

AGREEMENT
Between
Town of Hudson
and
American Federation of State, County and Municipal Employees
AFL-CIO, State Council 93, Local 3625
July 1, 2022 – June 30, 2025
(Dispatchers Unit)

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This 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. Employer recognizes the Union as the sole and exclusive bargaining agent for all full and regular part time Dispatchers regularly scheduled to work twenty or more hours per week by the Town of Hudson in the Police Department; but not including the Communications Supervisor, and all other confidential and managerial 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 this 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 this Agreement, are reserved to the Town.

ARTICLE 2

Severability

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 Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation (Federal or State) or should any provision of this Agreement be found to be in violation of any Federal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

Section 2. Should any article, section, or portion thereof, of this 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 this Agreement requires such substitution.

Section 3. In the event that any part or provision of this 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 this Agreement as they limit or restrict the Employer in the exercise of the customary rights and responsibilities of its management of the Town Departments, the Employer shall have the exclusive right to manage the Departments; direct the working forces; determine the operations; determine the methods, the processes and procedures; determine the schedules and work assignments. The right to hire; lay off; promote; demote; transfer employees between departments; assign duties and tasks; discipline, suspend, or discharge non-probationary employees for just cause; maintain discipline; require the observance of the Employer's reasonable rules and regulations; determine and maintain equitable standards of performance; attain efficiency; institute technological changes or revise processes, systems or equipment from time to time; assign employees to worksites; schedule and grant leaves, including placing an employee on administrative leave or sick leave; direct, control, supervise and evaluate employees; and subcontract services is the exclusive and sole right of the Employer.

Section 2. During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE 4 **Reserve for Future Use**

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 their 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 their 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 Department Head and their agents or representatives for adherence to any provision of this 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 this Agreement other than this Article.

ARTICLE 6 **Strikes and Work Stoppages**

Section 1. The term “strike,” wherever used in this 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 this 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 this 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 this 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 this Agreement, only the question of whether or not he engaged in, induced or encouraged such strike, work stoppage, or 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 this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth as *Appendix B*, 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.

Section 2. The Employer agrees to remit the aggregate amount deducted pursuant to Section 1 above to the Business Manager of Council 93 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.

Section 3. 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.

ARTICLE 7A Employee Orientation

Section 1. The Town shall provide all new employees with a New Hire Manual, which shall include the current Collective Bargaining Agreement, and an AFSCME Council 93 Membership Application.

ARTICLE 8 Grievance Regarding Discipline or Discharge

Section 1. Reserved for future use.

Section 2. Any grievance relating to the discharge or discipline of an employee may be taken up and determined under the grievance and arbitration provisions of this Agreement except as otherwise specifically limited in this Agreement. Notwithstanding the grievance and arbitration provisions of this Agreement, a grievance involving discipline or discharge must be in writing and must be received by the Employer within seven (7) calendar days from the date of the discipline or discharge. In the event a grievance involving discipline or discharge is not filed within such time, the action taken shall be deemed to be for just cause and shall not be subject to arbitration. A grievance involving discharge shall start at Step 2 of the grievance procedure.

This Article does not apply to probationary employees.

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 seven (7) 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.

Section 3. The Employer agrees that the Police Chief, or the Chief's designee, will meet with a Chapter Officer or the Steward at reasonable, mutually agreeable times, during the work day 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 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. The Union may process a class action grievance, so long as the group of employees alleged to be aggrieved is specifically stated, and at least one individual employee is identified, and signs the grievance. 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 Police Chief within seven (7) calendar days of the date of the grievance or the employee's knowledge of its occurrence. The Police Chief 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 Police Chief 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 this Agreement. The arbitrator will not have the authority to issue a decision contrary to federal or state law. The Arbitrator shall have no right to add to or subtract from this Agreement. The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

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

- A. An action involving disciplinary measures up to and including a suspension of three days or less will be processed from Step 1.
- B. 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 Arbitrator and to the other party, only if the party bears the cost of its transcript copy.

