a day's pay equals 1/244 of annual base salary. In computing

compensation accrued or paid on an hourly basis and in computing hourly overtime compensation rates (one and one-half times hourly rate), the hourly pay rates shall be determined as 1/8 of a day's pay, as determined above.

H. The Town will pay a stipend, on an annual basis, to officers who are verbally proficient in either Spanish or Portuguese. To be eligible for this payment, officers must pass a competency test identified and approved by the Town every three (3) years. Officers who pass the test and are determined to be verbally proficient shall be paid \$500.00 annually.

## **ARTICLE 19**

### **PROSECUTOR AIDE**

A. Assignments of bargaining unit members as Prosecutor Aide will be made by the Town in accordance with the provisions of this Agreement relative to the filling of vacancies.

B. In the event of the reassignment of the employee assigned as Prosecutor Aide, his incapacity, or the absence of said individual, due to injury leave, sick leave, vacation leave or for any other reason, the Town may temporarily assign another employee as Prosecutor Aide.

C. In addition to the Town's right to reassign an employee, as provided or limited by this Agreement, Personnel Bylaw, or past practice, the Town may reassign the employee assigned as Prosecutor Aide if it is reasonably anticipated that said individual will be absent or incapacitated for a period equal to or exceeding four weeks or, retroactively, in the event that such employee is absent or incapacitated for a period which actually equals or exceeds four calendar weeks.

D. *Reserve for future use.*

## **ARTICLE 20**

### **MANAGEMENT RIGHTS**

A. Except as specifically provided otherwise in this Agreement, the Town retains full rights of management of the Police Department including, but not limited to: control of operations; the introduction of new facilities and methods; the appointment, layoff, transfer and promotion of employees; the assignment of work and tours of duty; and the suspension or

discharge for proper cause; the institution, from time to time, of technological changes or the revising of processes, systems or equipment (e.g., automatic vehicle locators, cruiser cams, computers in cruisers, and software); the direction, control, supervision and evaluation of officers, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation; the right to require an alcohol or drug test subject to the Supreme Judicial Court precedent regarding drug testing; the granting and scheduling of leaves; the scheduling and enforcement of working hours;<sup>4</sup> the assignment of overtime; the ability to require that police officers respond to a recall; and the making, implementation, amendment, and enforcement of rules and regulations and operating and administrative procedures, as the Town deems necessary.

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

## **ARTICLE 21**

### **UNIFORM ALLOWANCE**

A. Each Regular Officer shall receive the following annual uniform allowance, payable in cash:

Effective July 1, 2011: \$800.00. Such allowance shall accrue as follows: \$400 on October 1 and \$400 on April 1.

B. Certain Reserve Officers shall receive the following annual uniform allowance, payable in cash:

1. A Reserve Officer, who works at least 750 hours on municipal assignments (excluding non-municipal details) during the six-month period preceding the uniform allowance accrual dates, shall receive the same allowance paid to Regular Officers.
2. A Reserve Officer, who works at least 150 hours, but less than 750 hours, on municipal assignments (excluding non-municipal details) during the six-month period preceding the uniform allowance accrual dates, shall

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<sup>4</sup> If the Chief or his designee advances the time to commence a shift, recall pay shall not be applicable to such shift.

receive an annual uniform allowance of \$200.00, which shall accrue as follows: \$100.00 on October 1st and \$100.00 on April 1st.

3. No allowance shall be paid to a Reserve Officer who works less than 150 hours on municipal assignments (excluding non-municipal details) during the six-month period preceding the uniform allowance accrual dates.

C. Regular, full-time, permanently-appointed patrol officers, appointed after July 1, 1989, will be provided with one (1) complete uniform (the so-called "full sea-bag") at the Town's expense upon completion of the mandatory criminal justice training program for recruits. Such newly-appointed, regular, full-time permanent patrol officers will not be eligible for, nor receive, the first three (3) semi-annual installments, payable pursuant to Section A of this Article, which accrue after the date of permanent appointment.

