

WARRANT ARTICLE O

Ratification of a Contract negotiated between the Town of Hudson Board of Selectmen and the Hudson Police Employees Association for Wage & Benefit Increases.

Shall the Town of Hudson vote to approve the cost items included in the collective bargaining agreement reached between the Town of Hudson Board of Selectmen and the Hudson Police Employees Association which calls for the following increase in salaries and benefits:

Year	Amount
7/1/17 – 6/30/18	\$113,937
7/1/18 – 6/30/19	\$122,281

and to raise and appropriate the sum of \$113,937 for the 2017-2018 Fiscal Year, said sum representing the additional costs attributable to the increase in salaries and benefits over those paid in the prior Fiscal Year? (This appropriation is in addition to Article A, the Operating Budget.) (Recommended by the Board of Selectmen 4-0.)

**Town of Hudson
Hudson Police Employees Association
FY 2018-2019**

	<u>FY 2018</u>	<u>FY 2019</u>	<u>Total</u>
COLA @ 2.0%	\$62,665	\$64,985	\$127,649
Steps	\$25,917	\$29,973	\$55,889
FICA/Medicare	\$2,330	\$2,423	\$4,753
Pension	<u>\$23,026</u>	<u>\$24,901</u>	<u>\$47,926</u>
Total	<u><u>\$113,937</u></u>	<u><u>\$122,281</u></u>	<u><u>\$236,218</u></u>
Tax Rate Impact	\$0.04	\$0.05	\$0.09

AGREEMENT BETWEEN
THE TOWN OF HUDSON, NEW HAMPSHIRE
AND
HUDSON POLICE EMPLOYEE ASSOCIATION

~~July 1, 2010 — June 30, 2017~~

July 1, 2017 – June 30, 2019

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I. Agreement

This Agreement between the Town of Hudson, New Hampshire (hereinafter called the "Town") and the Hudson Police Employee Association (hereinafter called the "Association") is made and entered into on this _____ day _____, 2016~~2014~~.

II. Purpose

The general purpose of this Agreement is to set forth agreements reached between the Town and the **Association** with respect to wages, hours, and other terms described in the Recognition Clause as follows:

III. Recognition

1. The Town recognizes the Association as the exclusive bargaining agent for:

All full-time permanent and part-time (~~victim witness advocate~~) (legal clerk) members of the Town's Police Department to include the ranks and classification of:

Patrol Officer
Detective
School Resource Officer
Master Patrolman
Sergeants (including Court Liaison Officer)
Detective Sergeants (Division Commander)
Telecommunications Technician
Telecommunications Technician/Clerk
Records Clerk
Assistant Animal Control Officer
Receptionist/Telecommunications Technician
Victim Witness Advocate*
Legal Clerk*

*work schedule is up to a maximum of **30** hours per week

2. The term "employee" as used herein, unless otherwise stated, refers to members of this unit as listed above. The term "full-time employee" refers to members of this unit who work more than 35 hours per week.
3. It is understood that nothing contained in this Article shall be construed to prevent the Town or appropriate representatives thereof from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations, and covered by a term of this agreement, any changes shall be made through negotiations and agreement with the **Association**.

IV. Exclusions

1. The agreement excludes the ranks of:

Chief
Captain
Lieutenants
Prosecutor
Secretary
Animal Control Officer – Supervisor

2. The inclusion or exclusion in the bargaining unit of new personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Association. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.
3. The exclusion of members from the unit for the purpose of assuming confidential status shall be preceded by discussion with the Association. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

V. Non-Discrimination

The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, religion, marital status, sexual orientation, national origin or membership non-membership in the Association.

VI. Management Rights

1. The parties agree that all rights and responsibilities of the Town which have not been specifically provided for in this agreement are retained in the sole discretion of the Town whose right to determine and structure the goals, purposes, function, and policies of the Town without prior negotiations with the Association and without being subject to the grievance and arbitration procedures of this agreement shall include but not be limited to the following: [a] the right to direct employees, to determine the qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration;] b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; [c] the right to take such action as in its judgement it deems necessary to maintain the efficiency of the Police Department operations;] d) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the Police Department operations are conducted; e) the right to take such actions as may be necessary to carry out the missions of the Police Department in case of emergencies; f) the right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance with the provisions of this agreement.
2. The exercise of the management rights and responsibilities of the Town set forth hereby, except discipline and discharge, shall not be subject to the grievance procedures set forth in this agreement, except that where a management right is specifically required to be exercised in accordance with a specified procedure as provided in this agreement, grievances alleging a failure to comply with such procedure will be subject to Grievance Article XXIV of this agreement.

3. Nothing in this agreement shall be construed to limit the right of the Chief of Police or other administrative personnel to command the Police Department as their judgement directs them in any and all emergency situations as they deem to be appropriate.

VII. Association Business

1. The Association shall have a maximum of five (5) representatives in the bargaining unit who will be designated as officers of the Local, however, no more than two on-duty employees may represent the Association in any hearing, meeting, or negotiating session.
2. The-Association shall advise the Town of the names of the employees holding Association office (as noted above).
3. Association officers as described above shall be permitted to process grievances during their scheduled hours of duty provided they have prior permission from the Chief of Police or his designee and the amount of time in which officers are engaged in such activities is reasonable.
4. Every effort will be made to schedule negotiating sessions at a time which does not conflict with the scheduled duty of employees who are members of the Association collective bargaining team. In the event that employees, not to exceed two in number, who are members of the-Association's negotiating team, are scheduled for duty at a time during which a collective bargaining meeting will be held, said employees will be permitted to participate in negotiations without loss of pay.
5. The Town agrees that the Association may maintain a bulletin board within the squad room of the Police Department, for the purpose of posting Association meetings, notices, and information.

VIII. Strikes and Lockouts

1. Under no circumstances will the Association cause, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slow-down, withholding of services or any curtailment of work or restriction or interference with the operation of the Police Department of Hudson during the term of this agreement.
2. The Town agrees that it shall not participate in or be a party to any lock-out as provided under RSA 273-A:5 (f).

IX. Consultation

1. Representatives of the Association may meet with the Chief of Police or his designee once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this agreement. A written agenda shall be submitted by the Association to the Chief of Police and/or vice versa no less than five days before the scheduled date of the meeting. At the discretion of the Chief of Police or his designee, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chief of Police or his designee and the Association from meeting on a less frequent basis on mutual agreement.

2. Nothing contained herein shall prevent the Association from consulting with the Chief of Police or his designee at any time, if matters of mutual concern arise of an urgent or emergency nature. However, grievances must be submitted in accordance with the procedure contained in this agreement.

X. Probationary Period and Seniority

1. The probationary period shall be one year after the date of hire. However, the probationary period may be extended up to one (1) year from the date of graduation from the Police Academy at the sole discretion of the Chief. In the event that the probationary period is extended, the member will be entitled to all of the protections contained within the collective bargaining agreement except for Article XXIII. Nothing herein shall be construed as a waiver of a member's individual rights under law.
2. There shall be two types of seniority:
 - a) Department Seniority
 - b) Classification/Rank Seniority

Department Seniority shall relate to the time an employee has been continuously employed by the Department.