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 earnings 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 requirements of the grievance procedure for reasonable cause, so long as the request is made before the time limitation has expired. Such relief shall only be by mutual agreement which will not be unreasonably withheld by either party.

Section 7. The failure of the Town to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure.

ARTICLE 11 **Hours of Work**

Section 1. The Work Week and Hours of Work currently scheduled and in practice shall be incorporated into this Agreement and shall be posted in a conspicuous place in the Police Station. Dispatchers shall work a four on/two off (four and two) schedule, eight (8) hour shifts, inclusive of a $\frac{1}{2}$ hour meal break to be taken on site.

Section 2. The Town shall have discretion to change the above by:

- A. giving twenty (20) days notice to the Union, including consultation as to the reasons for changing regular work hours or schedules, except when it is beyond the reasonable control of the Town.
- B. subject to the grievance procedure. In the event a grievance alleging the violation of this section is appealed to arbitration, the arbitrator will be limited to determining only if the Town has acted arbitrarily or capriciously with respect to changing the regular work hours or schedules.

Section 3. The Employer retains the right to schedule the hours of employment of all dispatchers in accordance with the work requirements of the Police Department.

Section 4. Nothing in this Article shall prevent the scheduling of special schedules with mutual consent of the Employer and the employee concerned, provided the Town advises the Union Steward of the proposed special schedule and the Steward does not object.

Section 5. Shift Bidding. Dispatchers shall engage in shift bidding, by seniority, once a year. Ties in seniority shall be addressed for shift bidding purposes by a lottery on or before December 1st. The Town will post by December 1st of each year the shifts that will be available for bid. Dispatchers shall have until December 15th to return their bid to the Chief of Police. Shifts bid shall begin January 2nd. Overtime caused by a dispatcher's voluntary change in shifts as a result of this section will not be compensated at time and one-half.

ARTICLE 12

Overtime

Section 1. To the extent practical, overtime work shall be equally and impartially offered and distributed among bargaining unit members. The Employer, Union and employees agree to cooperate in the matter of overtime.

Section 2. The Chief of Police or the Chief's designee may require employees to work overtime in an emergency situation not caused by the malfeasance of the Employer where a delay in job function will result in property or financial loss to the town, or a loss of services to the public. In such situations, employees shall be assigned such overtime in an inverse order of seniority.

Section 3. The Employer or its representative shall keep records of overtime worked. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or Shop Steward with the Police Chief or the Chief's designee.

Section 4. Dispatchers working a four on/two off (four and two) schedule shall be entitled to receive pay or compensatory time at 1.5 times (time and one half) their ordinary hourly rate for hours worked in excess of their regularly scheduled work week. The regularly scheduled work week, for the purposes of this section, shall mean the days scheduled for work under the four and two schedule which fall within the normal seven day pay period established by the Town. If a dispatcher is called in to attend court proceedings or meetings, the dispatcher will be awarded a minimum of 3 hours. It is understood that the minimum will not apply to shift holdover or for scheduled training. Overtime for Dispatchers shall be distributed as described below. When shifts need to be covered for absences expected to be four days or fewer, they will be filled in the following manner:

- FT Dispatchers will be given the first opportunity to fill the shift(s) utilizing a list similar to that utilized by Police Officers, by which those with the fewest OT hours worked will be offered the shift first.
- PT Dispatchers will be offered the shift(s) if no FT Dispatchers are interested.
- Qualified Police Patrolmen will be offered the shift(s) if neither the FT or PT Dispatchers are interested.

- FT Dispatchers will be ordered in the same order in which they were originally offered the shift, though dispatchers out on approved leave will be ordered in last.

For leaves of more than four shifts which are known in advance coverage will be offered to PT Dispatchers first followed by FT dispatchers and then Qualified Patrolmen as above.

ARTICLE 13 **Temporary Transfer**

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

Section 2. 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 ten (10) or more consecutive working days, and does in fact work such consecutive 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.

