COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF HUDSON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 3625
(DPW EMPLOYEES)

July 1, 2022

to

June 30, 2025

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AGREEMENT
between
Town of Hudson
and
American Federation of State, County and Municipal Employees
AFL-CIO, State Council 93, Local 3625
DPW EMPLOYEES

THE AGREEMENT entered into by the TOWN OF HUDSON hereinafter referred to as the Employer and LOCAL 3625, STATE COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular, full-time employees of the Public Works Department, Town of Hudson, excluding managerial and confidential employees, Director, general foreman, clerks, and all other employees of the Town of Hudson, for the purpose of negotiations with respect to hours, wages, and conditions of employment under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

Section 2. The Union recognizes the Employer as a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in the Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Employer by statute or any rule or regulation of any agency of the Commonwealth.

The Union further recognizes that an area of responsibility must be reserved to the management of the Town if the Town is to function effectively. In recognition of this principle, it is agreed that the following responsibilities of management are not subject to collective bargaining: the determination of the services to be rendered to the citizens of the Town; the determination of the Town's financial and organization policies and accounting procedures; the determination of the duties to be included in job classifications; the sole right to hire; the determination of the number of persons to be retained in employment; the necessity for overtime and the amount of overtime required; the maintenance of discipline. It is also agreed that all rights and responsibilities of management of the Town not specifically modified by the Agreement are reserved to the Town.

ARTICLE 2
Severability

Section 1. Should any of the terms and conditions of the Agreement be superseded or nullified or otherwise affected by any legislation (Federal or State) or should any provision of the Agreement be found to be in violation of any Federal or State law or by a court of competent jurisdiction, such other provisions of the Agreement as may not be affected thereby shall remain in full force and effect for the duration of the Agreement.

Section 2. Should any article, section, or portion thereof, of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree to immediately negotiate with regard to a substitute for the invalidated article, section or portion thereof upon request in writing of either party. However, it is understood that nothing contained in the Agreement requires such substitution.

Section 3. In the event that any part or provision of the Agreement is in conflict with any law or ordinance, such law or ordinance shall prevail so long as such conflict remains.

ARTICLE 3
Employer's Management Rights

Section 1. Exclusive only of the specific and express provisions set forth in the Agreement as they limit or restrict the Employer in the exercise of the customary rights and responsibilities of its management of the Public Works Department, the Employer shall have the exclusive right to manage the Department, direct the working forces, determine the operations, determine the methods, the processes and procedures, the schedules and work assignments. The right to hire, layoff, promote, demote, transfer, assign, discipline or discharge for just cause (subject to section 1(a) of Article 8), maintain discipline, require the observance of the Employer's reasonable rules and regulations, determine and maintain equitable standards of performance, attain and maintain efficiency is the exclusive and sole right of the Employer.

ARTICLE 3A
Subcontracting

The Town has the right to subcontract work of the bargaining unit. In the event the Town wishes to subcontract work of a nature not previously subcontracted, and such subcontracting would result in a reduction in force or a loss of regular hours for bargaining unit members, the Town's right will be subject to impact bargaining. In such cases, notice will be provided to the Union at least 45 days in advance. The notice will include a brief description of the work to be subcontracted.

ARTICLE 4
No Discrimination

Section 1. The parties to the Agreement agree that they will not discriminate against any person because of race, creed, color, sex, age, as defined by law, handicap, sexual orientation, as defined by law, or genetic information. Allegations of discrimination shall be actionable in the appropriate state and federal forums and shall not be subject to the grievance and arbitration procedures unless such alleged discrimination also violates rights expressly secured by a provision of the Agreement other than this article.

Section 2. If the Town accommodates an employee in accordance with the Americans With Disabilities Act ("ADA"), that accommodation shall not be the subject of a grievance or arbitration. The Town shall notify the Union of, and solicit Union input on, any proposed or requested accommodation to the extent possible if it will effect the Agreement, subject to any confidentiality concerns of the disabled employee.

ARTICLE 5
Chapter 150E Rights and Obligations

Section 1. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such labor group for purposes of undermining the Union.

Section 2. The Employer agrees that it will not interfere with, restrain, discriminate against or coerce any employee of the Town of Hudson for his participation in recognized union activity as defined under Chapter 150E of the General Laws of the Commonwealth.

Section 3. The Union agrees that there will be no coercion or discrimination by its members against an employee because of his non-membership in the Union. The Union further agrees that there will be no coercion or discrimination against any employee, the Chief Executive of the Town, the Director and their agents or representatives for adherence to any provision of the Agreement.

Section 4. Violations of rights and obligations secured to either labor or management by Chapter 150E of the General Laws shall be actionable only before the Massachusetts Labor Relations Commission and shall not be subject to the grievance and arbitration procedures unless such alleged violations of law also violate a right expressly secured by a provision of the Agreement other than this Article.

ARTICLE 6
Strikes and Work Stoppages

Section 1. The term "strike," wherever used in the Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage or concerted refusal to perform normal work duties on the part of any employee covered by the Agreement.

Section 2. It shall be unlawful for any employee to engage in, induce or encourage any strike.

Section 3. The Union agrees that it will not induce or encourage any strike during the term of the Agreement. The Union and the Town further agree to cooperate to discourage strikes.

Section 4. It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of the Agreement, the Union shall, upon the occurrence of such strike, and upon the request of the Employer, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall recommend that said employees return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike.

Section 5. Should an employee engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services from the Employer, such employee shall be subject to disciplinary action, including discharge; and the employee shall have the right to take up, under the grievance and arbitration provisions of the Agreement, only the question of whether or not he engaged in, induced or encouraged such strike, work stoppage, slowdown, or withholding of services from the Employer.

ARTICLE 7
Union Dues

Section 1. Employees may tender monthly membership dues by signing the Authorization for Payroll Deductions for Dues form. During the life of the Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth as Appendix 2, the Employer agrees to deduct Union, membership dues levied in accordance with the Constitution of the Union from the pay of each employee who voluntarily executes or has executed such form.

Such deductions shall occur on or after the thirtieth (30th) day following the beginning of such employment or the effective date of the Agreement, whichever is later. The Union agrees to indemnify and hold harmless the Employer from any litigation that may arise out of or result from the terms of this Article.