Classification/Rank Seniority shall relate to the time an employee has been continuously employed in a classification/rank.

3. Until an employee has served the initial probationary period it shall be deemed that he/she has no seniority status, and he/she may be discharged or laid off with or without cause, and such discharge or lay-off shall not be subject to the grievance procedure.
4. In cases of two or more employees being hired on the same day, seniority will be determined by day of the month of birth date. The employee with the lowest date shall have the greatest seniority. This section shall affect only unit members hired after December 21, 1981.
5. The Chief of Police shall establish a seniority list containing the names and seniority of all employees in the unit. The list will indicate: a) the date of employment; b) the seniority within the Department, and c) seniority by rank/classification. A current list must be posted at least once a year. Any objection to the seniority list as posted shall be reported in writing to the Chief of Police within ten (10) days, or the list will stand approved.
6. Any new employee hired as a police officer with the Hudson Police Department will begin a sixty (60) day training period. The said training period will commence on his/her date of hire. During said training period the employee will be required to attend training sessions as outlined by the Chief of Police or his designee and will not be eligible for the four day on and two day off work schedule. Should extension of the training period be required it will be preceded by discussion with the Association.

7. Officers promoted to higher ranks, such as from Patrolman to Sergeant, will be required to serve a six (6) month probationary period at the higher rank. Such probationary period to begin following satisfactory completion of the Command Training School. Time in the probationary period will count towards seniority.

Individuals serving in such probationary status shall receive all appropriate benefits and privileges of the collective bargaining agreement; however, they may not grieve their evaluations relative to the probationary status or their possible return to a lower rank if they fail to satisfactorily complete the probationary period.

XI. Layoff

1. In the event of a layoff, employees shall be laid off in the following order:
 - a. Temporary employees
 - b. Probationary employees
 - c. Part-time employees
 - d. Full-time~~Permanent~~ employees (subject to this Article)
2. Classification/Rank seniority shall prevail in matters concerning layoffs and rehiring; however, Detectives shall not earn seniority in that rank/classification. Detectives' time shall count as seniority in the Patrolman rank.
3. In the event of a layoff, the classification/rank affected, the employees with the least classification/ rank seniority shall be laid off first. Those employees affected, at the discretion of the Chief, may be assigned to the next lower classification/rank for which they are qualified. An employee with more departmental seniority may not be displaced by such an action.
4. When layoff becomes necessary, the Chief shall notify the affected employees in writing at least thirty (30) days prior to the effective date of such action stating the reason for such layoff.
5. Qualified and available permanent employees shall be reinstated before new employees are hired, providing they are available for re-employment within twenty-one (21) days of being contacted by the Town.

XII. Hours of Work and Overtime

1.
 - a) The normal* work schedule for Patrol Officers and Sergeants assigned to the patrol division shall be four (4) eight and a half hour days on duty, followed by two (2) days rest.
 - b) The normal* work schedule for Telecommunications Technicians, Receptionist/Telecommunications Technician, Telecommunications Technician/Clerk and Records Clerk, ACO Assistant shall be five (5) eight-hour days duty followed by two (2) days rest.

- c) Sworn members of the bargaining unit to include Detective Sergeant, Detectives, School Resource Officer and Court Liaison, shall be five (5) eight-hour days duty followed by two (2) days rest.

* Deviation from the normal work schedule may occur at times when shift rotations take place. If an employee does not receive at least two consecutive days off as a result of such change he/she will be offered:

- 1) Work the day at time and one-half pay.
- 2) Choose not to work, in which case the Department will find a replacement for the scheduled employee. Such day shall then be without pay.

If, during a regular work week, an employee's hours are changed at their own request, and, as a consequence they do not have two consecutive days off that week, they are not entitled to time and one half pay for the revised hours, provided they receive any two days off during that work week. The work week shall be defined as Sunday through Saturday.

2. The workday is defined as 12:01 A.M. until 12:00 Midnight. The work week is defined as 12:01 A.M. Sunday until 12:00 Midnight on the subsequent Saturday.
3. Work schedules and shifts (tour of duty) are changed a minimum of twice a year in January and July. Schedules will be posted at least 3 months in advance of change except in cases where changes in personnel make such posting impossible. The schedule may also be posted when extensive changes render the posted schedule obsolete.
4. a) Time and one-half pay shall be paid to all 5 and 2 employees only after said employees shall have worked either eight (8) hours in a day or forty (40) hours in a given week.
b) Time and one-half pay shall be paid to all 4 and 2 employees assigned to the patrol division only after said employees shall have worked either eight and one half (8.5) hours in a day, forty two and a half (42.5) hours or thirty-four (34) hours in a given week. All 4 and 2 employees will be required, upon two (2) weeks notice, to attend up to fourteen and one-half (14.5) hours annually at straight time mandatory for training and/or mandatory department meetings as determined by the Chief of Police to satisfy the annual 2080 hour work obligation if the employee has not satisfied the annual fourteen and one-half (14.5) hours through ALS hearings or court time.
5. Employees will be given a one week notice when their tour of duty is to be changed, except in emergency situations as determined by the Chief of Police or his designee.
6. Earned Time shall not be counted in determining hours for the purpose of overtime pay.
7. Compensatory time is prohibited. All time worked must be reported in the pay period within which it is worked. It will be paid for in a timely fashion following such reporting.

8. All extra duty hours must be reported and paid for by the Town. An appropriate administrative charge will be charged to the recipient of the service to cover handling of such. Extra duty hours shall not be used in the computation of overtime or for purposes of overtime eligibility.
9. Each officer is entitled to a lunch break of one-half hour. This should be taken approximately half way through his or her shift. This break should not occur during busy traffic hours of 7:00 or 8:00 A.M., 12:00 Noon to 1:00 P.M., or 4:00 P.M. to 6:00 P.M. Each officer is entitled to two (2) fifteen (15) minute coffee breaks. In such cases when only two (2) men are on patrol, such breaks should be avoided at peak traffic hours and the employee should not unless authorized, leave the Town. At times when there are at least three (3) men on patrol, breaks can be taken subject to authorization by the superior and reporting to the dispatcher, as long as all areas are covered. At all time, the employee on break shall answer and respond to any and all calls if needed. Breaks should not be taken if any other vehicle is already off patrol.
10. Call-back Pay. Any person who has left their place of employment and is recalled to work prior to the next normal shift will be paid for a minimum of three (3) hours at the rate of time and one-half; provided, further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hours minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee if within the 3 hour original call. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts, but not to be separately paid for several call-backs within the three (3) hour minimum guarantee period.
11. Overtime will be assigned in such a way so as to assure that all unit members interested in overtime work shall during the contract year be given an opportunity to work approximately the same amount of overtime. The Town shall determine the method which best accomplishes the objective of this section.
12. Each employee in the bargaining unit will be allowed to exchange work time, so called "swap a shift" with pay, for a day in which he/she is able to secure another employee to work on his/her assigned hours of work. This leave may be granted provided:
 - a) Such swaps or exchanges are made only after written approval by the Chief or his designee. In the Communication Section 48 hours advance notice is required prior to the date of the swap.
 - b) Such swap shall be completed, i.e. pay back of swapped time occur, within thirty (30) days.
 - c) Such swaps shall not impose an additional cost on the Town with regard to payment of additional salaries and wages or in any other form of compensation.
13. A limit of the number of swaps may be established by the Chief or his designee in cases of abuse or excess use of this privilege.