Section 3. Any claim made by an employee injured during the period of the temporary transfer, reassignment or reclassification describe above, will be paid at their permanent classification rate.

Section 4. In the event a grievance alleging the violation of this Article is appealed to arbitration, the arbitrator will be limited to determining only if the Town has acted arbitrarily or capriciously.

ARTICLE 14 **Holidays**

Section 1. All regular, full-time Dispatchers shall receive eight (8) hours of pay for the following holidays, whether worked or not:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth ¹	Christmas Day

Section 2. To be eligible to be paid for the holidays listed in Section 1 above, an employee shall have worked on the last day prior to and the next regularly scheduled working day following such holiday, or was on full pay status on such preceding and following days.

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

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 General Laws, Chapter 32B and to contribute 50% to the premium cost for said plan.

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

ARTICLE 16

Vacations

Section 1. 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 (1) below. The Employer will grant vacation credit and time off in accordance with the following schedule:

- 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 2. Assignment and allocation of vacation days shall be at the discretion of the Police Chief or the Chief's designee 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 Police Chief.

Section 3. If the employment of a person, who has become entitled to an annual vacation but has not taken it, is terminated through no fault of their own, they shall be paid for their vacation period. Upon death of an employee entitled to vacation, a monetary allowance for such vacation shall be paid to the person or persons to whom unpaid salary is payable.

Section 4. In the event of the termination of an employee by layoff, the employee shall be paid, or be entitled to time off with pay for the prorata share of their vacation entitlement since January 1st.

Section 5. 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 credits shall be used concurrently with vacation earned for any following year. Employees with five (5) or more years of service, but less than ten (10), may carry over and accumulate with current year vacation credits, a maximum of five (5) days. Said carry-over vacation credits must be used concurrently with vacation earned for any following year.

ARTICLE 17

Sick Leave

Section 1. Cumulative sick leave shall accrue to all full time employees 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 and twenty (120) working days.

Section 2. Sick leave must be authorized by the Police Chief or the Chief's designee and must be reported on the employee's weekly time sheet to the Police Chief or the Chief's designee.

Section 3. The Police Chief or the Chief's designee may require medical certification from a licensed physician for absences of three (3) consecutive days. The Police Chief or the Chief's designee may also require medical certification from a licensed physician for absences of less than three (3) consecutive days if a pattern or abuse of sick leave exists.

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 case of an employee who is receiving workers' compensation, payments under the provisions of this Article shall be limited to the difference between the workers' compensation received and the employee's regular gross pay.

Section 6. In the event of payments made to an employee under the preceding section, the Police Chief may debit the employee's sick leave accrual by such amounts as he determines to be equitable in relation to such payments.

Section 7. On January 1st or as soon after as practical of each calendar year, each employee shall be paid at the rate of one (1) day of base pay for each two (2) days of sick leave over the allowable one hundred and twenty (120) days accumulated during the preceding year.

Section 8. The Board of Selectmen may permit an employee to take not more than thirty (30) working days sick leave with pay over and above their accrued sick leave in cases of serious disabilities or sickness upon certification by a licensed, practicing physician.

Section 9. All sick leave advanced to an employee shall be repaid to the Town at the rate of one and one fourth (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 their record, such liability will be deducted from accrued earnings.

Section 10. 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 at the end of the temporary six month leave of absence the employee is unable to return to work their employment shall be terminated from the Town.

Section 11. Employees who are on workers' compensation, may charge the difference between their compensation and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits, in accordance with the provisions of section 5 of this Article. The employee shall reimburse the Town of Hudson for such payments in the event he receives workers' compensation for said period. Upon such payment to the Town, sick leave credits equal to the amount of workers' compensation repaid shall be recrated to the employee's sick leave accumulation.

Section 12. Notification of the amount of accumulated sick leave shall be given at the beginning of the calendar year.

