

WARRANT ARTICLE M

Ratification of a Contract negotiated between the Town of Hudson Board of Selectmen and the Hudson Police, Fire and Town Supervisors 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 Town Police, Fire and Town Supervisors Association which calls for the following increase in salaries and benefits:

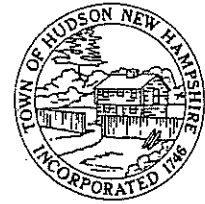
Year	Amount
7/1/19 – 6/30/20	\$95,612
7/1/20 – 6/30/21	\$107,721
7/1/21 – 6/30/22	\$113,465
7/1/22 – 6/30/23	\$95,547

and to raise and appropriate the sum of \$95,612 for the 2019-2020 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 XX, the Operating Budget.)



TOWN OF HUDSON
Office of the Town Administrator
12 School Street
Hudson, New Hampshire 03051

WPS
11-13-18



Stephen A. Malizia, Town Administrator – smalizia@hudsonnh.gov – Tel: 603-886-6024 Fax: 603-598-6481

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: November 7, 2018

Re: Hudson Police, Fire and Town Supervisors Association Tentative Agreement

Attached please find a Tentative Agreement for a successor labor contract between the Town of Hudson and the Hudson Police, Fire and Town Supervisors Association. The proposed agreement is for four (4) years, beginning on July 1, 2019. The contract provides a 2.5% Cost of Living Adjustment (COLA) in year one, a 3.0% COLA in year 2, a 2.0% COLA in year 3 and a 2.75% COLA in year 4, as well as a step increase for those that are eligible. The contract also a step scale adjustment in year 3 as well as at the end of the contract. In both cases the first step is deleted and a new top step is added at 2.75% over the previous top step. I have attached a Cost Summary and a copy of the Tentative Agreement for the Board's review and consideration. Should the Board of Selectmen vote to approve the Tentative Agreement, the following motion would be appropriate:

Motion: To approve the Tentative Agreement with the Hudson Police, Fire and Town Supervisors Association for a successor contract.

Upon confirmation that the Hudson Police, Fire and Town Supervisors Association has also approved the Tentative Agreement, a Warrant Article will be presented to the Board of Selectmen for approval.

Should you have any questions or need additional information, please feel free to contact me.

Hudson Supervisors Tentative Agreements

1. Article III (Recognition): Subject to the approval of the Public Employee Labor Relations Board, the following positions shall be added to Article III.1:
 - a. Public Works Department Supervisor (to replace “Highway Supervisor” in recognition clause and on salary scale)
 - b. Chief Assessor (to replace “Town Assessor” in recognition clause and “Assistant Assessor” on the salary scale).

2. Subject to the approval of the Public Employee Labor Relations Board, the following positions shall be added to Article IV (Exclusions).
 - a. Director of Public Works (to replace “Road Agent” in exclusion clause.)

3. Article XXV.2 (Salaries)
 - a. Effective July 1, 2019, all members shall receive a cost of living adjustment of two and a half percent (2.5%). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-1.

 - b. Effective July 1, 2020, all members shall receive a cost of living adjustment of three percent (3%). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-2.

 - c. Effective July 1, 2021, Step 1 of Appendix B-2 shall be eliminated and the steps shall shift left so that Step 2 on Appendix B-2 becomes Step 1 as provided in Appendix B-3-1. When Step 1 is eliminated and replaced, all members will be placed at one step below their current step (with no change to their current rate). A new Step 7 shall be added at an increase over Step 6 of two and three quarter’s percent (2.75%) as provided in Appendix B-3-1. All members shall step on their anniversary of employment. Further, effective July 1, 2021, all members shall receive a cost of living adjustment of two percent (2%). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-3-2.

 - d. Effective July 1, 2022, all members shall receive a cost of living adjustment of two and three quarters percent (2.75%). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-4.

 - e. Effective June 30, 2023, Step 1 of Appendix B-4 shall be eliminated and the steps shall shift left so that Step 2 of Appendix B-4 becomes Step 1 as provided in Appendix B-5. When Step 1 is eliminated and replaced, all members will be placed at one step below their current step (with no change to their current rate) A new Step 7 shall be added at an increase over Step 6 of two and three quarter’s percent (2.75%) as provided in Appendix B-5. All members shall step on their anniversary of employment.