14. Court Time

- a) If an employee is required to appear in Court at time other than regularly scheduled hours of work he/she shall receive a minimum of three (3) hours of pay at time and one-half. In exchange for such compensation the employee will "sign over" the court reimbursement check to the Town. All time in excess of 3 hours actually spent in Court will be paid at the time and one-half rate. If an employee is not notified of a court appearance cancellation by 1700 hours by telephone to the employee's home on the last business day prior to the scheduled court appearance, such employee shall receive the aforementioned minimum.
- b) If an employee is scheduled to work the 11:00 P.M. to 7:00 A.M. shift and then at 9:00 A.M., two (2) hours after the employee completes his/her shift, is required to report to court and be there beyond Noon he/she shall not be required to report to duty that night.

15. Training - Any member of the department who is required on his normal day off to attend a training program shall be paid time and one-half for a minimum of three (3) hours pay. Employees on vacation, sick leave, bereavement leave, or personal leave, shall not be required to attend any training program.

16. When the Receptionist/Telecommunications Technician works on a temporary assignment for a full day or more in a higher paid position or is required to fill in for a Telecommunications Technician on an overtime basis, he/she will receive either a five (5) percent increase in compensation or the minimum rate of pay for the classification whichever is greater.

XIII. Salaries

1. Effective July 1, 2017, employees' rates shall be adjusted by two percent (2.00%) as provided in Appendix A-1. -Effective July 1, 2018, employees' rates shall be adjusted by two percent (2.00%), as provided in Appendix A-2 .
~~Effective July 1, 2014 2017 employee's rates shall be adjusted by two and three quarter percent (2.0075%). Effective July 1, 2015 employee's rates shall be adjusted by two and three quarter percent (2.0075%). Effective July 1, 2016, employee's rates shall be adjusted by two and three quarter percent (2.75%) as provided in Appendices A, A-1 and A-2 respectively.~~
2. Step increases will be granted annually to those eligible on their anniversary date.
3. All increases in compensation shall be dependent upon satisfactory performance. Such performance shall be evaluated annually in writing and communicated by means of an evaluation conference to the officer/employee.
4. At the discretion of the Chief of Police, any employee may be recommended for an exceptional merit award. Such awards will normally be reflections of extended superior performance. The amount of such awards shall be paid as a "bonus" within each fiscal year and will not become a part of permanent base salary. During each fiscal year of this

agreement a total of \$500.00 (Five Hundred Dollars) shall be awarded for such exceptional merit awards. The names and amount of merit awards shall be posted by the Chief of Police.

5. Any sworn officer only serving in the capacity of Field Training Officer shall receive five percent (5%) above his/her hourly rate between the date training started to the end of such training for all hours worked.
6. Telecommunications Technicians only serving in the capacity of Trainer shall receive five percent (5%) above his/her hourly rate between the date training started to the end of such training for all hours worked. A Telecommunications Technician assigned the extra duties as TAC shall receive a 1.5% increase in salary while serving in that capacity.
7. All employees will receive a one time award of five (5) non-lapsing personal days upon completion of twenty (20) years of service to the Town of Hudson. These days may not be sold back to the Town and will not be paid out when leaving employment.
8. Each year, employees who successfully complete the physical agility test will receive one paid day off. Employees may opt to take the test but will not be compensated with overtime if they choose to take it on their time or day off. The paid day off must be at no expense to the Department and will be authorized only with prior approval of the Chief or his/her designee and shall be based on minimum staffing. In the event that an employee cannot perform the test due to a disability, an employee may request a reasonable accommodation.

XIV. Earned Time

1. Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the years of service to the Town.

2. Coverage: Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The accrual rates are as follows:

<u>Years Service</u>	<u>Day Accrued Per Hour</u>	<u>Days Accrued (Approx) Per Month</u>	<u>Annual Days</u>
0 thru 6	.0096	1.67	20
7 thru 15	.012	2.08	25
After 15	.0144	2.5	30

3. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Seniority (Article X, Sec. 3.a.). Employees accumulate Earned time based on regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the Town.

4. Termination and Restoration of Service Credit: An employee whose break in service from the town is less than one (1) year will have his/her service bridged for purposes of computing Earned Time accrual. For breaks of more than one (1) year an individual will earn one (1) year credit for each year of employment after return, until the total past credit is accrued. After five (5) years of employment following return to work, credit for all previous service will be given.

5. Usage

- a. Earned days may be used any time after being earned, including during an employee's probationary period. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence.
- b. Earned days may be used in units of one or more hours. Employees on an eight and one half (8 ½) hour schedule shall be charged eight (8) hours for a full day off.
- c. Earned Time benefits accrue only during the initial three weeks (15 working days) of sick leave pool usage. Each separate use of the sick leave pool, however, provides for the continuing earning ability.

6. Sick Leave Pool

The Sick Leave Pool is intended to provide security by allowing employees to "buy" insurance for extended illness, or other disability. When "buying" Pool days, employees convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the employee may pick a given number of days to exchange for coverage in case of extended disability.

- a. Pool days are available for use only under the conditions listed below, and are not eligible for payout at retirement or termination.
 - 1) Use of Pool days may begin on the sixth (6th) calendar day absence due to illness, injury, or other disability.
 - 2) A physicians' report must accompany the request to use Pool days.
 - 3) It is not necessary to use up all earned Days before using Pool Days.
 - 4) The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
 - 5) Periodic doctor's reports may be required.
 - 6) The maximum Pool day accrual is 150 days (i.e., the maximum conversion of Earned days is 50, which would convert to 150 Pool days). If Pool days are used, or if an employee wishes to add to his/her Pool days, more Earned days may be added each July (to a total of 150). Earned Time days may not be converted to Pool days at any other time.

7. Use in conjunction with disability insurance requirements

- a. An employee may utilize his/her Earned Time or when appropriate the Sick Leave Pool to cover the period between an injury or disease and the on-set or availability of disability payments.
- b. At any time after a disability, the employee may request that Earned Time or when appropriate the Sick Leave Pool be used to supplement the disability payments. In no case shall the combination of Earned Time or Sick Leave Pool benefits and the compensation received from the Disability Insurance company equal more than one hundred percent (100%) of the employee's regular rate of pay.
- c. Upon receipt of the delayed disability payments, if that were to occur, the employee may elect to submit payment to the Town by virtue of "signing over" a portion of his/her disability check to the Town for the purpose of restoring a portion of either the Earned Time or Sick Leave Pool days used to cover the absence due to disability. Such restoration of days need not be made if the employee does not desire to restore such Earned Time or Earned Time Pool benefits.