Section 2. The Employer agrees to remit the amounts deducted pursuant to Section 1 above to the Treasurer of the Union on or before the twentieth (20th) day of the succeeding month along with a list of those employees from whom dues have been deducted. It is further understood and agreed that at times, due to workload or staffing in the Finance Department, or other unforeseen circumstances, it may be impossible to remit within the above-mentioned time period. In such circumstances the Union agrees that it will not attempt to unreasonably enforce said time requirement. The Union agrees to assume full responsibility for the disposition of the monies deducted pursuant to this Article once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE 8
Discipline and Discharge

Section 1. The Employer shall have the right to suspend or discipline any employee for just cause, and to discharge a non-probationary employee for just cause, which shall include, but not be limited to the following grounds: theft; willful and deliberate damage or destruction of materials or equipment; unauthorized absence from work except in emergencies; gambling while on duty; and persistent or serious infraction of reasonable rules or instructions promulgated by the Employer, said reasonable rules or instructions include but are not limited to the following:

A. All employees are responsible for tools received to perform assigned work, and these tools must be returned when the work is completed.
B. No smoking in posted "No Smoking" areas.
C. Employees must respect and observe all safety rules and regulations.
D. Employees shall report to work alcohol- and drug-free and may not be under the influence of any substance that affects their ability to safely perform their job duties, including the use of legal marijuana. The use, possession, or consumption of drugs and/or alcoholic beverages is prohibited during the workday.

Section 1(a). A probationary employee may be discharged as exclusively determined by the Employer, and no such discharge of a probationary employee may be made the subject matter of the grievance or arbitration provisions of the Agreement.

Section 2. Any grievance relating to the discharge of a non-probationary employee or to the discipline of any employee may be taken up and determined under the grievance and arbitration provisions of the Agreement except as otherwise specifically limited in the Agreement. Notwithstanding the grievance and arbitration provisions of the Agreement, a grievance involving discharge of a non-probationary employee must be in writing and must be received by the Employer within five (5) working days from the date of discharge. In the event a grievance involving discharge of a non-probationary employee is not filed within such time, the discharge shall be deemed to be for just cause and shall not be subject to arbitration. A grievance involving discharge of a non-probationary employee shall start at Step 2 of the grievance procedure.

Section 3. If the Employer has reason to verbally reprimand an Employee, it shall be done privately.

Section 4. Any employee who receives a written reprimand has the right to submit a written response explaining their position and the written response will be included in the employee's personnel file.

Section 5. When an employee is discharged by the Employer, the Union shall be promptly notified.

ARTICLE 9
Union Representatives

Section 1. A written list of Union officers and their representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes within ten (10) calendar days of such change.

Section 2. Time off with pay will be granted for not more than three (3) members of the bargaining unit for purposes of collective bargaining negotiations, and impasse resolution procedures under General Laws, Chapter 150E, Section 9, subject to any ground rules between the parties.

Section 3. The Employer agrees that the Director will meet with a Chapter Officer or the Steward at reasonable mutually agreeable times during the workday for purposes of grievance investigation and resolution.

ARTICLE 10
Grievance and Arbitration Procedure

Section 1. 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 purposes of the 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 the Agreement.

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

> Step 1. The aggrieved employee with the Union Steward or representative shall take up the grievance or dispute in writing with the Director within seven (7) calendar days of the date of the grievance or the employee's knowledge of its occurrence. The Director shall attempt to adjust the matter and shall respond to the Steward in writing within seven (7) calendar days.

Step 2. If the grievance remains unsettled, it shall be presented to the Executive Assistant in writing within seven (7) calendar days after the response of the Director is due. The Executive Assistant shall respond in writing within seven (7) calendar days after receipt of the grievance.

Step 3. If the grievance remains unsettled, either party may within seven (7) calendar days of transmittal of the written answer of the Executive Assistant, request arbitration by written notice to the other party. It is further understood and agreed that the formal request for arbitration will be filed with the American Arbitration Association, or such other arbitrator as may be mutually agreed to, within thirty (30) calendar days of the transmittal of the Executive Assistant's response.

Section 2. Unless otherwise mutually agreed in writing by the parties hereto, the arbitration shall be conducted by the American Arbitration Association pursuant to its rules and regulations.

The authority of the arbitrator shall be limited to the interpretation of the Agreement. The arbitrator shall have no right to add or subtract from the Agreement. The decision of the arbitrator shall be final and binding on both parties to the Agreement.

Section 3. Grievance involving disciplinary action shall be processed as follows:

1. An action involving disciplinary measures up to and including a suspension of three days or less will be processed from Step 1.

2. An action involving disciplinary measures in excess of a suspension of three days or more will be processed from Step 2.

Section 4. The expense for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 5. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all loss of earning and privileges that would have been due the employee. Money awards resulting from a decision of the arbitrator shall in no event be retroactive prior to the date of submission of the grievance.

Section 6. It is further agreed that either party may request relief from the time requirement of the grievance procedure for reasonable cause. Such relief shall only be by mutual agreement which will not be unreasonably withheld by either party.

Section 7. The failure of the Employer to respond shall be deemed a denial of the grievance, and the employee or Union may then move the grievance to the next step in the procedure. Only the Employer and the Union may move the grievance to arbitration.

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

ARTICLE 11
Hours of Work

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

Section 2. Notwithstanding the water and wastewater rotating schedule, the work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, forty (40) hours per week, subject to Section 6 of this Article.

Section 3. The normal workday shall consist of eight (8) hours. Each employee shall be scheduled to work a shift with regular starting and quitting times.

Section 4. Except for emergency and peak work load situations, work schedules shall not be changed arbitrarily. The present shift schedules are regarded as satisfactory at the time of the execution of the Agreement.

Section 5. Unless otherwise agreed in writing, the following work schedules will be continued for the duration of the Agreement:

7:00 A.M. to 3:30 P.M. - one-half hour (½ hr) off for lunch to be taken on the job site.

Section 6. The Town may establish a rotating schedule, as attached in Appendix 5, for all employees in the Water and Sewer Divisions of the Department of Public Works on or after July 1, 2001. The rotating schedule shall be based on a 40-hour workweek with no overtime built into the schedule. The Director retains the right to place an employee on a regular schedule if, in the sole discretion of the Director, the circumstances require it.