4. Article XXIII (Education Benefits)

2. Courses which are related to the job, but are not required are eligible for 50% funding by the Town up to a maximum benefit of one thousand dollars (\$1,000) per year per employee subject to available funds.

5. Article XXXV (Duration): 4 year agreement (July 1, 2019 – June 30, 2023)

Town of Hudson
Hudson Police, Fire and Town Supervisors Association
FY 2020 - FY 2023

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>TOTAL</u>
COLA %	2.5%	3.0%	2.0%	2.75%	
COLA \$	\$56,166	\$71,724	\$48,392	\$69,779	\$246,061
Step \$	\$ 18,811	\$ 14,526	\$ 42,134	\$ 6,564	\$ 82,035
FICA	\$3,372	\$3,869	\$3,855	\$3,344	\$14,441
Pension	\$15,263	\$17,601	\$19,084	\$15,860	\$67,808
Education Reimbursement	<u>\$2,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,000</u>
Total	<u>\$95,612</u>	<u>\$107,721</u>	<u>\$113,465</u>	<u>\$95,547</u>	<u>\$412,345</u>
Tax Rate Impact	\$0.03	\$0.03	\$0.04	\$0.03	\$0.13

AGREEMENT
BETWEEN
THE TOWN OF HUDSON, NEW HAMPSHIRE
AND
THE HUDSON POLICE, FIRE AND TOWN
SUPERVISORS ASSOCIATION
July 1, 20169 - June 30, 201923

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ARTICLE I AGREEMENT

This agreement constitutes the entire agreement between the Town of Hudson (Town) and the Hudson Police, Fire and Town Supervisors Association (Association) and no verbal statement shall supersede any of its provisions.

If the Town fails to act with respect to this agreement within thirty (30) days subsequent to the "tentative agreement" date of the parties, the Association has the right to request resumption of negotiations for the purpose of declaring an impasse and requesting the appointment by the Public Employee Labor Relations Board of a mediator/fact finder.

ARTICLE II PURPOSE

The purpose of this agreement is to foster harmonious relations between the Town and the Association, and to establish in a collective bargaining agreement, levels of wages/salaries, hours and conditions of employment, and level of benefits.

ARTICLE III RECOGNITION

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

All permanent members of the Hudson Police, Fire and Town Supervisors Association to include the classification of: (parenthetical listing indicates Town's classification title)

Town Planner

Administrative Assistant to the Director of Public Works (Public Works Administrative Assistant)

Town Engineer

Civil Engineer

Fire Captain(s)

Superintendent of Fire Prevention (Fire Superintendent)

Police Lieutenants

Police Executive Coordinator

Police Animal Control Division Supervisor

(Police Animal Control Supervisor)

Town Accountant (Accounting Coordinator)

Town Attorney's Secretary (Legal Secretary)

Associate Planner (Technical Draft person)

Deputy Fire Chief(s)

Fire Executive Coordinator

Police Captains

Police Records Manager (Police Information Manager)

~~Town Chief~~ Assessor

Zoning Administrator

Fire Prevention Officer

Computer Systems Operator
IT Specialists
Support Services Manager
Assessment Technician
~~Highway Supervisor~~ **Public Works Department Supervisor**
Fire Captain/Training Officer
Police Prosecutor

2. The term "member" as used herein refers to employees represented by this unit.

ARTICLE IV EXCLUSIONS

1. The agreement excludes the current or future classification of:

Fire Chief	Read Agent
Town Clerk	Town Attorney
Recreation Director	Police Chief
All Library Employees	Finance Director
Community Development Director	Town Administrator
IT Director	Tax Collector
Assistant Town Administrator	Director of Public Works
Executive Assistant to the BOS	

2. The inclusion or exclusion in the bargaining unit of new personnel classification 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.

ARTICLE 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, national origin, political affiliation, or membership or non-membership in the Association.

ARTICLE VI MANAGEMENT RIGHTS

1. The parties agree that all the 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, functions, 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 qualification, promotional criteria, hiring criteria, standards of work and to hire, promote, transfer, assign, retain

employees in positions; and to suspend, demote, 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 providing further that any such layoff shall be preceded by written notice to the member sixty (60) days prior to layoff; c) the right to determine the means, methods, budgetary and financial procedures, and Town personnel by which the Town operations are to be conducted; d) the right to take such actions as may be necessary to carry out the missions of the Town in cases of emergencies; e) the right to make rules, regulations, and policies not inconsistent with the provisions of this agreement and to require compliance therewith.