D. Each employee will be inspected on a regular tour of duty during the two-week periods immediately preceding October 1 and April 1 to ensure compliance with the clothing and uniform requirements set forth in the Rules and Regulations of the Hudson Police Department.

If an employee is found deficient in any article of clothing or uniform not specified above as being provided by the Town, the Town will purchase said article for the deficient employee and deduct the cost of such purchase from that employee's entitlement under this Article.

E. An officer assigned as Detective or Court Prosecutor shall receive a \$300.00 civilian clothing allowance. This civilian clothing allowance is in addition to the clothing allowance set forth in Section A. The civilian clothing allowance shall be paid on a pro rata basis if an officer is assigned for a period of less than a full year. The civilian clothing allowance is subject to the Internal Revenue Service Code regarding documentation.

F. The Department will purchase an initial bike uniform as follows for officers trained and certified as mountain bike patrol officers so long as they actually ride the mountain bike when assigned.

Shirt (x1)  
Shorts (x1)  
Jacket (x1)  
All-Weather Pant (x1)

### **Helmet (Initial Purchase Only)**

If a patrol officer rides at least 30 shifts each year, the Department will purchase a new uniform (excluding helmet) every other year.

G. The determination of the style, type, adornments, and color of uniforms and civilian clothing, and the manner in which they are to be worn shall be at the sole discretion of the Chief or his designee. The determination of the standards for on-duty grooming and appearance of officers, including hairstyles, beards and mustaches, and jewelry shall be at the sole discretion of the Chief or his designee.

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 22**

### **NON-MUNICIPAL EXTRA-PAID DETAILS**

A. The following provisions shall govern the assignment of extra-paid details to police officers where the detail is to be paid by an outside, non-municipal individual, group, corporation or organization. Once an officer has accepted a detail assignment, the officer cannot book off the detail within twelve hours of such detail. If an officer books off a detail within twelve hours of such detail, he/she 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 supervisory personnel.

B. Assignments to Extra-Paid Details. Such assignments shall be made by the Chief, or his representative, on a voluntary basis, and shall be distributed among officers in accordance with this Article. No officer shall accept any such assignment unless the same is made by the Chief, or his representative.

C. Rates for Extra-Paid Details. No such assignment shall be made until the person or organization requesting services has agreed to pay the following rates:

Non-Municipal Extra-Paid Details:

Effective January 20, 2020

\$200.00 for the first 4 hour block  
\$200.00 for the second 4 hour block  
\$75.00 per hour for time worked in excess of 8 hours

Effective July 1, 2020

\$204.00 for the first 4 hour block  
\$204.00 for the second 4 hour block  
\$76.50 per hour for time worked in excess of 8 hours

Effective July 1, 2021

\$208.00 for the first 4 hour block  
\$208.00 for the second 4 hour block  
\$78.00 per hour for time worked in excess of 8 hours

Strike details:

Effective July 1, 2014

\$188.00 minimum for 4 hours  
\$47.00 per hour for time in excess of 4 hours.  
\$70.50 per hour for time in excess of 8 hours.

Effective January 20, 2020

Double the Officer's base hourly rate for the first 4 hour block  
Double the Officer's base hourly rate for the second 4 hour block  
Double the Officer's base hourly rate on an hour for hour basis for time worked in excess of 8 hours

D. Extra-Paid Details Provisions. All non-municipal paid details shall be subject to the following provisions:

1. Details shall be scheduled in four hour minimum blocks. Officers performing any detail longer than four (4) hours shall be compensated for eight (8) hours at the detail rate. After eight (8) hours, officers shall be paid for each additional hour actually worked at the detail rate except when scheduled for hours beyond eight (8). The four hour minimum shall

be paid in case of cancellation, unless the Officer is notified two (2) hours in advance.

2. A detail of four (4) or more officers shall require an officer in charge.
3. 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.
4. DPW details shall be compensated at the same rate as non-municipal details but shall be subject to a 3-hour minimum. Thereafter, officers will be compensated on an hour by hour basis for additional time actually worked. Members of the bargaining unit will not be permitted to work DPW road details for a period of sixteen (16) hours after a sick day unless authorized by the Chief or his designee.