If personnel changes occur during the term of this Agreement, the Town may negotiate a different rotating schedule during the term of this Agreement than the attached schedule.

ARTICLE 12
Overtime

Section 1. Overtime shall be required to be worked when emergency conditions and peak load situations require that overtime be worked, except when the employee is excused as a result of illness or when otherwise excused by the Director or the Director's designee. Overtime will follow the record book.

Section 2. An employee covered by the Agreement shall be paid overtime at the rate of 1½ times his regular straight time hourly rate of pay for authorized time worked in excess of forty (40) hours in any given week except for authorized overtime worked on New Year's Day, Thanksgiving, Christmas Eve (defined as hours worked after the employee's regularly scheduled hours) or Christmas or after regularly scheduled hours on December 31 which work will be compensated at double the employee's regular straight time hourly rate.

For the purposes of this Article, holidays shall be recognized as follows:

- Thanksgiving begins Wednesday prior at 3:30 PM and ends at 12:00 AM on the following Friday
- Christmas begins December 24th at 3:30 PM and ends at 12:00 AM on December 26th
- New Year's begins on December 31st at 3:30 PM and ends at 12:00 AM on January 2nd

Section 3. Employees on standby on weekends shall receive eight (8) hours pay at 1½ rate for the weekend on standby. An additional four (4) hours will be paid for standby on long weekends due to holidays, or on other holidays.

Section 4. Should an employee be recalled to work after his regularly scheduled shift has ended or while on standby and should there be insufficient work to retain the employee for four (4) hours, he will be paid 1½ times his straight time hourly rate for the 4 hours. Should such an employee be recalled again during the four (4) hour period guaranteed on a prior recall he shall receive no additional compensation unless he continues working beyond the expiration of the original four-hour period.

Section 5. To the extent practical, overtime shall be equally and impartially offered and distributed among personnel who ordinarily perform such related work in the normal course of the week. The Employer, Union and employees agree to cooperate in the matter of overtime.

Section 6. The Director or his representative shall keep records in time cards or books of the overtime worked. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Director or his designee.

Section 7. If an employee is required to work on a holiday he shall be paid holiday pay plus 1½ time overtime, provided such employee is at full pay status.

Section 8. In computing overtime an employee shall be considered in full pay status when his total time worked plus total compensable time (e.g., sick leave, vacation or holidays other than authorized paid leave) exceeds 40 hours in any given week.

Section 9. An employee may elect compensatory time computed at one and one-half hours for each overtime hour worked in lieu of pay up to a maximum of forty (40) hours. Compensatory time off must be approved by the Director and used by the employee within six (6) months of earning it, or it will be paid out.

Section 10. Any compensatory time off accrued during snow and ice control events must be used no later than May 1st of each year. Any accrued comp time balance on May 1st shall be converted to a lump sum cash payment.

ARTICLE 13
Temporary Transfer

Section 1. The Employer may, in its own discretion, temporarily reassign any employee in emergency or peak load situations or other unusual situations.

Section 2. If an employee is temporarily reassigned to a job in a lower P.W. Classification, he shall receive his regular rate of pay in his own P.W. Classification.

Section 3. If an employee is temporarily assigned or directed, in writing, to a position normally worked by an employee in a higher classification for a period of five (5) or more consecutive working days or at least twenty (20) non-consecutive working days in a thirty (30) working day period, and does in fact work such days, performing duties not encompassed by the original position, such employee shall be reclassified for the period of such temporary assignment and paid at the rate of the higher classification.

ARTICLE 14
Holidays

Section 1. All regular, full-time employees, shall receive one day of regular straight time pay, which is defined as eight (8) hours of pay at straight time rates, in lieu of work for the day on which each of the following are observed by the Town of Hudson as holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day and Christmas Day. Only full-time employees shall be entitled to paid holidays.

The Day After Thanksgiving shall be a release day which means employees will be excused from duty without loss of pay, unless an employee is called back during normal working hours which shall be compensated at straight time or hour for hour compensatory time, and anything outside normal work hours will be paid at overtime.

Section 2. To be eligible for holiday pay, an employee shall have worked or have satisfactorily presented himself for work on the last regularly scheduled work day before the holiday and on his next regularly scheduled work day following the paid holiday, unless excused because of illness at the discretion of the Director and such discretion shall not be unreasonably exercised.

Section 3. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

Section 4. Should any holiday fall on an employee's day off, the nearest scheduled working day will be considered to be the holiday.

ARTICLE 15
Group Medical-Hospital Insurance

Section 1. The Town will agree to provide a primary plan for group Medical-Hospital benefits as required by Massachusetts General Law, Chapter 32B and further more will continue to contribute 50% of the premium cost for said primary plan.

ARTICLE 16
Vacations

Section 1. For all employees hired prior to July 1, 2017, 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 1st of each year except as provided for newly hired employees under subsection (A).

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

(1) When full time employment begins between January 2nd and June 30th, then 5 days of vacation shall be granted and posted for use effective on the following January 1st, then a second 5 days of vacation shall be granted and posted for use effective July 1st.

(2) When full time employment begins between July 1st and December 30th, then 5 days vacation shall be granted and posted for use effective on the

following July 1st. (The following January 1st, the employee shall have posted the full annual vacation due the employee.)

(B) Employees having twelve (12) months of continuous service in any calendar year shall be entitled to ten (10) working days vacation with pay each calendar year.

(C) Employees having five (5) or more years of continuous service shall be entitled to fifteen (15) working days vacation with pay each calendar year.

(D) Employees having ten (10) or more years of continuous service shall be entitled to twenty (20) working days vacation with pay each calendar year.

(E) Employees having twenty (20) or more years of continuous service shall be entitled to twenty-five (25) working days vacation with pay each calendar year.