Section 13. Dispatchers who have completed five (5) years of consecutive service with the Town of Hudson, shall be entitled upon resignation, retirement or in the event of death, to compensation, in a lump sum amount for unused accumulated sick leave according to pay grade as follows:

Grade:	Per Diem:
Grade 10	\$31.50

Section 14. 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.

ARTICLE 18 **Bereavement Leave**

Section 1. Leave up to three (3) days may be allowed for death in an employee's family as follows: mother, father, wife, husband, son, daughter, sister, brother, grandfather, grandmother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandson and granddaughter. An additional two (2) days of leave may be granted for extraordinary circumstances or to attend out-of-state services. Leave of one (1) day may be allowed for the death of an employee's aunt, uncle, niece, or nephew.

Section 2. The unforeseen need to extend Bereavement Leave beyond the time allotted pursuant to Section 1 of this Article 17 shall be considered a special case for Emergency Leave under Article 27 Section 1(B).

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 between the compensation received from jury duty and their regular compensation from the Town, upon presentation of an affidavit of jury pay granted.

Section 2. Bargaining unit employees may request reimbursement of \$10.00 per day for expenses relating to jury services. The employee must submit their jury service acknowledgment form to the Police Chief to qualify for the \$10.00 reimbursement.

ARTICLE 20 **Breaks**

Section 1. All employees' work schedules will provide for a fifteen minute break per shift, scheduled at the discretion of the Police Chief or their designee.

ARTICLE 21 **Promotions-Job Posting**

Section 1. Any employee promoted to a position within the bargaining unit in accordance with the terms of this Agreement shall be given a ninety (90) day trial and training period in the new

position at the lowest pay step level in the salary grade for the new position which exceeds their former rate of pay by at least \$100.00. 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 their old position at their old rate of pay. The Employer shall provide the employee, in writing, the reason(s) for the decision to return the employee to the old position and rate of pay, and may, if the employee chooses, meet with the employee (who may request the presence of the shop steward or business agent) to discuss the Town's decision. Such restoration action by the Town shall not be subject to grievance and arbitration.

Section 2. When a position covered by this 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 28A of this Agreement, and the Town Charter, Administrative Code and Personnel Rules and Regulations. 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.

ARTICLE 22 **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 in accordance with Article 23 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.

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 23 **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 will notify the other of its representatives 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 24 **Clothing Allowance**

Section 1. Three long sleeved shirts, and three short sleeved shirts will be provided to each dispatcher when hired. The Town will reimburse the cost of two pairs of pants, up to \$100 upon approval of the pants by the Police Chief. Effective in the contract year following the initial disbursement of clothing full-time Dispatchers will receive a clothing allowance of \$300 by October 1. Effective July 1, 2023, full-time Dispatchers will receive a clothing allowance of \$350 by October 1; and, effective July 1, 2024, full-time Dispatchers will receive a clothing allowance of \$400 by October 1.

Section 2. Each Dispatcher eligible for such allowance is required to comply with the uniform and clothing specifications of the Town of Hudson and receive approval from the Police Chief.

ARTICLE 25 **Leave of Absence**

Section 1. Leaves of absence, in excess of that provided for under Article 17, Section 10(b), may be granted to an employee by the Police Chief, with the approval of the Board of Selectmen, for reasons of extended illness. Such leaves of absence shall be without pay, fringe benefits, and contribution by the Town to the employee's health and life insurance.

ARTICLE 26 **Seniority**

Section 1. Each employee will be credited, for purposes of this Seniority Article, with their continuous and unbroken length of service with the Town computed from the date of their most recent employ. Seniority shall be acquired by an employee upon completion of their probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 2. A newly hired, regular, full-time Dispatcher shall be considered a probationary employee for the first twelve months of their employment. 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 this Agreement. A Dispatcher who is continued in employment beyond the probationary period shall receive continuous service or employment credit from their most recent date of hire as a Dispatcher.

Section 3. 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 but in no event will this period be less than twelve (12) months, (f) fails to return to work within a period of ten (10) 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 4. An employee whose seniority is broken under the provision of Section 3(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 in which such individual is qualified and able to perform, provided such opening occurs within three (3) years 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 this Agreement. Preference will be forfeited upon first refusal by the employee who was laid off.