2. It shall be the right of the Association to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this agreement as specified in Article X whenever such grievances exist.

ARTICLE VII SAVINGS CLAUSE

If any provision of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

In the event any provision of this agreement, in whole or in part, is declared to be illegal or invalid by any court of competent jurisdiction or any administrative agency having competent jurisdiction, all 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 the agreement and, in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

The parties agree to address provisions declared to be illegal or invalid by reopening the Agreement for the sole limited reason of resolving said issue within 30 days.

ARTICLE VIII DISCIPLINE AND TERMINATION FOR JUST CAUSE

1. All discipline shall be for just cause and shall be appropriate to the infraction for which the disciplinary action is being taken. Just cause shall include, but not be limited to, medically diagnosed incapacity to perform assigned duties following review and determination by the ADA Compliance Team to ascertain the extent, if any, to which reasonable accommodations should be made regarding the medical incapacity, incompetence, behavior incompatible with effective conduct of duty, behavior detrimental to the Town, or failure to carry out assigned duties.
2. Disciplinary action will normally be taken in the following order:
 1. Verbal Warning
 2. Written Warning
 3. Suspension Without Pay

4. Discharge

3. All written warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action and shall be signed by the member as an acknowledgement of the action only. The member will receive a copy of such warnings and notices at the time the action is taken.
4. Members 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 member 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.
5. A member may file an appeal in accordance with Article X Grievance Procedures.
6. A negative performance evaluation or constructive written criticism regarding the performance of an employee's duties and responsibilities is not considered as a disciplinary action.
7. Upon his/her request, a member may have an Association representative at any step of the grievance procedure.
8. A written record of disciplinary action is retained in the personnel file of the affected member. Said disciplinary action does, however, have less significance with the passage of time. A member may request that the Board of Selectmen remove documentation regarding disciplinary action from his/her personnel file. Reference to verbal warnings will be removed from the member's personnel file one (1) year from the date of verbal warning. Reference to written warnings or Letters of Counsel will be removed from the member's personnel file after two (2) years from the date of written warning. The Board of Selectmen may authorize earlier removal of such if in the Board's opinion the member has demonstrated that the problem causing the discipline has been solved and that there have been no recurrences or a continuation of the unacceptable behavior/performance during the intervening period.
9. The member may submit a written statement for the personnel file explaining his/her version of the information contained therein with evidence supporting such version. Such statement shall be maintained as part of the member's personnel record.
10. Members may examine and make copies of their own individual personnel files at reasonable times under the direct supervision of the employer.
11. Nothing herein shall serve to deprive a member of his rights under the law.

**ARTICLE IX
CONSULTATION**

1. Representatives of the Association may meet with the Chairman of the Board of Selectmen or his/her designee once a month to discuss matters of mutual concern, including those matters necessary for the implementation of this agreement. A written agenda shall be submitted by the Association to the Chairman of the Board of Selectmen or his/her designee no less than five (5) days before the scheduled date of the meeting. At the discretion of the Chairman of the Board of Selectmen or his/her designee, additional matters for discussion may be placed on the agenda provided that the Association has adequate notification as to the nature of the added items. Nothing herein shall prevent the Chairman of the Board of Selectmen or his/her designee and the Association from meeting on a less frequent basis by mutual agreement.
2. Nothing herein shall prevent the Association from consulting with the Chairman of the Board of Selectmen or his/her 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.

**ARTICLE X
GRIEVANCE PROCEDURES**

1. Definition - A grievance under this Article is defined as an alleged violation of any provision of this agreement in which an individual grievant alleges a personal loss or injury.
2. Procedure

STEP ONE

An individual grievant or the Association on behalf of an employee desiring to process a grievance must file a written statement of the grievance to the Department Head or, for division heads/department heads, to the Chairman of the Board of Selectmen no later than ten (10) workdays after the employee is assessed discipline or no later than one (1) month from the occurrence of an alleged violation of any provision of this agreement. The Department Head shall meet with the grievant and the Association representative within three (3) workdays following receipt of the notice and shall give a written decision within three (3) workdays thereafter.