Section 1A. Employees hired on or after July 1, 2017, shall be eligible for paid vacation time based upon their continuous service beginning with the date of hire in accordance with the following schedule:

At 0-1 years of service	-	5 days per year accrued monthly
At 1-4 years of service	-	10 days per year accrued monthly
At 5-9 years of service	-	15 days per year accrued monthly
At 10-19 years of service	-	20 days per year accrued monthly
At 20 or more years of service	-	25 days per year accrued monthly

Section 2. Employees shall submit vacation requests to the department head as far in advance as possible. Assignment and allocation of vacation days shall be at the discretion of the head of the department and such discretion shall not be unreasonably exercised, and shall be taken during the calendar year unless specifically otherwise granted by permission in writing of the head of the department.

Section 3. An employee who is separated from employment for any reason, shall be paid for his/her unused vacation days. Upon death of an employee, such unused vacation days shall be paid to the person(s) to whom unpaid salary is payable.

Section 4. (Reserved)

Section 5. Employees with up to ten (10) years of service may carry over a maximum of five (5) unused vacation days. Employees with ten (10) or more years of service may carry over a maximum of ten (10) unused vacation days. Any carryover vacation must be used before earned vacation time.

ARTICLE 17
Sick Leave, Personal Leave and Workers' Compensation

Section 1. Cumulative sick leave shall accrue to all full time employees in continuous service at the rate of ten (10) hours for each month of continuous service, provided, however, that the total accumulation not exceed nine hundred and sixty (960) hours. Effective July 1, 2020, cumulative sick leave shall accrue to all full time employees in continuous service at the rate of eight (8) hours for each month of continuous service, provided, however, that the total accumulation not exceed nine hundred and sixty (960) hours. Employees may use sick leave in one hour increments.

Section 2. Sick leave must be authorized by the department head and must be reported on the employee's weekly time sheet to the Executive Assistant.

Section 3. The Director may require a medical certification for absences of one or two days and shall require medical certification for all absences of three or more days. It is understood that the Director will not unreasonably exercise his right to require medical certification for absences of less than three (3) days.

Section 4. Injury, illness, or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this Article.

Section 5. In the event of payments made to an employee under the preceding section, the department head shall debit the employee's sick leave accrual by such amounts as he determines to be equitable in relation to such payments.

Section 6. On January 1st or as soon as practical of each calendar year, each employee shall be paid at the rate of eight (8) hours of base pay for each sixteen (16) hours of sick leave over the allowable nine hundred and sixty (960) hours accumulated during the preceding year.

Section 7. 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.

Section 8. All sick leave advanced to an employee shall be repaid to the Town at the rate of ten (10) hours 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.

Section 9. Whenever an employee has been granted advanced sick leave with pay, the employee shall be examined by the Town Physician on or about the 25th 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:

(a) If the estimated recovery time is less than thirty (30) calendar days, the leave shall be extended.

(b) 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.

(c) 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 reclassify the employee to the 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.

(d) 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 from the Town.

Section 10.

(a) Employees receiving salary payments from the workers' compensation insurer shall be compensated according to the minimum requirements of the Workers' Compensation Reform Act of 1991.

(b) The employee may receive his full pay from the Town for the first five (5) days of his/her absence, and have such pay be charged to his/her sick leave accrual if such accrual is adequate.

(c) Upon receipt of payment from the workers' compensation insurer for the first five (5) days (if applicable), the employee may choose to repay such amounts received under (b) above to the Town. Upon such payment sick leave credits equal to the amount of the repayment shall be re-credited to his/her sick leave account.

(d) Under the Act, the employee may elect to receive accrued sick leave payments from the Town equal to the difference between his/her payments from the workers' compensation insurer and his/her regular gross base pay if such accrual is adequate. In the event of such payments, the employee's sick leave accrual shall be debited by such amounts as the department head deems to be equitable in relation to those payments.

(e) Employees receiving payments from the workers' compensation insurer shall be responsible for making all payments ordinarily deducted from their regular

paychecks including but not limited to the employee's share of his/her health insurance premium. Required deductions will continue to be made from Town-issued checks to the extent that such deductions are less than the differential payments described in section (d).

Section 11. Employees covered by the Agreement who have completed five (5) years of consecutive service in the Hudson Department of Public Works shall be entitled upon retirement or in the event of death, to compensation in a lump sum of 25% of unused accumulated sick leave.

Section 12. Personal Leave. All full-time bargaining unit members shall be allotted three (3) personal days per calendar year with pay effective January 1, 2020, prorated for any partial year worked, in accordance with the following:

(a) Personal leave may be used by the employee for any reason.

(b) Personal days may be used consecutively but cannot be used in less than full day increments. When two (2) or more consecutive personal days are requested in writing to the Director at least two (2) business days in advance, they shall be approved. Any other request to use consecutive personal days may be approved at the discretion of the Director.

(c) One (1) unused personal day may be carried over to the next calendar year.

(d) Personal leave is limited to a maximum of four (4) days in any given year.

(e) Unused personal leave is not subject to payment to an employee upon the end of his/her employment for any reason, including retirement.

ARTICLE 18
Bereavement Leave

Section 1. Leave of three (3) days shall be granted for death in an employee's family as follows: mother, father, wife, husband, son, daughter, step-children, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandson and granddaughter. Leave of one (1) day shall be granted for death in an employee's family for an aunt, uncle, niece, and nephew. The purpose of such leave is to allow the employee time-off to make funeral arrangements, and attend the funeral.

In determining how many additional days should be allowed when requested by the employee, the Director shall take into consideration the day of the week on which the death occurred, the day of the week on which the funeral is held, the relationship between the decedent and the employee, and the distance to be traveled to attend the funeral. Employees shall be required to use their own accrued time off when approved for additional time off.

ARTICLE 19
Jury Duty

Section 1. An employee in full-time employment required to serve on the Jury and thus having to be absent from regular duty may, upon application, be paid the difference from the Town, upon presentation of an affidavit of jury pay granted.

ARTICLE 20
Meal Periods

Section 1. All employees shall be granted regular meal periods which shall be scheduled at approximately the middle of the normal workday whenever possible. Time allowed for meal periods during the regular workday shall not constitute a part of the paid workday.

Section 2. Employees shall have a one half (1/2) hour meal period to be taken on the job site.

Section 3. An employee required to work more than two (2) hours overtime continuous with the expiration or commencement of his regular scheduled work day due to snow emergency or similar emergency, shall be furnished with a meal allowance of $10.00 for breakfast and $12.00 for lunch and/or dinner, paid through payroll.[1]

Section 4. Reasonable overtime meal periods not to exceed one-half (1/2) hour's duration shall be scheduled in the discretion of the Director or his designee, which discretion shall not be unreasonably exercised. No time deduction shall be made for the overtime meal periods.