Section 5. Within sixty (60) days after the execution of this Agreement, and on January 1st thereafter, the Town shall forward to the Union a seniority list containing the names of all employees in the bargaining unit. Should the Union choose to challenge the accuracy of the seniority list, written notice detailing the challenge shall be sent to the Police Chief within ten (10) work days of receipt of the seniority list. Within ten (10) work days of receipt of the challenge, the Union's representative shall meet with the Police Chief or their designee to resolve the challenge. Challenges to the make-up of subsequent seniority lists may be made only to the extent of the change, if any, from the preceding seniority list.

Section 6. Article 28A shall control in cases of promotion. The Dispatcher so promoted or transferred shall be on trial for the first ninety days but the Employer may at any time within that period, if the Employer determines that the Dispatcher is not suitable for the job, return them to their former job and pay.

Section 7. 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 personal 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 8. In the event that it becomes necessary to lay off employees, the principal of seniority shall control within each classification. The least senior employee in each classification affected by the lay-off shall be the first laid off. An employee scheduled to be laid off shall have the right to

bump full or part-time employees with less seniority within the same or lower classification as the employee to be laid off; provided the Police Chief determines that the employee seeking to bump into a position is qualified to perform the duties of that position. For purposes of bumping, the classifications are, as follows:

1. Trainee
2. Dispatcher I
3. Dispatcher II
4. Lead Dispatcher

Except for emergency conditions beyond the Town's control, employees shall be given ten (10) working days notice of any intended layoff.

Section 9. Persons who are laid off from full-time positions shall retain their full-time accrued seniority for purposes of subsequent lay off and bumping.

ARTICLE 27 **Emergency Leave - Personal Days**

Section 1. Emergency leave time totaling three (3) days per calendar year with pay may be granted at the discretion of the Police Chief or the Chief's designee 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. The employee may decide which account (sick leave or vacation time) is to be charged.

Section 2. Each full-time permanent employee shall be entitled to two personal days to be taken between January 1 and December 31 of each year for the purpose of transacting personal business which would be impractical to conduct on their ordinary days off. Such personal day(s) shall be requested, unless an emergency prevails, in writing to the Police Chief three days in advance. Approval of the Police Chief shall be required, but shall not be unreasonably withheld.

ARTICLE 28 **Pay Rates**

Section 1. Dispatchers shall be compensated in accordance with *Appendix A* in accordance with their respective grades and steps.²

Section 2. Dispatchers will be entitled to a shift differential at the following rate: Three percent (3%) of the straight time hourly rate for hours actually worked between 3:00 p.m. until 11:00 p.m., and four percent (4%) of the straight time hourly rate for hours actually worked between 11:00 p.m. and 7:00 a.m.

ARTICLE 28A **Dispatchers Classification Plan**

DISPATCHER I (TRAINEE)	Dispatcher who has no prior experience, has not met the training requirements set forth by the Police Chief for dispatching, and is not licensed or certified but is working toward same.
DISPATCHER I (CERTIFIED)	Dispatcher who has prior experience equivalent to the training requirements set forth by the Police Chief for dispatching, or has completed all the training requirements as set forth by the Police Chief for dispatching, is able to operate independently, and is able to perform all duties of a dispatcher including police, fire, emergency medical and Town communications, and is certified and licensed as a dispatcher.
DISPATCHER II (CERTIFIED)	Dispatcher who has at least three (3) years' experience as a Dispatcher with the Town of Hudson; is fully licensed and certified and is able to perform all duties of a dispatcher including police, fire, emergency medical and Town communications; and assists with training of new dispatchers.
PROMOTIONAL	

² As set forth in Appendix A, effective July 1, 2022, the Town implemented a new wage schedule eliminating the existing Step 1 and providing a senior step at 4% above Step 8.