8. Maximum Carryover

Employees shall be permitted to carryover to future years accrued earn time up to maximum of seventy-five (75) days. Any accruals which cannot be carried over will be paid out to the employee in the next pay period following their anniversary date of employment.

All accruals will be paid to the employee at the time of termination, retirement or layoff, unless such termination is for cause. However, since a two (2) weeks notice is considered to be appropriate in cases where such notice is not given a pro-rata payment for Earned Time Accrual, based on the notice given will be made.

In the event that any employee has more accrued time on their anniversary date of employment during the first year of the agreement than provided above, the employee shall be paid one hundred percent (100%) of the excess accrual in the next pay period following their anniversary date of employment.

All accrual payments shall be at the base rate in effect at the time of payout.

9. Annual Buyout

Employees may request, during the first week in June, or the first week in December, payment for accumulated Earned Time. Request will be granted only in units of forty (40) hours, i.e., buy back of forty (40) hours, eighty (80) hours, one hundred twenty (120) hours, etc.

Earned Time, when paid in this manner, will be at one hundred percent (100%) of its value based upon the employee's current rate of pay on June 1st or December 1st. Payment will be made in the last paycheck of the calendar or fiscal year, respectively.

XV. Holidays

1. The following shall be paid holidays for unit employees:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Civil Right's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas

Where a conflict exists between the State or National holiday, the Board of Selectmen still determines the day to be celebrated.

2. If a holiday falls on a regularly scheduled day off, the employee shall receive straight time for eight (8) hours in addition to his/her regular weekly pay.
3. Any employee who, in the course of his/her regularly scheduled workweek, is required to work any of these holidays, may receive, in lieu of holiday pay, an alternate day off (with pay), at his/her choosing, subject to the prior approval of the Chief of Police or his designee. Such alternate days must be taken within 60 30 days of the holiday worked. No more than two "alternate days off" may be taken consecutively unless prior approval is granted by the Chief of Police.
4. If an employee is required to work on a holiday which is his/her scheduled day off, compensation shall be at the rate of time and one-half, his/her regular rate in addition to holiday pay. The provisions of Sec. 3 above relative to selection of alternative days off are also available in this case.

If additional holidays are provided to other Town employees during the duration of this Agreement said holidays shall also be provided to unit members.

XVI. Promotions and Transfers

1. The Town endorses the concept of upward mobility and as such will give consideration to qualified employee when vacancies occur.
2. All jobs, including those filled through promotion, shall be posted on the Department bulletin boards for a period of five (5) days prior to the filling of the vacancy.
3. Job posting shall include the information or rank, rate of pay, and a statement if the position is permanent or temporary.
4. The Town will utilize a testing method such as moral judgement testing, psychological testing, role playing, in-basket testing to determine in part the promotability of existing unit

members which is both valid and reliable as compared to those utilized by like Police Departments regionally. In addition, such things as performance evaluations and experience within the field of law enforcement will be considered.

5. Promotions and/or transfers shall not be made due to political reasons.

XVII. Supplemental Compensation (Benefits)

1. During the term of this agreement, the Town agrees to make available Short and Long Term Disability Insurance under the same conditions and at the present level.
2. The Town shall select a carrier to provide life insurance for its employees. The Town shall pay the entire cost of the premium for such coverage. Coverage shall be in the amount of one (1) years salary rounded to the next higher one thousand dollars (\$1,000).
3. All unit members will be provided the Dental Insurance benefit as made available to the Town employees.

4. a) Bereavement leave of three (3) working days with pay shall be granted all permanent bargaining unit employees in the event of the death of his/her:

Spouse	Child	Step Child	<u>Grandchild</u>
Father	Father-in-law	Step Father	
Mother	Mother-in-law	Step Mother	
Sister	Son-in-law	Step Sister	
Brother	Daughter-in-law	Step Brother	

A blood relative or ward residing in the same household.

- b) Special leave of one (1) working day with pay for the purpose of attending the funeral shall be granted an employee in the event of the death of his/her:

Aunt	Uncle	<u>Niece</u>
Grandmother	Grandfather	<u>Nephew</u>
<u>Grandchild</u>	Brother-in-law	
Sister-in-law	Cousin	

5. Professional liability insurance will be provided to each member of the unit to protect against claims of personal injury, bodily injury, property damage, and punitive charges (as permitted by law). The level of such coverage will be that provided by the New Hampshire Municipal Association "pool".
6. Maternity Benefits: The inability to work due to pregnancy, as diagnosed by a physician, shall be considered a non-job related disability for a female employee so affected and she shall be entitled to the same benefits as any employee unable to work due to a non-job related illness or disability. In addition, a minimum of forty-five (45) days, maternity leave, upon request, will be allowed a female employee without loss of time or position, starting at delivery day. No money will be paid to an employee by the Town during this forty-five (45) day period

unless the employee utilizes her Earned Time benefit or in the case of percent employees their sick leave to vacation benefits. The employee shall return to work the first Monday following the forty-five (45) day period, unless the employee applies for an extension as provided for under Article XIX of this Agreement.

7. Health Insurance:

a. a.—Effective January 1, 2017, the Town pays eighty percent (80%) of the premium cost for full-time employees enrolled in BC2T20 (Point of Service plan), AB5 (HMO plan) and Lumenos 2500 (high deductible plan) or other plans that provide comparable coverage as recommended by the joint Labor/ Management committee, established herein. Any change in coverage options will require mutual agreement between the parties. Full-time employees who as of July 1, 2014^[MSG1] are single will continue to receive one hundred percent (100%) Town paid single coverage until a qualifying event.

In the event a full-time employee chooses the Lumenos 2500 plan, the Town shall contribute to a Health Savings Account (HSA) each January, even during a status quo period, \$2,000 for a single plan, \$4,000 for a two person plan and \$5,000 for a family plan.

The Town will make the appropriate arrangements to assure the article is fully funded as a cost item.

~~The Town pays eighty (80%) of the premium cost for **full-time** employees enrolled in BC/BS 100, BC/BS 300, Matthew Thornton (an HMO) through HealthTrust, or other plans that provide comparable coverage as recommended by the joint Labor/Management committee, established herein. Any change in coverage options will require mutual agreement between the parties. **Full-time** employees who as of July 1, 2014 are single will continue to receive 100% Town paid single coverage until a qualifying event.~~

- b. Full-time employees who are otherwise eligible to participate in the Town's health insurance and dental insurance programs, but who opt not to participate, are eligible to receive payments in lieu of this coverage. In order to be eligible for payments in lieu of coverage, a full-time employee must provide the Town with proof of coverage under another health insurance plan. Full-time employees do not need to provide proof of coverage under another dental insurance plan.
- c. Full-time employees who opt out of health insurance coverage will receive payments in lieu of coverage based on the level of coverage they are eligible to receive.
- d. For full-time employees hired prior to July 1, 2014, the following shall apply:

An employee who is eligible for single coverage shall receive pay in lieu of coverage, shall receive pay in lieu of coverage, payable in weekly installments of \$129.20. An employee who is eligible for 2 person coverage shall receive pay in lieu of coverage, payable in weekly installments of \$193.80. An employee who is eligible for family coverage shall receive pay in lieu of coverage, payable in weekly installments of \$239.02.