Section 5. The Employer shall have the right to adjust overtime meal times in a reasonable manner to be compatible with the availability of meals and other considerations of public convenience and accommodation.

ARTICLE 21
Breaks

Section 1. All employees' work schedules shall provide for a paid fifteen (15) minute break on the work site during each one-half (1/2) shift of a normal work day.

Section 2. Whenever feasible, in the discretion of the Director or his designee, the coffee break shall be scheduled at the middle of each one-half shift.

[1] Increase is effective after ratification of the MOA by both parties, which was September 10, 2019.

Section 3. An employee required to work overtime after the expiration of his regularly scheduled work day shall be entitled to a fifteen (15) minute break, on the work site, after four hours of such continuous overtime work.

An employee who is unable to take such coffee break at the aforementioned two hour point, due to work requirements, shall be allowed such break at a later point prior to the end of his overtime shift, or shall receive overtime compensation for fifteen (15) minutes in addition to the overtime period actually worked.

ARTICLE 22
Clean-Up Time

Section 1. Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of the employee's daily time worked.

Section 2. The Employer shall provide showers, lockers, toilets, urinals, wash basins.

ARTICLE 23
Temperature

Section 1. Except in cases of emergency, when the temperature of a work site becomes oppressively hot (i.e., when the "Heat Index" registers 95 degrees or above), as determined by the Director or his designee, the Director will endeavor to relocate the employees involved to work under less oppressive conditions for the duration of the period of extreme heat at the original work site. Whenever practicable and to the extent possible, the Director will permit reasonable "warm-up" time during work under conditions which constitute extreme cold (i.e., when the "wind chill" temperature is below 10 degrees) as determined by the Director or his designee. The determination of the Director or his designee shall be based on a reliable weather source such as the National Weather Service.

ARTICLE 24
Promotions - Job Posting

Section 1. Any employee promoted in accordance with the terms of the Agreement shall be given a ninety (90) day trial and training period in the new position at the lowest pay step level exceeding his former rate of pay in the wage grade for the new position. If at any time during the trial and training period the Employer in its sole discretion determines that the employee is not qualified to perform the work at the new position, the employee shall be returned to his old position at his old rate of pay.

Section 2. When a position covered by the Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, area, hours, duties and qualifications. This

notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. After the posting period, the Employer shall appoint the successful candidate, if any, pursuant to the provisions of Article 31, Section 7, of the Agreement, and the Town Charter, Administrative Code and Bylaws.

Nothing contained in this Article shall be interpreted as requiring the Employer to make any appointment or fill any vacancy, nor is the Employer precluded from appointing individuals outside of the bargaining unit, providing such individuals demonstrate the required skill, ability, performance and experience in the exclusive judgment of the Employer. Should two (2) or more candidates appear equally qualified, preference shall be given to a member of the bargaining unit.

ARTICLE 25
Safety Code

Section 1. The Employer from time to time may make reasonable regulations for the safety and health of the employees in the performance of their duties.

Section 2. The Employer shall send a copy of any new regulations pertaining to the safety and health of the employees to the Union representatives designated below upon issuance of such regulation.

Section 3. The Employer shall regulate and the Union shall inform its members to use protective devices, wearing apparel, safety practices and other accessories, equipment and precautions for the protection of employees from injury. For example, employees are required to wear steel toe or composite footwear while on duty.

Section 4. Subject to the employee's right to the grievance procedure, the Employer may treat violations of the safety code as a breach of discipline.

ARTICLE 26
Safety/Labor/Management Committee

Section 1. A committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union shall be appointed and shall meet from time to time to discuss regulations or other matters relating to health and safety as well as matters generally related to Labor-Management Relations. Such meetings shall be by mutual agreement at reasonably, mutually agreeable times and places. No deduction in pay shall be made for those meetings held during work hours.

Section 2. Each party shall notify the other of its representation designated hereunder within seven (7) calendar days of designation or change. Representatives of the Employer shall not be obligated to meet pursuant to this section, except with the Union representatives designated in the above notice.

ARTICLE 27
Clothing Allowance

Section 1. Effective July 1, 2017, the Town shall provide each bargaining unit member, except as noted below in Section 2, with seven (7) t-shirts and two (2) sweatshirts with the Town insignia on them. The Town will replace annually up to seven (7) t-shirts and two (2) sweatshirts that are worn or damaged. In addition, effective July 1, 2019, employees covered by this Section 1 shall receive a clothing allowance of $550.00 per year. Such allowance shall be paid as follows: $275 in the first pay period after October 1 and $275 in the first pay period after April 1. Effective July 1, 2020, employees covered by this Section 1 shall receive a clothing allowance of $600.00 per year. Such allowance shall be paid as follows: $300 in the first pay period after October 1 and $300 in the first pay period after April 1.

Section 2. Fleet Maintenance Personnel: The Town shall provide each fleet maintenance employee with a uniform consisting of eleven (11) pairs of pants and three (3) long sleeve shirts. The Town will pay to clean this uniform worn by the fleet maintenance personnel. Fleet maintenance employees shall receive the following clothing allowance: effective July 1, 2019, $100.00 per year, payable as follows: $50 in the first pay period after October 1 and $50 in the first pay period after April 1. Effective July 1, 2020, $150.00 per year, payable as follows: $75 in the first pay period after October 1 and $75 in the first pay period after April 1.

In addition to the laundered uniform, the Town shall provide each fleet maintenance employee with seven (7) t-shirts and two (2) sweatshirts. The Town will periodically replace t-shirts or sweatshirts that are worn or damaged.

ARTICLE 28
Leave of Absence

Leave of absence, in excess of that provided for under Article 17, Section 10(b), may be granted to an employee by the Director, with the approval of the Board of Selectmen, for reasons of extended illness. Such leave of absence shall be without pay, fringe benefits, and contribution by the Town to the employee health and life insurance.