LEAD DISPATCHER (CERTIFIED)	Dispatcher who has at least five (5) years' experience as a Dispatcher with the Town of Hudson; is fully licensed and certified and is proficient in performing all duties of a dispatcher including police, fire, emergency medical and Town communications, shall perform training in all above disciplines and shall perform supervisory duties on their shift at the direction of the Communications Supervisor.
PROMOTIONAL	Supervisory duties shall include reporting on incidents involving performance or conduct that occur during the shift, notifying the shift commander of any dispatcher reporting for duty in a manner unfit to work, assigning tasks to other dispatchers in the absence of the Communications Supervisor, overseeing performance of other dispatchers in the absence of the Communications Supervisor, serving as an information resource for other dispatchers on shift, and engaging in informal shift training for best practices.

1. Dispatcher Functions: All Dispatchers I, II and Lead Dispatchers must be capable of competently performing the communication functions for Police, Fire, emergency medical, and the Town.

2. Promotions:

(a) Movement up to Dispatcher II and Lead Dispatcher shall be on the basis of a promotion only, and not as a result of a vacancy in the job title. Promotions shall be made by the Police Chief or the Chief's designee.

(b) If promoted to a higher title, the anniversary date for Dispatcher II or Lead Dispatcher will be the date that the employee was promoted to Dispatcher II or Lead Dispatcher.

(c) If the Town posts a Lead Dispatcher position, the Town shall make the appointment based on a determination by the Town of the individual's qualifications based on the following criteria:

Whether the individual has:

- (i) positive performance evaluations;
- (ii) good interpersonal skills;
- (iii) a prior disciplinary record;
- (iv) strong communication skills;
- (v) an aptitude for serving in a supervisory capacity;
- (vi) skill level as a dispatcher; and
- (vii) demonstrated reliable attendance.

If all qualifications of the candidates are equal, the individual to be selected will be based on seniority.

3. Communications Supervisor: Promotion to Communications Supervisor, a non-bargaining unit position, will be at the discretion of the Town and, therefore, shall not be subject to grievance or arbitration.

ARTICLE 29 **Longevity**

Section 1. There shall be longevity increments awarded yearly to full time employees accruing on December 1 of each year, being payable in the first payroll in December. The amounts of said increments shall be as follows:

<u>Years of Service</u>	<u>Longevity Increment</u>	<u>Longevity Increment</u>
	<u>Effective 7/1/12</u>	<u>Effective 7/1/13</u>
After 5 years but less than 10	\$725.00	\$775.00
After 10 years but less than 15	\$800.00	\$850.00
After 15 years but less than 20	\$850.00	\$900.00
After 20 years	\$900.00	\$950.00

Years of service include length of service in the Town as a full-time employee as of December 31st of the preceding year. Part-time employees, who have over one thousand (1,000) hours of service in such preceding year, shall be entitled to longevity increments after five (5) years of continuous service. Said increments shall equal one half of the amount specified in the above schedules for full time employees at the appropriate category of length of service.

ARTICLE 30 **Length of Service**

Section 1. For purposes of determination of length of service for longevity and vacation entitlement, only an employee's period of continuous service as a regular or permanent full-time employee in a department under the Board of Selectmen shall be credited; except, that after a service break an employee will be credited with his or her prior service after the employee has returned to regular or permanent full-time service for a period exceeding twice the duration of the break. For purposes of wage progression and all other benefits accruing on the basis of length of service, only an employee's period of continuous service as a regular permanent full-time employee in a department under the Board of Selectmen shall be credited.

Any part-time employee in a department under the Board of Selectmen, who later became a permanent full-time employee in a department under the Board of Selectmen shall be accorded credit for length of service for longevity and vacation entitlement in an amount corresponding to the ratio of his or her average hours worked per week as part-time divided by 37 1/2 and multiplied by the number of years used for calculating that average. A year, under this formula, shall be considered to equal 50 weeks of work.