STEP TWO

If the grievant or the Association on behalf of a grievant is not satisfied with the decision of the Department Head/Chairman of the Board of Selectmen, he/she may file, within five (5) workdays following the Department Head's/Chairman of the Board of Selectmen's decision, a written appeal with the Board of Selectmen or their designee, setting forth specific reasons why the grievant or the Association believes the agreement

is being violated by the Town action in question. Within thirty (30) workdays following receipt of the appeal, the Board of Selectmen or their designee shall either issue written decision or schedule a hearing. Said hearing shall be held no later than thirty-five (35) workdays following receipt of the appeal and written decision shall be rendered within five (5) workdays thereafter.

a) If the Association is not satisfied with the disposition of the grievance or no decision has been rendered by the Board of Selectmen or their designee within thirty (30) working days after they received the grievance and prior to submission of the grievance to arbitration, representatives of the Association and management may, by mutual consent, meet to determine if the grievance can be settled without arbitration.

STEP THREE

If the grievant or the Association on behalf of a grievant is not satisfied with the decision of the Board of Selectmen or their designee, the Association may file, within twenty (20) workdays following receipt of the decision, a request for arbitration to the American Arbitration Association under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

3. The cost of arbitration shall be borne equally by the parties.
4. The foregoing time limitations may be extended by mutual written agreement of the parties.
5. Failure of the grievant or the Association 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. The Town shall not designate a hearing officer at any step of the grievance procedure who has heard the grievance at a prior step.

ARTICLE XI HOLIDAYS

1. All permanent full-time members shall be paid for the following named holidays:

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
	One Floating Holiday

- a) Holiday benefits will be provided to all part-time employees (who have permanent appointments of 50% time or greater) on a pro-rata basis.

2. Saturday Holidays. When any of the above holidays falls on a Saturday, the holiday will be observed on the preceding Friday.

Sunday Holidays. When any of the above holidays falls on a Sunday, the holiday will be observed on the subsequent Monday.

3. Holidays falling on vacation days (for part-time employees) or days off. If a holiday should fall on a member's scheduled day off or vacation day (for part-time employees), a member may elect either to be paid an extra day's pay or provided with another day-off.
4. Members, who are "non-exempt" under the Fair Labor Standards Act (FLSA) shall be paid at one and one-half the regular rate of pay for hours actually worked as directed or ordered by the Department Head on the holiday, in addition to the amount to which they are entitled as holiday pay except when such hours are part of a member's normal work schedule, in which case members shall be at their regular rate of pay in addition to the holiday pay.
5. Members "exempt" under the Fair Labor Standards Act (FLSA) may be allowed to take special time off with pay, with the prior approval of the Chairman of the Board of Selectmen or his/her designee, when they are required to work on a holiday. Such time shall not be granted or allowed to accumulate without prior approval of the Chairman of the Board of Selectmen or his/her designee. In no instance will such time be paid at termination.
6. Fire Captains who are off-duty shall be paid eight (8) hours straight time and Fire Captains on duty will be paid ten (10) hours straight time for the eleven (11) named holidays in addition to their regular pay.

ARTICLE XII 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 termination (except as referenced in Sec. 7). 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.
 - a) Bereavement Leave is provided by a separate benefit. (See Article XIII)

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

0 thru 5 years	25 days per year
6 thru 11 years	29 days per year
more than 11 years	35 days per year

3. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of seniority (i.e. years of continuous service to the Town). Members 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.

For purposes of this article, one day shall be defined as eight (8) hours for all employees, with the exception of Fire Captains. Fire Captains work an average of forty-two hours per week on an eight day cycle. Therefore, one day for Fire Captains shall be defined as twelve (12) hours.

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

5. Usage

- a. Earned Days may be used after being earned including during a member's probationary period. Absences will be mutually agreed upon by the member and the Department Head or his/her designee prior to the date of absence, unless the member was unable to anticipate and plan for the absence. Requests for earned time usage shall not be unreasonably denied. Denial of earned time shall be based on needs of the Department and reason(s) shall be provided to the employee in writing.
- b. Earned Days may be used, in units of one or more hours.
- c. Earned Time benefits accrue only during the initial 3 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 members to "buy" insurance for extended illness, or other disability. When "buying" Pool days, members convert Earned Days on a 1 to 3 basis. Similar to purchasing insurance, the member may pick a given number of hours 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 consecutive work day absence due to illness, injury, or other disability.
 - 2) A physician's 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 a member 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. Maximum Carryover

- a) Employees in the bargaining unit effective July 1, 2005 shall be permitted to carryover to future years accrued earn time up to a maximum of ninety (90) days.
- b) Employees hired after July 1, 2005 shall be permitted to carry over to future years accrued time up to a maximum of sixty (60) days.