ARTICLE 29
Military Leave

Section 1. The provisions of the Personnel Rules and Regulations of the Town of Hudson with regard to Military Leave, in effect during the terms of the Agreement is hereby incorporated by reference into the Agreement. An employee, on request, may combine his military leave with his regular vacation period.

ARTICLE 30
Licenses

Section 1.

Employees hired on or after July 1, 2022 for any position which requires a Commercial Driver's License (CDL), must obtain and maintain a valid CDL within twelve (12) months of the employee's date of hire as a condition of employment. Under extenuating circumstances, said requirement may be extended by mutual agreement between the Union and the Employer. It is understood that the approval or denial of an extension is not subject to the grievance procedure in this Agreement.

Section 2. In the event an employee fails to maintain their CDL, the employee will be moved to a lower pay step following a six (6) month grace period from the date of the loss to recover their license.[2] Employees failing to obtain a CDL within twelve (12) months from the date of loss will be terminated. Under extenuating circumstances, said requirement may be extended by mutual agreement between the Union and the Employer. It is understood that the approval or denial of an extension is not subject to the grievance procedure in this Agreement.

Section 3. In the event an employee's CDL is revoked for a first-time offense, the employee will immediately be demoted to a W-1 classification if the position is available. The Town will authorize not more than two (2) W-1 positions to be filled by employees so demoted at any given time. Employees failing to obtain a CDL within twelve (12) months from the date of loss will be terminated. Under extenuating circumstances, said requirement may be extended by mutual agreement between the Union and the Employer. It is understood that the approval or denial of an extension is not subject to the grievance procedure in this Agreement.

Section 4. No employee shall drive a Town vehicle rated 9 tons or over unless such employee has a valid CDL.

Section 5. Employees shall be reimbursed for the cost of licenses as well as costs associated with maintaining licenses in the following categories when such licenses are required by the Town:

Pesticide	Commercial Drivers License
Hoisting (Various)	Water Certification
Sewer Certification	Certified Backflow Inspector
	Certified Backflow Surveyor

Employees shall also be reimbursed for the cost of their DOT physicals.

[2] Demotion pay grade schedule: W6 to W4; W4 to W2; W2 to W1 (step 1)

Section 6. Employees required to possess a Commercial Drivers License will be subject to drug and alcohol testing in accordance with the regulations of the Department of Transportation and the attached "Memorandum of Understanding: Implementation of U.S. Department of Transportation Alcohol and Controlled Substances Testing Requirements."

ARTICLE 31
Seniority and Probationary Period

Section 1. Each employee will be credited, for purposes of this seniority article, with his continuous and unbroken length of service while in the Employer's employ in the Public Works Department computed from the date of his most recent employ. Seniority shall be acquired by an employee upon completion of his probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 2. A newly hired employee covered by the Agreement shall be considered a probationary employee for the first twelve months of his employment. A probationary employee who is continued in the employ of the Employer beyond the probationary period shall receive continuous service or employment credit from his most recent date of hire.

Section 3. Seniority shall accumulate during the first twelve (12) months of absence due to illness, injury, lay-off for lack of work or funds, or other authorized leave of absence.

Section 4. Seniority shall be broken when an employee: (a) resigns, (b) retires, (c) is discharged for cause, (d) is unable or otherwise fails to return to work at the expiration of an authorized leave of absence, (e) is laid off for a period of time in excess of the length of service held at time of layoff, or, if the employee was hired after July 1, 1996, is laid off for two years or more, (f) fails to return to work within a period of five (5) working days following receipt of notice of recall or (g) is absent for more than three (3) work days without notice to the Employer of the reason for absence. It is agreed that an employee may refuse recall to a temporary position which will not last more than thirty (30) days without loss of seniority or recall rights.

Section 5. An employee whose seniority is broken under the provision of Section 4(e) of this Article will be accorded preference for rehire, should he apply for rehire, in the event an opening occurs in the position from which the employee was laid off, or in any other position which such individual can perform, provided such opening occurs within twenty-four months of the date the employee was terminated, and further provided such opening is not filled by a bargaining unit employee in accordance with provisions of the Agreement. Preference will be forfeited upon first refusal by the employee who was laid off.

Section 6. 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 bargaining 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.

Section 7. The principles of first the Employer's exclusive judgment of the employee's skill, ability, performance and experience, and second, seniority, shall control in cases of promotion, and recalls. The employee so promoted or transferred shall be on trial for the first three (3) months, but the Employer may at any time within that period, if the Employer determines that the employee is not suitable for the job, return him to his former job or a comparable position of the like status and pay.

Section 8. The Employer's judgment with respect to skill, ability, performance, and experience shall be final and shall not be the subject matter of grievance and arbitration unless there is an allegation that the Employer engaged in discrimination against a unit member. Furthermore, the Employer shall not be obligated to pay an employee so-called back pay, nor shall the employee be awarded any other relief unless such discrimination is proven.

Section 9. In the event that it becomes necessary to lay off employees, the principle of seniority shall control within classifications. The least senior employee in the job classification affected by the lay-off shall be the first laid off. Employees scheduled to be laid off shall have the right to bump employees in other classifications in accordance with the Town Personnel Rules & Regulations.

ARTICLE 32
Longevity Pay Plan

Section 1. There shall be longevity increments to be awarded yearly on the second payday in December in a lump sum as follows:

Effective July 1, 2007:

Years of Service	Longevity Increment
After 5 years but less than 10	$650.00
After 10 years but less than 15	$735.00
After 15 years but less than 20	$790.00
After 20 years	$845.00

Years of service include length of service in the Town as full-time employee as of December 31st of the current year.

ARTICLE 33
(Reserved)

ARTICLE 34
Emergency Leave

Section 1. Emergency leave time totaling three (3) days per calendar year with pay may be granted at the discretion of the department head to any full-time employee.

Section 2. Application for Emergency leave will be made at least 24 hours before taking such leave except in cases of extreme emergency.

The applicant shall be required to state the reason for taking such leave and to define the subject matter that requires absence during work hours.

Emergency Leave time shall be deducted from sick leave or vacation time. The employee may decide which account (sick leave or vacation time) is to be charged. Emergency leave may not be used immediately before or after vacations, holidays, weekends, or other time-off for purposes of extending such time off.

ARTICLE 35
Pay Rates

Section 1. The rates of pay, job classifications and Step increases for all employees shall be set forth in Appendix 1.