- e. For full-time employees hired on July 1, 2014 or thereafter the following shall apply:

An employee who is eligible for single coverage shall receive pay in lieu of coverage,

payable in weekly installments of fifty dollars (\$50.00). An employee who is eligible for 2 person or family coverage shall receive pay in lieu of coverage, payable in weekly installments of one hundred dollars (\$100.00).

- f. Full-time employees who choose to participate in the health insurance coverage but who opt out of the dental insurance coverage shall receive pay in lieu of coverage according to the level of coverage for which they qualify according to the following schedule:
 - i. Employees hired prior to July 1, 2014, shall receive pay in lieu of dental coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
 - Single - \$5.12 per week
 - 2 person - \$9.92 per week
 - Family - \$18.04 per week
 - ii. Employees hired on July 1, 2014 or thereafter shall receive pay in lieu of dental coverage, payable in weekly installments, according to the level of coverage for which they qualify according to the following schedule:
 - Single - up to \$5.12
 - Person and Family - \$9.92
- g. Full-time employees who are on an unpaid personal leave of absence will not receive any further pay in lieu of health or dental coverage unless and until they return to paid status. Full-time employees who are terminated, who resign or who retire prior to being paid the full amount of pay in lieu of coverage pay shall not receive the balance of the payment. Full-time employees who change their health insurance coverage mid-year shall have their opt out payment pro-rated or discontinued in accordance with their new coverage selection.
- h. Employees hired before July 1, 2014 shall be grandfathered at the flex rates under Article XVII Section d until such time as they completely opt out of any flex payments offered under this contract. If the employee requests to opt in to flex payments after a period of not receiving any flex benefits the employee will receive flex benefits in accordance with Article XVII Section e.
- i. The maximum annual flex payments referred to in this section are available to any full time active employee who remains employed by the Town and eligible for Health and Dental coverage by virtue of their employment status with the Town, for the entire plan year. Employees who lose eligibility for these benefits as a result of a change in their employment status with the Town will no longer receive these payments.
- j. The parties recognize that increasing health insurance premium cost is adversely affecting both the Town and the Employees. In the event the Town or Association determines there is a need to consider other providers, cost reducing alternatives and/or coverage options, the Town and the Association will convene a joint Association/ Union/Management committee to explore and assess any such options. The Joint Labor/Management committee shall consist of two members from each bargaining unit, two members of the exempt staff as well as the Town Administrator and Finance Director. The Joint

Labor/Management committee shall not bind the bargaining unit and shall not obligate the parties to reopen the collective bargaining agreement mid-term.

8. Military Leave:

- a) Any permanent employee enlisted or inducted into the Armed Forces of the United States or who as a member of the Reserve or National Guard Unit is called to active Duty in the Armed Forces and who satisfactorily completes such service and makes application for reemployment within 90 days of release from active duty or within 30 days, in the instance of training, shall be returned to Town employment in a position of like pay, seniority or status to the position the employee left. The employee shall be entitled to the same or similar pay, status and seniority the employee would have had if the employee continued employment.
- b) Any employee who is a member of a military reserve or ~~a national~~ National Guard unit shall be entitled to leave without loss of time, pay or regular leave or any other benefits for all periods of military services in the service of ~~the State of New Hampshire at the call of the Governor~~ any State of the Union as a member of their National Guard at the call of the Governor without regard to length of time, and for military service in the United States for a period not to exceed a total of ~~36~~ 45 calendar days on any fiscal year. Employees shall be entitled to full compensation, less any military compensation received in the instance of reserve duty, for what would otherwise be normally assigned work days, excluding overtime, during the ~~36~~ 45 calendar days of military assignment.
- c) Any employee who is a member of a military reserve or National Guard unit who receives training in excess of ~~36~~ 45 calendar days, and not at the call of the Governor and in the service of ~~the any~~ any State as set out above shall be entitled to leave without pay for the duration of the training. If, however, the employee must go on active duty in the United States Armed Forces to receive such training, the employee shall not be entitled to leave without pay, but rather reemployment as set out above. An employee entitled to leave without pay shall not accrue Earned time while receiving military leave without pay, but shall not lose any previously accrued Earned time and shall return to the same or another position similar to pay, seniority and status. While on military leave without pay, the employee shall not be covered by the Town's medical benefits and may only continue family medical coverage benefits by paying the appropriate premiums.
- d) All employees must present orders to their supervisors in order to obtain this leave, which indicates date of departure and length of service anticipated. Employees returning from reserve duty shall also submit proof of compensation received from such duty.
- e) Any enhancement(s) to the above provisions for the military service shall be at the sole discretion of the Board of Selectmen and shall be extended to members of this bargaining unit as applicable.

9. Jury Duty:

Any regular full - time employee or part-time employee who is required to serve on a jury, or as a result of official Town of Hudson duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary period shall be extended by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify their supervisor immediately in order that arrangements may be made to cover the position. The Town reserves the right to request that an employee who is called for jury duty be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned. Employees are to return to work after jury duty although no more than the regular scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact their supervisor to report to work as instructed.

The employee is responsible to turn over jury or witness fees to the Finance Department, excluding mileage fees.

Time away will not affect Earned time accruals.

Employees who appear in court as the Plaintiff or Defendant in any action not related to their official duties shall not be paid for the time away from work unless the time is taken as Earned time. Court payments for travel expenses are to be retained by the employee.

The employee may keep any court payment for services performed on the days of their regularly scheduled weekend or performed while on Earned time leave.

XVIII. Educational Incentive

1. The purpose of this article is to encourage employees in the unit to obtain relevant education beyond high school which will significantly assist them in the performance of their duties.
2. Each employee who has earned credits in accordance with the requirements of this section shall receive during the term of this Agreement an additional stipend on the basis of the schedule below. These stipends shall not be included in base pay for overtime purposes.