E. Eligibility for Extra-Paid Details. No such assignments shall be made to auxiliary police officers, special police officers, or other persons, unless no regular or reserve officers within the bargaining unit are available. Members of the bargaining unit will not be permitted to work non-municipal extra-paid details for a period of eight (8) hours after a sick day. However, a member of the Department who has been disciplined for sick leave abuse within the last twelve (12) months will not be permitted to work non-municipal extra paid details for sixteen (16) hours after a sick day, unless authorized by the Chief or his designee.

F. Extra-Paid Details 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 Union. 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.

G. Use of Auxiliary Police Officers for Unpaid Details. Nothing in this Article shall be considered a prohibition of the use of auxiliary police officers for unpaid details, as they have been customarily used for unpaid work.

H. Extra-Paid Details Exclusions. It is agreed that the following details are Municipal Details, and are not included within the terms of this Article: Cruiser Shift, Walking Beat Shift, Public Works Traffic, Town Meetings, Town Elections, Main Street Traffic Thursdays, Fridays and Saturdays, Parades, and Departmental Meetings.

I. Matrons. In non-municipal details, when a matron is assigned by the Police Department, said matron will be considered a police officer for the purpose of determining the number of officers assigned to the detail.

J. Notice to Officer. In non-municipal details, any request for a police officer shall be made at least twenty-four (24) hours in advance, unless an emergency exists.

K. Duration of Extra-Paid Details. No employee shall work a non-municipal detail, or cumulative non-municipal details, exceeding eight (8) hours duration in any 24-hour period. This limitation shall not apply to an employee's days off. In the event that an employee works a non-municipal detail exceeding eight hours duration, the Town will charge, and the employee will be paid, at the rate of one and one-half (1-1/2) times the appropriate detail hourly rate for such time worked in excess of eight hours.

## **ARTICLE 23**

### **COURT TIME**

A. Court time for criminal cases shall be paid at the rate of a minimum of four (4) hours for both District and Superior Court appearances. The provisions of Article 4C of the Agreement shall apply to this Section.

B. Any member of the unit who is served with a subpoena to appear in Court as a witness in a civil case shall be paid in the same manner as a criminal case, if his involvement resulted from an official assignment by a superior officer. In situations where the officer's involvement results from an occurrence not related to his duties, the officer shall not be eligible for the foregoing compensation.

## **ARTICLE 24**

### **ON THE JOB INJURIES - LIGHT DUTY**

A. Chapter 41, Section 111F, of the General Laws, as amended, shall be incorporated by reference into this Agreement.

B. Subject to the conditions set forth in this Article, the Police Chief may require an employee who has been Injured-On-Duty (IOD) status for more than five (5) days, and who is not hospitalized, to perform light duty, provided: that the employee is not taking medication, which would impair his or her performance; that the Town is not contesting the employee's IOD status; and, that the Police Chief has determined that there is suitable full-time law enforcement work available for which the employee is qualified.

C. 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 police duties. Upon notification from the Chief of a certification for limited or light duty, if an employee disagrees, the employee may, at the employee's 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 the employee's selection. The employee shall notify the Chief of his intent to furnish such report upon receipt of the notification of the limited 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 the employee's selection and such report supports the certification and assignment for limited 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 physicians shall designate a third, neutral physician, with expertise in medical area of the employee's injury, who shall, within seven (7) days of the furnishing of 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; and such determination shall be binding on all parties, and shall not be subject to the grievance and arbitration provisions of this Agreement.

The costs of the neutral physician shall be borne equally by the Town and the employee.

D. The Police Chief shall assign an employee on light duty only to such tasks which the relevant physician approves as being medically appropriate for the employee's injury and conditions, and only to such light duties as are usually performed by Police Officers.