Section 2. At the Town's discretion, new employees, based on skills and experience, may be placed at any step on the salary schedule. Any current employee in the same job classification who can document the same or greater skills, experience, education, and/or certification shall be brought up to the same step.

Section 3. Water and Sewer employees, who are subject to the rotating schedule, will be eligible for a one pay grade increase, effective upon implementation of the rotating schedule, during the period of their service in the Water and Sewer Divisions.

Section 4. Mechanic Tools Stipend. A $1,000 annual stipend shall be paid to each of the four (4) mechanics, with half to be paid in the first pay period in February, and half to be paid in the first pay period in June.

Section 5. CDL Stipend. Beginning on July 1, 2023, a $500 annual stipend will be paid to all bargaining unit members who can document possession of a valid CDL. The stipend will be paid as a lump sum payment in the first pay period in July. On July 1, 2024, this annual stipend shall increase to $750.

Section 6. Annual step raises eligibility - An employee shall be eligible for annual step raises within the salary range assigned to the class in which employed in conformance with the terms of the Town's Personnel Rules & Regulations.

Section 7. Review Procedures: An employee who is not recommended for a step raise shall be given written notification of the reasons therefore by the Director within fourteen (14) calendar days of the Director's submission of the employee evaluation to the Executive Assistant. (moved from article 37, section 6).

ARTICLE 36
Incentive Days

In each year, members of the bargaining unit may earn days off with pay as follows:

If a member works continuously through six (6) consecutive months without using leave under Article 17 or using Emergency Leave charged to sick leave under Article 34, the employee shall be granted one (1) day off with pay. Incentive days so earned must be scheduled with the Department Head's approval and used within the following six (6) month period. The following conditions shall strictly apply:

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

(b) The employee's Department Head will approve 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 37
Miscellaneous Provisions

Section 1. Should any provision of the Agreement be found to be in violation of any Federal or State law or Civil Service rule by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

Section 2. Access to premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 to enter the premises at reasonable times to discuss working conditions with individual members of the bargaining unit, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees, and provided the Director has been notified prior to said entry onto the premises.

Section 3. Both parties agree to be bound by the terms and conditions of the Agreement during the period between the date of expiration and the date of execution of a new Agreement.

Section 4.

Personnel Files – The Town maintains a personnel file for each employee. Employees will have access to their personnel files in accordance with M.G.L., Chapter 149, Section 52C.

Section 5. An employee required by the Employer to use his own vehicle shall be paid eighteen (18) cents per mile. Employees will be paid on a monthly basis.

Section 6. (Reserved)

Moved to Article 35 – Pay Rates as Section 7.

Section 7. (Reserved)

Section 8. (Reserved)

Section 9. Any employee assigned to on-call duties will be provided a Town vehicle and may take the vehicle home at the end of the work day. The use of the vehicle after the workday is strictly limited to Town business.

Section 10. When an employee is given permission by the Director to donate blood during work hours, the employee will be released from work. The decision of the Director to permit such a donation will not be subject to the grievance arbitration procedure. The Director's discretion includes when in the day the donation shall be made.

Section 11. In the event of the death of an employee of the Department of Public Works, employees will be allowed, upon request, to attend the service and internment, up to a maximum of a half-day of work, without loss of pay.

ARTICLE 37A
Waiver

The parties acknowledge that during the negotiations which preceded the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Town and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in the Agreement.

ARTICLE 38
Bi-Weekly Payroll

Section 1. 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-day notice to the Union and employees of such change.

Section 2. Employees are to receive their regular paychecks or direct deposit on a regular basis, with the payday to be Thursday. This is subject to reopening by the Town with at least 90 days notice to the Union.

ARTICLE 39
Duration

The Agreement shall be effective for three (3) years commencing July 1, 2022.

This contract shall remain in full force and effect until June 30, 2025, and from year to year thereafter unless either party notifies the other party prior to October 1, 2024, or any October 1st thereafter, of its desire to modify or terminate this contract. Such notification shall be by registered United States mail to the responsible signatories of this contract.

THE AGREEMENT entered into this 18 day of March, 2024.

FOR THE TOWN OF HUDSON
SELECT BOARD

Scott R. Duplisea, Chairman

Michael D. Burks, Sr., Vice Chairman

James D. Quinn, Clerk

Judy Congdon, Member

FOR AFSCME, AFL-CIO, COUNCIL #93,
LOCAL #3625

Tyrone Housey, Business Representative, Council #93

3-1-24

Joel Krysa, President, Local #3625, Hudson

Appendix 1

FY23	**2.25%**	7/1/2022		
W1	$20.00	$20.74	$21.48	$22.22
W2	$23.33	$24.14	$25.11	$26.15
W3	$24.14	$25.11	$26.00	$26.91
W4	$25.11	$26.00	$27.20	$28.45
W5	$26.00	$27.20	$28.04	$28.91
W6	$27.20	$28.04	$28.99	$29.99
W7	$28.04	$28.99	$30.00	$31.03
W8	$28.99	$30.00	$31.05	$32.16
FY24	**2.25%**	7/1/2023		
W1	$20.45	$21.21	$21.96	$22.72
W2	$23.85	$24.68	$25.67	$26.74
W3	$24.68	$25.67	$26.59	$27.52
W4	$25.67	$26.59	$27.81	$29.09
W5	$26.59	$27.81	$28.67	$29.56
W6	$27.81	$28.67	$29.64	$30.66
W7	$28.67	$29.64	$30.68	$31.73
W8	$29.64	$30.68	$31.75	$32.88
FY25	**2.25%**	7/1/2024		
W1	$20.91	$21.69	$22.45	$23.23
W2	$24.39	$25.24	$26.25	$27.34
W3	$25.24	$26.25	$27.19	$28.14
W4	$26.25	$27.19	$28.44	$29.74
W5	$27.19	$28.44	$29.32	$30.23
W6	$28.44	$29.32	$30.31	$31.35
W7	$29.32	$30.31	$31.37	$32.44
W8	$30.31	$31.37	$32.46	$33.62

APPENDIX 2

American Federation of State, County & Municipal Employees, Council 93, 8 Beacon Street, Boston, Massachusetts 02108 - Telephone 617-367-6000

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

By:_____
(name of employee - please print)

To:_____
(name of employer - please print)

Effective:_____, I hereby request and authorize you to deduct from
(date)
my earnings each _____ the amount of $_____.
(payroll period)
This amount shall be paid to the treasurer of AFSCME Local Union No._____ and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure.