<u>Educational Credit in Course Related to Duty</u>	<u>Annual Stipend</u>
30 hours of credit (sem.)	\$200.00
Associate's Degree	\$350.00
Associate's Degree and 30 hours credit (sem.)	\$500.00
Bachelor's Degree	\$650.00
Master's Degree or Law Degree	\$800.00

3. Semester hours as used in Section 2 above mean an hour of credit earned towards a baccalaureate or an associate degree at an accredited institution within a course of study as

approved by the Chief of Police. The Chief's decision in this matter shall be final and is not subject to the grievance procedure articulated in this Agreement. ~~recognized by the Town such as:~~

~~Sworn Officers: Criminal Justice, Physics, Forensics, Business Administration, Business Management, Psychology, Sociology, Computer Science, Chemistry.~~

~~Non-Sworn: Criminal Justice, Computer Science, Accounting, Business Administration, Business Management.~~

~~Any employee receiving an Annual Stipend for a degree not provided for above will be grandfathered and shall continue to receive that stipend.~~

4. It shall be the responsibility of the employee requesting consideration for an Educational Incentive stipend to present proof of earned credit to the Chief of Police before August 1 of the first year he/she is eligible to receive the stipend. Each year after, the employee shall receive a stipend based on the schedule above and shall not have to reapply, unless additional credit hours have been earned.
5. No credit will be given for courses or degrees obtained after August 1st of each year until the following contract year.
6. Honorably discharged military personnel who have served at least three years of active duty and are employed before July 1, 2014 will be considered to have the equivalent of an Associate Degree and will be eligible for the corresponding educational stipend.

XIX. Leave of Absence

1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition. All definitions within this section shall correspond to those in the Act and its regulations.
2. To the extent possible the portion of extended leave of absence (FMLA) taken due to disability resulting from pregnancy, miscarriage or child birth shall be charged to available Earned Time. Such Earned Time shall be used from the on-set of the extended leave of absence (FMLA).
3. During the twelve (12) week period of leave, the employee's insurance benefits will be maintained in a manner identical to that in effect for "active" employees and the employee's service credit and position will not be affected by such leave.

4. After twelve (12) weeks has elapsed, the employee's employment status will be continued by: 1) return to duty, 2) medical evidence clearly stating the employee's inability to return to assigned duties and the use of benefits provided for in this Agreement.
5. The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.
6. Permanent employees with one (1) year or more of continuous service may be granted unpaid leave of absences for such reasons as personal illness, disability, pregnancy, or other compelling and urgent reasons. Such leave to commence at the expiration of that entitled by virtue of the FMLA, detailed in sections 1 through 5 of this article. Such leave must be recommended, in writing, by the Chief of Police and approved by the Board of Selectmen. A person who is granted unpaid leave of absence shall not forfeit those benefits appropriate to seniority upon reinstatement.
7. Any employee who accepts employment or who conducts a business during a leave of absence shall be immediately terminated unless said activities had been previously approved by the Chief of Police and the Board of Selectmen.

XX. Uniform Allowance and Cleaning

1. All uniforms as required by the Town (See Appendix C), with the exception of footgear, will be provided by the Town. Uniform requirements may be changed by the Town.
2. The Town agrees to repair or replace uniforms that are damaged or destroyed in the line of duty, under procedures and standards set forth in Appendix C, Section 3.
3. The Town agrees to provide to uniformed officers a cleaning allowance of two hundred dollars (\$200) and to Detectives and Court Liaisons an allowance of three hundred dollars (\$300) per contract year for the cleaning of required uniform and clothing. An arrangement will be provided whereby a local cleaner will be contracted to provide this service. Uniformed officers will be required to drop off items for cleaning to this "contract cleaner" and pick them up when needed.

XXI. Shift Assignments

1. Shift Assignments are made semi-annually based upon seniority, however, changes in assignments may be made for the following reasons:
 - a) Personal conflict of interest, i.e., working with relatives, working with spouse/ girlfriend
 - b) Temporary coverage for vacations
 - c) Temporary coverage for attendance at training schools
 - d) Temporary coverage in the event that coverage is required on a shift due to prolonged absence of a shift member; i.e. injury, suspension, prolonged illness
 - e) Demonstrable and reasonable needs as permitted in section 2 of this article.

2. Probationary employees may be assigned to any shift and the Chief may modify shifts based on demonstrable, reasonable needs of the Department. Such changes are subject to the grievance procedure.
3. Shift assignments shall not be used as a means of disciplining employees.

XXII. Dues Withholding

1. Upon the presentation of a signed authorization card by the employee, covered by this agreement to the Town, the Town agrees to deduct the official dues or agency fee of the Association from the weekly wages of such employees covered by this agreement and pay the total amount of dues collected to the Treasurer of the Hudson Police Employee Association once a month along with a statement indicating who has paid dues or agency fee.
2. If the employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deductions will be made for them.
3. Any employee who chooses not to join the Association must, as a condition of employment with the Town, pay an agency fee to be determined by the Association in accordance with state and federal law. Such fee is to be paid in the same manner as Association dues as provided in Section 1 above. Such a representation fee shall commence thirty (30) days from the date of eligibility to join the Association or the effective date of this agreement, whichever is later.
4. The Association shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the representation fee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the representative fee. In such litigation, the Town shall have no obligation to defend the termination.

XXIII. Discipline and Termination for Cause

1. An employee may be disciplined or terminated/dismissed if there is found to be proper cause for such action. Proper cause shall include but not be limited to the following: a) medically diagnosed incapacity to perform assigned duties; b) incompetence; c) behavior incompatible with effective conduct of duty; d) behavior detrimental to the Town, or, e) failure to carry out assigned duties.
2. Written reprimands, notices of suspension or discharge which are to become part of an employee's personnel file shall be read and signed by the employee to acknowledge awareness of the action.
3. Employees suspended without pay pending the outcome of an internal investigation who are later found not guilty of the alleged violation shall be made whole for any lost base pay and benefits. If the employee is found guilty of the violation and the period of suspension without pay associated with the investigation exceeds the disciplinary action he/she shall be reimbursed for the difference between the amount of the disciplinary action and the amount of

lost compensation and benefits suffered due to the suspension associated with the internal investigation.

4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Chief of Police or his designee.
5. An employee upon his/her request, may have a Association representative at any grievance hearing or meeting scheduled for the purpose of confronting the employee with possible disciplinary action.

XXIV. Grievance Procedure

1. Definition

A grievance under this article is defined as an alleged violation of any of the provisions of this agreement except Article VI (Management Rights).

NOTE: An employee who has a "complaint" shall take up the complaint with his/her immediate supervisor verbally before he/she processes the complaint as a formal grievance no later than ten (10) business days after the employee knew the facts on which the grievance is based, and in no case more than one (1) month from the occurrence. The immediate supervisor shall give his/her answer within five (5) business days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance must be submitted in writing by the Association and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

2. Procedure

STEP ONE

If the employee is not satisfied with the decision of the immediate supervisor, he/she may file a written grievance to the Chief of Police no later than ten (10) business days from the date of the immediate supervisor's decision. The Police Chief shall meet with the employee within ten (10) business days following receipt of the notice and shall convey the written decision within five (5) business days thereafter.

STEP TWO

If the employee is not satisfied with the decision of the Police Chief, he/she may file, within fourteen (14) business days following the decision, a written appeal with the Board of Selectmen or their designee, setting forth specific reasons why he/she believes the agreement is being violated by the Town action in question. Within fifteen (15) business days following receipt of the appeal, the Board of Selectmen or their designee shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) business

days following receipt of the appeal and written decision shall be rendered within five (5) business days thereafter.