ARTICLE 31 Statutory Leaves

Section 1. The provisions of Massachusetts General Laws, Chapter 149, Section 105D and the Federal Family and Medical Leave Act of 1993 (“FMLA”), 29 U.S.C. Sections 2601 et seq. are hereby incorporated by reference. It is agreed that when an employee uses leave under the FMLA the Employer may require medical certifications, and may recover health insurance premium payments to the extent permitted by the FMLA.

Section 2. An employee while on an approved maternity leave of absence, may use up to twenty days of accrued sick leave, and any accrued vacation, compensatory, or incentive leave. An employee on an approved maternity leave of absence will also be permitted to use additional available accrued sick leave as is necessary to provide for the employee’s share of health insurance premiums during the leave period. All such leave will continue to be subject to the twelve (12) week maximum leave permitted under the FMLA.

ARTICLE 32 Incentive Days

Section 1. 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 17 or a Personal Day under Article 28, they shall be granted one (1) day off with pay. Incentive Days so earned must be scheduled with the Police Chief’s approval and used within the following six-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 Police Chief 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 33 **Miscellaneous Provisions**

Section 1. 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 Police Chief has been so notified prior to said entry onto the premises.

Section 2. Employee Records - A copy of any written statement or report which is of a critical or unsatisfactory nature concerning an employee made by a member of management or a designated supervisor which is to be retained by the Employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter.

No action shall be taken by the Employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided however, that such record may be retained in the file and may be considered in any subsequent action, if the record then shows that the employee has read the statement or report. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be filed if it contains critical remarks about any other individual or individuals.

Section 3. Both parties agree to be bound by the terms and conditions of this Agreement during the period between the date of expiration, and the sooner of the date of execution of a new Agreement, or if the bargaining between the parties fails to produce agreement, the date of the fifth scheduled mediation session.

Section 4. Mileage Reimbursement - An employee required to use their own vehicle shall be paid forty cents (\$.40) per mile. Employees will be paid on a monthly basis.

Section 5. 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 and Regulations.

Review Procedures: An employee who is not recommended for a step raise shall be notified in writing of the reason by the Police Chief within fourteen (14) calendar days of the Police Chief's submission of the employee evaluation.

Employees will be evaluated using a standard form, to be selected and modified, from time to time, by the Town. Employee evaluations will be reviewed by the Police Chief, and placed in the employee's personnel file.

Section 6. The Town will advise the Union of any proposed position reclassifications, and will consult at the Personnel Board or Board of Selectmen levels in any reclassification procedures with the duly designated representative of the Union. However, it is understood and agreed that the consent of the Union to any such reclassification is not required.

ARTICLE 34 **Stability of Agreement**

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

Section 2. The failure of the Town or the Union to insist on any one or more incidents upon the performance of any of the terms or conditions of the Agreement, will not be considered a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

ARTICLE 35 **Bi-Weekly Payroll**

The Town may convert the existing weekly payroll system to a bi-weekly payroll system provided, however, that the Town gives a 90-day notice to the Union and employees of such a change.³

ARTICLE 36 **Duration**

This contract shall take effect on July 1, 2022 and expire on June 30, 2025.

**THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2023
FOR THE TOWN OF HUDSON AND FOR AFSCME, AFL-CIO, COUNCIL #93,
LOCAL #3625**

**FOR THE TOWN OF HUDSON
SELECT BOARD**

Scott R. Duplisea, Chair

Michael D. Burks, Sr., Vice Chair

James D. Quinn, Clerk

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

Tyrone C. Housey, AFSCME Representative

Jody Blanchard, Union Steward

³ This Article is contingent upon the acceptance of a bi-weekly payroll system by all other Town bargaining units.