This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Union and the Employer or upon termination of my employment.

Date_____Signature_____

Street_____

City_____ State_____ Zip_____

Dept/Div/Facility_____

Work Location_____

Job Title_____

Social Security #_____ Job Code_____

Unit #_____ Employee #_____

APPENDIX 3
(RESERVED)

APPENDIX 4

Memorandum of Understanding: Implementation of U.S. Department of Transportation Alcohol & Controlled Substances Testing

APPENDIX 5

ROTATING SCHEDULE

The rotating schedule shall consist of five (5) days on, two (2) days off; ten (10) days on, four (4) days off, subject to the work week period.

The actual schedule is available in the Director's office.

OFFICE OF THE EXECUTIVE ASSISTANT
TOWN OF HUDSON
78 MAIN STREET
HUDSON, MA 01749
Tel: 978-562-9963
Fax: 978-568-9641

September 28, 2021

Tyrone Housey, Staff Representative
AFSCME Council 93
21 Wilbraham Street, Bldg. 51
Palmer, MA 01069

Re: Side Letter of Agreement – Use of Labor Relations Connection
Hudson DPW Employees Bargaining Unit

Dear Tyrone:

This letter memorializes the agreement reached between the Town of Hudson and AFSCME, AFL-CIO, State Council 93, Local 3625 (DPW Employees Bargaining Unit) concerning the use of The Labor Relations Connection on a trial basis.

Effective July 1, 2022, the parties have agreed to use the services of The Labor Relations Connection, on a trial basis, for any arbitration not pending at the American Arbitration Association or before any arbitrator has been mutually selected by the parties in a grievance matter.

Unless either party notifies the other party of its intent to terminate this Side Letter on or before July 1, 2023, the parties will use The Labor Relations Connection for the duration of the 2022-2025 Collective Bargaining Agreement.

This Side Letter will sunset with the expiration of the 2022-2025 Collective Bargaining Agreement.

Please countersign this letter below to confirm you agree to the terms of this Side Letter.

Sincerely yours,

Thomas Gregory

Thomas Gregory
Executive Assistant

cc: Kimberly A. Rozak, Town Labor Counsel

AFSCME, AFL-CIO, State Council 93, Local 3625
DPW Employees Bargaining Unit

Tyrone Housey, AFSCME Representative

AFSCME Council 93

Separate Language Proposal

August 5, 2022

MEMORANDUM OF AGREEMENT

RE: Commercial Drivers License (CDL) Resolution

This Memorandum of Agreement ("MOA") is entered into by and between the Town of Hudson (hereinafter referred to as the "Town" or "Employer") and AFSCME Council 93 and Local 3625 (hereinafter referred to as the "Union").

WHEREAS:
The Employer and the Union do hereby mutually acknowledge as of April 1, 1992, and thereafter, employees are required as a condition of employment to possess a valid CDL for all required job classifications.

The Employer and the Union do further mutually acknowledge with no admission by either party, said condition of employment has not always been strictly enforced. As a result, there are some current employees working in required job classifications that do not have their CDL.

The Employer and the Union mutually agree a CDL is vital to the operation and services the DPW provides to citizens of the Town of Hudson.

THEREFORE:
The Employer and the Union do hereby mutually agree employees who were issued a May 4, 2022, letter to obtain their CDL within 90 days, to grant them an additional six (6) months extension to obtain their CDL by February 4, 2023 or be terminated from employment. The Employer and the Union further agree termination for failure to obtain a CDL is not subject to the grievance procedure in the collection bargaining agreement.

The Union and the Employer agree to work in good faith to resolve any issues.

This Memorandum of Agreement will sunset with the expiration of the collective bargaining agreement.

13. **Housekeeping**.

A. The parties agree to add a W-1 Laborer classification (with no required CDL) to Appendix 1.

B. The parties agree to execute a side letter, in the form attached here, regarding the use of The Labor Relations Connection, LLC, on a trial basis, for arbitrations during the term of the 2022-2025 Agreement.

THIS AGREEMENT shall be subject to ratification by the Union and the Board of Selectmen of the Town of Hudson, and shall be subject to appropriation by Town Meeting.

THIS AGREEMENT has been executed by the duly authorized representatives of the Town of Hudson and AFSCME, AFL-CIO, STATE COUNCIL 93, LOCAL 3625, subject to the conditions herein.

TOWN OF HUDSON

By: Thomas Gregory
Thomas Gregory
Executive Assistant

Date: 9/26/2022

AFSCME, AFL-CIO, STATE COUNCIL 93, LOCAL 3625 (DPW)

By: Tyrone C. Housey
Tyrone Housey, Staff Representative

Date: 10-19-2022

Town of Hudson Side Letter Agreement

The Town of Hudson and American Federation of State, County and Municipal Employees AFL-CIO, State Council 93 Local 3625 agree to the following terms to provide for Standby Pay for the Waste Water Division.

1. The Town will compensate one employee two (2) hours at 1 ½ time the employee's hourly rate to carry the Waste Water on-call phone each week. During this on-call assignment, the employee will be required to be available to respond to after-hour emergencies that arise at the Waste Water treatment plant, Pump stations and Collection system. An additional four (4) hours at 1½ time the employee's hourly rate will be paid for each response. Should such an employee be recalled again during that (4) hour period guaranteed on prior recall the employee shall receive no additional compensation unless the employee continues work beyond the expiration of the original four-hour period.
2. This agreement shall remain in place until the current contract has expired or has been renegotiated.
3. This Agreement does not establish a past practice or precedent for any additional stand by stipends for any additional union members.

Thomas Gregory, Executive Assistant

Thomas Gregory

Date: 11/3/2023

Joel Krysa, Union President
AFSCME Local 3625 (DPW)

Joel A Krysa

Tyrone Housey, Staff Representative
AFSCME Local 3625 (DPW)

Tyrone C. Housey

Date: 11/3/2023