STEP THREE

If the employee is not satisfied with the decision of the Board of Selectmen or their designee, the Association may file, within twenty (20) business days following receipt of the decision of the Board of Selectmen or their designee, a request for arbitration to the Public Employee Labor Relations Board (PELRB) under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

NOTE: Business days shall be Monday through Friday, exclusive of holidays.

3. The cost of arbitration shall be borne equally by the Town and the Local.
4. The foregoing time limitations may be extended by mutual agreement of the parties.
5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed settled on the basis of the last decision made by the appropriate "hearing officer" on behalf of the Town.
6. Failure of the representatives of the Town to abide by the time limits as set forth in this article shall result in the grievance proceeding automatically to the next step of the grievance procedure.
7. The original grievance, including the provision(s) of the agreement allegedly violated and the relief requested in writing at Step One shall remain the issue and remedy throughout the grievance procedure.

XXV. Miscellaneous

1. A comprehensive performance evaluation program shall, at the discretion of the Chief of Police, be developed and administered for the purpose of appraisal of performance. Such evaluation shall in part be the basis for discipline, promotion, and the awarding of merit and exceptional merit increase. Employees evaluated will receive a copy of the performance evaluating form. (See Article XIII Section 2 and 3 for additional details relating to this subject.)
 - a) Notes from verbal conferences, employee warning reports and memoranda of critical incidents are considered resource materials relevant to performance evaluation and will be removed from the employee's personnel file as of the date of the employee's next subsequent performance evaluation.
 - b) Reports, notes, and memoranda as referred to in section a). may be removed at an earlier date than the next subsequent performance by agreement between the employee and the Chief of Police or by dint of circumstances.

2. Image Enhancement - All members of the unit are encouraged to volunteer at least once a year for the purpose of marching in a parade or representing the Department in a function designated by the Chief of Police or his designee as appropriate for the purpose of enhancing the public image of the Department. Such duty will be limited to a maximum of four (4) hours per year.
3. All vehicles used for patrol purposes will be equipped with air conditioning at the time of purchase of the vehicles.
4. Military leaves of absence will be granted by the Town in accordance with existing statutes. No additional compensation will be paid by the Town during such leaves.[MSG2]

XXVI. Outside Work Detail

1. Any bargaining unit employee who works an outside detail will be paid forty six dollars (\$46.00) per hour.
2. As mentioned in Article XII, Section 8, any administrative charges will be above and beyond the aforementioned rates, and said charges will be billed to the recipient of the police service.
3. All details are accepted on the basis of a 4 hour minimum. If an officer is relieved of duty prior to the 4 hour period, he/she will nevertheless receive the minimum.
4. A detail roster shall be maintained by the Chief of Police or his designee. All interested officers must sign their names on roster indicating their interest in working private details.
 - a) Permanent regular officers will be considered first on all private details.
 - b) All assignments shall be made in such a manner that all officers have an opportunity to work outside details with those officers with the least hours worked being considered first. This would include only those having indicated a willingness to work. Equal opportunities are a product of available duty versus regular schedules; thus equal sharing is a matter of chance.
 - c) No employee shall refuse one detail once assigned and accepted, and then accept another in the same day.
 - d) In the event an officer is unable to work a detail after accepting same, it shall be his responsibility to obtain a replacement. Cancellations that are due to EMERGENCY situations shall be the only exception.

XXVII. Worker's Compensation

1. Worker's Compensation, as distinguished from Earned Time, shall mean the absence from duty caused by an accident, injury or occupational disease incurred while the employee was engaged in the performance of his/her official duties.
 - a. The Town will pay to an employee absent as a result of an employee related disability

an amount which is provided by New Hampshire statute and administered by the Compensation Fund of New Hampshire.

2. An employee may utilize his/her Earned Time or when appropriate the Earned Time Pool to cover the period between the occurrence of a job related injury or disease and the on-set or availability of Worker's Compensation payments.
3. At any time after a job related disability, the employee may request that Earned Time or when appropriate the Earned Time Pool be used to supplement the payments as noted above. In no case shall the combination of Earned Time or Earned Time Pool benefits and the compensation received from the Worker's Compensation equal more than one hundred percent (100%) of the employees regular rate of pay.
4. Upon receipt of the Worker's Compensation payments from the Compensation Fund of New Hampshire the employee may elect to submit payment to the Town by virtue of "signing over" a portion of his/her Worker's Compensation check to the Town for the purpose of restoring a portion of either the Earned Time or Earned Time Pool Days used to cover the work related disability. Earned Time or Earned Time Pool Days must be restored at the value of pay provided from those "accounts". Such restoration of days need not be made if the employee does not desire to restore such Earned Time or Earned Time Pool benefits.

XXVIII. Residency

1. Employees must reside within a distance to allow for the reporting time of thirty (30) minutes or less. Employees in the bargaining unit who live beyond that limit will be affected only if they move later than July 1, 1997.

XXIX. Personnel Files

1. Employees shall have the right to examine their personnel file upon request. (See Article XXIII Sec. 1)
2. The employee shall be notified and permitted to obtain a copy of all documents, information, and statements placed in his/her personnel file.
3. The employee shall have the opportunity to sign all additions to his/her personnel file, signifying knowledge of such.
3. A challenge of any information contained in the personnel file by an employee may be reflected by the statement attached to related material in file.

XXX. Separability

In the event any provision of this agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

XXXI. Effect of Agreement

1. This instrument constitutes the entire agreement of the Town and the Association, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this agreement, each had unlimited right and opportunity to make demands 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 the opportunity are set forth in this agreement. Therefore, the Town and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

XXXII. Duration of Agreement

1. This agreement shall be in full force and effect from and after July 1, 2017~~0~~ and shall expire on June 30, 2019~~7~~. Any changes contained in this agreement which could result in an increase in cost to the Town shall not be retroactive.

For the Association

For the Town of Hudson

Board of Selectmen:

**Hudson Police Department
Wage Schedule
Effective July 1, 2016
(with 2.75% COL adjustment)**

	Start	Step 1 (Cert.)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Patrol Officer/Detective	\$22.76	\$23.89	\$25.05	\$26.18	\$27.32	\$28.46	\$29.59	\$30.74
Master Patrol Officer/ Master Detective							\$32.28	
Sergeant						\$34.15	\$35.71	
Telecommunications Technician/Records Clerk		\$18.20	\$19.15	\$20.07	\$21.00	\$21.93	\$22.88	\$23.8
Technician		\$14.08	\$14.61	\$15.18	\$15.72	\$16.27	\$16.83	\$17.3
Victim Witness Advocate		\$19.70	\$20.62	\$21.54				

Footnote: Annual compensation for the ranks/classifications of Patrol Officer, Master Patrol Officer, and Sergeants working a 4/2 schedule shall be based on 2080 hours per year, or 40 hours per week. Weekly paychecks are thus an annual average.