E. Vacation and sick leave shall not accrue, and clothing allowance shall be prorated after an employee is on IOD status, and not performing light duty, for a period of two (2) consecutive calendar months. For officers who are out on IOD at any time during the calendar year, their vacation time shall immediately be converted to prorated vacation time as if they were not credited with vacation days on January 1<sup>st</sup>. Immediately upon return to work from IOD, the officer shall be credited with the prorated earned time for the current calendar year. Any vacation carryover shall be at the discretion of the Police Chief. For purposes of this Section, any return to work of less than four (4) consecutive days shall not constitute a break in IOD status.

## **ARTICLE 25**

### **INCENTIVE DAYS**

Members of the unit may earn days off, with pay, as follows:

If a member works continuously through six (6) consecutive months without using a sick day under Article 11, the member shall be granted one (1) day off with pay. The following conditions shall strictly apply: (1) Such incentive days off must be used and may not be accumulated or sold back to the Town; and (2) the Chief will assign the day off at a time when the member's absence will not require payment of overtime to other personnel to replace the member.

## **ARTICLE 26**

### **LONGEVITY PAY**

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

A. Effective January 1, 2016, and payable on the first payday in January:

After 5 years but fewer than 10	\$550
After 10 years but fewer than 15	\$625
After 15 years but fewer than 20	\$675
After 20 years	\$750

B. Years of service and entitlement shall be determined as of the December 31st prior to said first payday in January.

## **ARTICLE 27**

### **EMERGENCY LEAVE**

Emergency leave time totaling three (3) days with pay may be granted at the discretion of the Department Head to any full-time employee for each of the following:

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

B. Special cases of absence caused by other reasons beyond the employee's control.

Emergency leave time shall be deducted from sick leave or vacation time.

## **ARTICLE 28**

### **QUINN BILL**

Effective July 1, 2001 the Town shall pay educational incentive payments in accordance with Chapter 41, Section 108L (Quinn Bill) subject to the following provisions:

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.
2. For purposes of overtime, the Quinn Bill shall not be added to the base salaries of officers who are eligible for the Quinn Bill, unless an 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.

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

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

5. In the event the Commonwealth of Massachusetts fails for any reason to reimburse the Town for the cost of such payments in any fiscal year, the parties agree that stipends under this Article shall not be reduced or suspended by the Town. In the event the Commonwealth subsequently provides funds to the Town for the Commonwealth's share of the Quinn Bill whose payments have been suspended or reduced under this paragraph, such funds shall be retained by the town.

6. If the Commonwealth discontinues the Quinn Bill program, the Town shall continue to pay eligible officers a stipend equal to both the state's share and the Town's share under the Quinn Bill program.

7. An 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 paragraph 10.

8. Quinn Bill payments shall be distributed to police officers in accordance with the regular payroll schedule.

9. Police officers eligible for the Quinn Bill shall be eligible for tuition reimbursement as provided in the Attachment to Article 28 if pursuing a degree in law enforcement from an accredited institution.

10. Only those Police 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 educational benefits as defined within this Article.

## **ARTICLE 29**

### **CONTINUING EDUCATION AND ON-THE-JOB TRAINING**

A. Employees shall receive their regular pay as a police officer 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.

B. A Training Committee shall be established consisting of three (3) members of the bargaining unit, and the Chief, or his designee, and two other representatives of municipal management. This committee shall meet from time to time to discuss and review current training and the establishment of new programs, and to formulate recommendations regarding the same.

## **ARTICLE 30**

### **LENGTH OF SERVICE**

For purposes of determining all benefits awarded on the basis of length of service (e.g., vacation, longevity, etc.), only an employee's period of continuous employment through the determination date in a department of the Town under the Board of Selectmen shall be considered.

## **ARTICLE 31**

### **EMPLOYEE MILEAGE EXPENSE**

If the Chief determines that no Town vehicle is available and if he or his designee authorizes an employee to use his/her personal vehicle for official business, the employee shall be reimbursed for mileage at the rate twenty-eight (.28) cents per mile. Employees will be paid on a monthly basis.