Any accruals which cannot be carried over will be paid out to the employee within two periods, not to exceed fourteen (14) days.

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.

Any employee promoted into the bargaining unit after July 1, 2005 that has carryover accruals in excess of the sixty (60) day cap, due to their previous position with the Town, shall receive a payout for any such carryover accruals in excess of the cap on the first anniversary of the promotion.

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

8. Annual Buyout

Employees may request, during the first week in June, or the first week in December, payment for accumulated Earned Time in excess of eighty (80) hours. Request will be granted only in units of ten (10) hours, i.e., buy back ten (10) hours, twenty (20) hours, thirty (30) 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 fiscal or calendar year, respectively.

9. Vacation

a. Only employees on a percent time appointment of 50%-74% are eligible for the Vacation benefit outlined in this Article. Employees in permanent percent-time positions of fifty-percent (50%) to seventy-four percent (74%) shall receive vacations on a pro-rata basis.

b. Vacation is time earned on a monthly basis and allowed to be used by the employee for rest and relaxation. No employee may draw vacation time until he/she has satisfactorily completed his/her probationary period.

c. The full-time (100%) earning rate for vacation used to calculate the appropriate pro-rata benefit for percent time employees is:

*More than six (6) months but less than six (6) years of service
5/6 days per month = two (2) weeks/year

*More than six (6) years by less than fifteen (15) years of service:
1 ¼ days/month = three (3) weeks/year

*More than fifteen (15) years of service:
1 2/3 days/month = four (4) weeks/year

d. No employee shall be permitted to accrue in excess of one and one-half (1 ½) times his/her normal annual earned vacation; i.e., employees who earned ten (10)

days of vacation per year shall have no more than fifteen (15) days earned vacation to his/her credit at any one time; employees who earned fifteen (15) days of vacation per year shall have no more than 22 ½ days earned vacation to his/her credit at any one time.

- e. Upon termination of employment, an employee shall be paid all accrued vacation. Upon death, it shall be paid to his estate or his designated beneficiary.
- f. Employees shall be allowed to use vacation one day at a time with twenty-four (24) hours notice.
- g. Employees, prior to their scheduled vacation time of at least one (1) week's duration, may request from the Town, and receive, their vacation pay in advance. An advance notice of two (2) weeks preceding the issuance of the vacation payment is required.

10. Sick Leave

- a. Only employees on a percent time appointment of 50%-74% are eligible for the Sick Leave benefit outlined in this Article. Employees in permanent percent-time positions of fifty-percent (50%) to seventy-four percent (74%) shall receive sick leave on a pro-rata basis.
- b. Sick leave shall accumulate at the rate of one (1) day per month, up to a maximum of sixty (60) days. At the end of every calendar year, any sick leave not taken shall be carried over, based on the number of days left as of December 31st of that year but in no case shall accumulated days exceed sixty (60).
- c. Sick days are only to be used for legitimate illness of the employee.
- d. Abuse of this privilege shall be grounds for termination.
- e. Absences due to the pregnancy of an employee will be treated as other debilitating medical conditions. If an employee is unable to work because of medical conditions associated with child-bearing, she may utilize her sick leave benefits.

**ARTICLE XIII
BEREAVEMENT LEAVE**

- 1. The purpose of bereavement leave is to enable an employee to take care of personal matters caused by the death of an immediate member of his/her family and to relieve him/her of concern regarding loss of earnings on the regularly scheduled work days immediately following the death.

2. All employees with appointments of fifty percent (50%) or greater shall be granted bereavement leave of up to three (3) days per occurrence, with pay, due to the death of an immediate family member. With the approval of the Town Administrator, an additional two (2) days of bereavement leave may be granted in the event of a hardship due to excessive travel related bereavement for immediate family. Such leave shall be requested of the department head or his/her designee.