Footnote: Annual compensation for the ranks/classifications of Detective Sergeant, Detective, Master Detective, Court Liaison Office, Telecommunications Technician, Telecommunications Technician/Clerk, Records Clerk, Assistant Animal Control Officer, and Receptionist/Telecommunications Technician working a 5/2 schedule shall be based on 2080 hours per year, or 40 hours per week. Weekly paychecks reflect actual hours worked per week.

**Hudson Police Department
Wage Schedule
Effective July 1, 2017
(with 2.0% COL adjustment)**

	Start	Step 1 (Cert.)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Patrol Officer/Detective	\$23.21	\$24.36	\$25.55	\$26.70	\$27.86	\$29.03	\$30.18	\$31.33
Master Patrol Officer/ Master Detective							\$32.93	
Sergeant						\$34.83	\$36.43	
Telecommunications Technician/Records Clerk		\$18.57	\$19.53	\$20.47	\$21.42	\$22.37	\$23.34	\$24.30
Technician		\$14.36	\$14.90	\$15.48	\$16.03	\$16.60	\$17.16	\$17.72
Victim Witness Advocate		\$20.09	\$21.03	\$21.97				

Footnote: Annual compensation for the ranks/classifications of Patrol Officer, Master Patrol Officer, and Sergeants working a 4/2 schedule shall be based on 2080 hours per year, or 40 hours per week. Weekly paychecks are thus an annual average.

Footnote: Annual compensation for the ranks/classifications of Detective Sergeant, Detective, Master Detective, Court Liaison Office, Telecommunications Technician, Telecommunications Technician/Clerk, Records Clerk, Assistant Animal Control Officer, and Receptionist/Telecommunications Technician working a 5/2 schedule shall be based on 2080 hours per year, or 40 hours per week. Weekly paychecks reflect actual hours worked per week.

**Hudson Police Department
Wage Schedule
Effective July 1, 2018
(with 2.0% COL adjustment)**

	Start	Step 1 (Cert.)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Patrol Officer/Detective	\$23.68	\$24.85	\$26.06	\$27.23	\$28.42	\$29.61	\$30.79	\$31.99
Master Patrol Officer/ Master Detective							\$33.59	
Sergeant						\$35.53	\$37.15	
Telecommunications Technician/Records Clerk		\$18.94	\$19.92	\$20.88	\$21.85	\$22.82	\$23.80	\$24.80
Technician		\$14.65	\$15.20	\$15.79	\$16.35	\$16.93	\$17.50	\$18.00
Victim Witness Advocate		\$20.50	\$21.45	\$22.41				

Footnote: Annual compensation for the ranks/classifications of Patrol Officer, Master Patrol Officer, and Sergeants working a 4/2 schedule shall be based on 2080 hours per year, or 40 hours per week. Weekly paychecks are thus an annual average.

Footnote: Annual compensation for the ranks/classifications of Detective Sergeant, Detective, Master Detective, Court Liaison Office, Telecommunications Technician, Telecommunications Technician/Clerk, Records Clerk, Assistant Animal Control Officer, and Receptionist/Telecommunications Technician working a 5/2 schedule shall be based on 2080 hours per year, or 40 hours per week. Weekly paychecks reflect actual hours worked per week.

1. Upon initial employment, each unit member according to rank/classification shall be provided with the following:

a) Full Time Sworn Police Officers

- 3 Pairs of trousers
- 3 Long sleeve shirts
- 3 Short sleeve shirts
- 3 Badges
- 1 Police I.D.
- 1 Hat and hat badge
- Rank insignias
- 1 Tie and tie bar
- 2 Name tags
- 1 Rain Coat
- 1 Spring Coat
- 1 Gortex Winter Coat
- 1 9MM pistol and 46 rounds of ammo
- 1 Sam Brown belt to include the following:
 - Holster
 - Cuff and cuff case
 - Ammo Pouch w/2 magazines
 - Portable Radio holster
 - PR-24 and holder
 - Belt keepers

Optional at Town's Expense: Class A Uniform
 Bullet proof vest
 Pepper spray and holster
 Hash marks
 Jumpsuits

Optional at Officer's Expense: Footwear; Traffic Vest; Sweaters; Baseball Hat;
 Ear Muffs; Winter Gloves

b) Telecommunications Technicians

- 3 Pair of Trousers
- 3 Long sleeve shirts
- 3 Short sleeve shirts
- 1 Name tag
- 1 Badge
- 1 Tie and tie bar
- Optional at Town's Expense: Sweater

c) Animal Control Officer

3	Pairs of Trousers
3	Long sleeve shirts
3	Short sleeve shirts
2	Badges
1	Name tags
1	Tie and tie bar
1	Hat and hat badge
1	Spring coat
1	Winter coat
1	Rain coat
1	Pepper spray
1	Radio holster

Optional at Town's Expense: Department issued .38 caliber revolver

Optional at Officer's Expense: Sweaters; Baseball Hat; Footwear

2. Detectives and Court Liaisons shall be credited with three hundred dollars (\$300) for each six (6) months served as a detective, to purchase suitable clothing (uniforms and/or dress shirt, slacks, sport coats, suits) at a local clothing store or supplier at the arrangement with the Supervisor of the Detective Division. No cash allowances will be given.

3. Replacement and Maintenance

All equipment and clothing issued by the Hudson Police Department is to be kept clean and well maintained. The Town will replace any required uniform or Town issued property which is destroyed in the line of duty. Also required clothing will be replaced by the Town upon approval of the Chief or his designee when worn out. Weapons and auxiliary leather will be issued once to new officers and will not be replaced because of poor maintenance or abuse. Officers are responsible for all uniform and property maintenance.

4. Auxiliary Weapons

No other auxiliary weapons may be used (saps, sap gloves, etc.) unless they are approved by the Chief of Police.

5. All uniforms and equipment shall be returned to the Town upon termination of employment. Failure to return such items may, at the discretion of the Chief of Police result in the terminating employee being responsible for repayment, at original value, for all such uniforms and equipment to the Town.

Master Patrolman Concept

Guidelines:

- A. Candidates must have a minimum of five (5) continuous years of law enforcement service.
- B. Candidates will be designated as a Master Patrolman upon successful completion of the last examination process for Sergeant or other process as mutually agreed upon between the Chief of Police and the Association.
- C. Testing for the Master Patrolman designation will be offered annually. Candidates are eligible to take the test for Master Patrolman designation in their fourth continuous year of law enforcement service. If a candidate is successful on the examination, he or she will obtain the Master Patrolman designation only upon completion of his or her fifth year of continuous service.
- D. Master Patrolmen retain the right to the grievance procedure in regards to any allegations of misconduct. An officer will not be relieved of his status as a Master Patrolman without proper and just cause.
- E. Current officers holding the designation of Master Patrolman may but will not be required to retest.
- F. The designation of Master Patrolman is a recognition of an officer's knowledge and experience, regardless of job assignment.
- G. A stipend will be paid to Master Patrolman as reflected on Appendix A.