## **ARTICLE 32**

### **SPECIAL CONDITIONS OF EMPLOYMENT**

A. Firearms Proficiency. Patrol officers shall meet firearms proficiency and marksmanship standards of the Massachusetts Criminal Justice Training Council. An officer's failure to meet the standards shall be subject to disciplinary action by the Town; provided,

however, all officers shall have an adequate opportunity for prior training or retraining prior to any final firearm proficiency test.

B. Driver's License Requirements. Patrol officers shall possess a valid and current Massachusetts driver's license. An officer's failure to possess such a license shall be subject to disciplinary action by the Town.

C. Seat Belt Requirement. Patrol officers shall wear seat belts while driving in a motor vehicle while on duty, or at any time in a Town owned motor vehicle. An officer's failure to wear seat belts shall be subject to disciplinary action by the Town.

D. The Town agrees to provide First Responder Training for Patrol officers, who shall meet the requirements of Massachusetts General Laws, Chapter 111, §201, which will include:

- (a.) C.P.R. certification each year
- (b.) First-aid

An officer's failure to meet these requirements shall be subject to disciplinary action by the Town.

## **ARTICLE 33**

### **DURATION**

This Agreement shall be in full force and effect for a term of three (3) years, from July 1, 2021 to June 30, 2022.

THIS AGREEMENT shall remain in full force and effect from year to year thereafter (July 1 to June 30), unless written notice of a desire to terminate the Agreement is served by either party upon the other at least eight (8) months prior to date of expiration.

Where no such termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice at least eight (8) months prior to the date of expiration advising that such party desires to revise or change specified terms or conditions of such Agreement. This

Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

TOWN OF HUDSON  
BOARD OF SELECTMEN

*Am for JJD*  
Joseph J. Durant, Chairman

*Am for SRD*  
Scott R. Duplisea, Vice Chairman

*Am for JDD*  
James D. Quinn, Clerk

*Am for FPL*  
Fred P. Lucy

*Am for JMP*  
John M. Parent

Date: 5/13/20

NEPBA

*JJ D*  
John Donovan, President

*JY*  
John Yates, Vice President

*JE*  
Joseph Espie, Sec./Treasurer

Date: 5/5/20

## ***ATTACHMENT TO ARTICLE 28***

### **TUITION REIMBURSEMENT**

A. *Eligibility.* Full time police officers pursuing an Associate, Bachelor or Master's degree in law enforcement from an accredited institution.

B. *Procedure.* An eligible police officer that desires to enroll in a degree program in law enforcement from an accredited institution will submit, prior to enrollment, an application for course and cost approval to the Police Chief who will discuss the program with the officer. The Chief, whether or not the Chief approves, will sign the application and will forward the application to the Personnel Board who will review the application for appropriateness, costs and educational institution to be attended, and respond back through the Police Chief to the employee. If the application is rejected, alternatives will be suggested to the employee.

C. *Course Limit.* Officers will be limited to two (2) courses per semester, or four (4) courses per fiscal year, whichever is less. Additional courses may be approved only after all Town employees have had the opportunity to enroll in two courses per semester or four courses per fiscal year, whichever is less. Approval of courses is subject to there being sufficient funds.

D. *Tuition Reimbursement.* Upon notification to the Chief of Police by the educational institution attended that the employee passed a course or courses, the Chief will request the Personnel Board to authorize tuition reimbursement to the employee of 50% for Associate degree courses, 50% for Bachelor degree courses, and 25% for Master degree courses.<sup>5</sup>

E. *Book Expenses.* Upon notification to the Chief of Police and Personnel Board by the educational institution attended that the employee has passed a course, or courses, the Board will authorize reimbursement for books up to fifty percent (50%) if pursuing an Associate's Degree; up to fifty percent (50%) if pursuing a Bachelor's Degree; and, up to twenty-five percent (25%) if pursuing a Master's Degree.

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<sup>5</sup> Other than reimbursement for tuition and book expense, Police Officers are not eligible for any other type of reimbursement including mileage or other materials.

F. Approval. The approval of any reimbursement is contingent upon evidence submitted by the education institution attended to the Chief of Police and Personnel Board 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.