Shawn S. Sadowski

Judy Congdon

Date: _____

Date: _____

APPENDIX A

Effective July 1, 2022 [0% plus elimination of prior step 1 and addition of senior step]:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Senior Step**
10A	\$39,811								
10B	\$40,400	\$42,036	\$43,700	\$45,448	\$47,271	\$49,155	\$51,120	\$53,165	\$55,292
10C	\$40,991	\$42,660	\$44,348	\$46,118	\$47,495	\$49,875	\$51,874	\$53,949	\$56,107
10D	\$41,580	\$43,285	\$44,995	\$46,787	\$48,676	\$50,604	\$52,628	\$54,734	\$56,923

Effective July 1, 2023 [1.5%]:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Senior Step**
10A	\$40,408								
10B	\$41,006	\$42,667	\$44,356	\$46,130	\$47,980	\$49,892	\$51,887	\$53,962	\$56,121
10C	\$41,606	\$43,300	\$45,013	\$46,810	\$48,207	\$50,623	\$52,652	\$54,758	\$56,949
10D	\$42,204	\$43,934	\$45,670	\$47,489	\$49,406	\$51,363	\$53,417	\$55,555	\$57,777

Effective July 1, 2024 [2.0%]:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Senior Step**
10A	\$41,216								
10B	\$41,826	\$43,520	\$45,243	\$47,052	\$48,940	\$50,890	\$52,925	\$55,042	\$57,244
10C	\$42,438	\$44,166	\$45,913	\$47,746	\$49,172	\$51,636	\$53,705	\$55,853	\$58,088
10D	\$43,048	\$44,813	\$46,583	\$48,439	\$50,394	\$52,390	\$54,486	\$56,666	\$58,932

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

** Those employees who have attained the top step of their grade and have been employed by the Town for at least 20 years will move to the Senior Step after having been on the top step of their grade for at least one year.

APPENDIX B

PAYROLL DEDUCTION CHECK OFF AUTHORIZATION (Union Dues)

I authorize the Town of Hudson to deduct regular dues in the amounts specified by the Union from my regular paycheck and to remit that money to the Business Manager of Council 93.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' written notice to the Town Finance Director, and by filing a copy of such withdrawal of authority for such payroll deductions with the Business Manager of the Union.

Signature

Name [Print]: _____

Address:

ARTICLE 34 **Stability of Agreement**

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Section 2. The failure of the Town or the Union to insist on any one or more incidents upon the performance of any of the terms or conditions of the Agreement, will not be considered a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

ARTICLE 35 **Bi-Weekly Payroll**

The Town may convert the existing weekly payroll system to a bi-weekly payroll system provided, however, that the Town gives a 90-day notice to the Union and employees of such a change.³

ARTICLE 36 **Duration**

This contract shall take effect on July 1, 2022 and expire on June 30, 2025.

**THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2023
FOR THE TOWN OF HUDSON AND FOR AFSCME, AFL-CIO, COUNCIL #93,
LOCAL #3625**

**FOR THE TOWN OF HUDSON
SELECT BOARD**

Scott R. Duplisea, Chair

Michael D. Burks, Sr., Vice Chair

James D. Quinn, Clerk

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

Tyrone C. Housey, AFSCME Representative

Jody Blanchard, Union Steward

³ This Article is contingent upon the acceptance of a bi-weekly payroll system by all other Town bargaining units.

ARTICLE 34
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Duration

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THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 2023
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LOCAL #3625

FOR THE TOWN OF HUDSON
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Scott R. Duplisea, Chair

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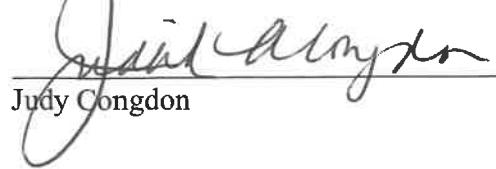
FOR AFSCME, AFL-CIO,
COUNCIL #93, LOCAL #3625

Tyrone C. Housey 10/13/23
Tyrone C. Housey, AFSCME Representative

Jody Blanchard
Jody Blanchard, Union Steward

³ This Article is contingent upon the acceptance of a bi-weekly payroll system by all other Town bargaining units.

Shawn S. Sadowski


Shawn S. Sadowski

Judy Congdon

Date: _____

Date: 9/7/2023