3. Immediate family for the purpose of this Article shall be defined as:

Spouse	(Step) Sister	Father-in-law	Son-in-law
(Step) Father	(Step) Brother	Mother-in-law	
(Step) Mother	(Step) Child	Daughter-in-law	
Grandchild			

Or blood relative, or ward, residing in the same household.

4. One (1) day shall be granted under the same terms as detailed in Section 2 of this Article for bereavement in the case of death of a member's Grandmother, Grandfather, Aunt, Uncle, brother-in-law, sister-in-law or First cousin.

**ARTICLE XIV
WORKERS' COMPENSATION**

1. The Town will pay to an employee absent as the result of an employment related disability accrued time, for the first thirty (30) days, when added to any worker's compensation benefit payment or any payment from any other benefit program paid for in whole or in part by the Town received during this period by the employee, shall assure that the employee receives an amount equal to his/her normal base rate of pay.

2. Should any disability caused by Town employment continue beyond thirty consecutive calendar days, the employee will receive from the Town supplemental income which, when added to worker's compensation benefits to which he/she may be entitled by State law, shall total not more than 70 percent of the employee's normal rate of pay during the term of the disability or until age sixty-five, whichever shall occur first. The Town's supplemental income portion shall not exceed 60 percent of the employee's regular rate of pay.

3. At any time after thirty days of a job-related disability, the employee may request that accumulated Earned Time be used to supplement the payments noted above. In no case shall the combination of Town provided coverage, Worker's Compensation payments, and Earned time equal more than 100% of the employee's regular rate of pay.

**ARTICLE XV
TRAINING AND CAREER DEVELOPMENT**

1. Training and Career Development. After the departmental training budget is approved, employee requests for use of training monies to finance a course of study, workshop, etc. will be reviewed by the department head and approved based upon the following considerations:
 - (a) The course or workshop is in the same or a closely allied field to that of the employee, and it can be reasonably expected that completion of the training will directly improve the carrying out of regular duties. Training requests that are to improve performance of an employee's current duties are to be given highest priority.
 - (b) Sufficient funds are in the department's career development and training budget to cover costs of the training activity.
 - (c) In the case of training activities during regular work hours, it is reasonable for the employee to be away from the work demands of his/her work unit.
 - (d) The course or workshop, while not expected to directly relate to the performance of current duties, can be expected to improve the potential of the employee to be qualified for work of a higher classification level in the Town service. Training activities totally unrelated to the employee's occupational field or to Town employment will not be approved.

**ARTICLE XVI
MILITARY LEAVE**

1. 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.
2. Any employee who is a member of a military reserve or 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 without regard to length of time, and for military service in the United States for a period not to exceed a total of 15 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 15 calendar days of military assignment.

3. Any employee who is a member of a military reserve or National Guard unit who receives training in excess of 15 calendar days, and not at the call of the Governor and in the service of the 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's medical benefits will terminate the last day of the month in which the military service begins. Covered family members may continue medical coverage benefits by electing to do so under COBRA and paying the appropriate premiums.
4. 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.
5. 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.

ARTICLE XVII COURT APPEARANCES

1. A member summoned to an appearance before a court or other public body, not resulting from his/her own request or violation of the law, will be granted a leave of absence with pay for the required period necessary to perform this duty. (Jury Duty is covered by Article XXXI Jury Duty.)
2. A member who receives a court appearance notice should notify the department head of such immediately.
3. If any member is required to appear in Court, for a purpose other than Jury Duty, and at a time other than regularly scheduled hours of work, he/she shall receive pay at time and one-half as qualified in section 1 above.

ARTICLE XVIII MATERNITY LEAVE

1. 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.

ARTICLE XIX

**EXTENDED LEAVE OF ABSENCE
(Family Leave Act)**

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.

**ARTICLE XX
INSURANCE**

1. Health Insurance: The Town pays eighty (80%) of the premium cost for employees enrolled in **BC2t20 (Point of Service plan), AB5 (HMO plan) and Lumenos 2500 (High Deductible plan), 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.** Employees who as of **July 1, 2014** are single ~~will continue to prior to July 1, 2014 shall receive one hundred percent (100%) Town paid single coverage until a qualifying event.~~ **insurance at no charge until a life changing event.**

In the event an 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.

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, an employee must provide the Town with proof of coverage under another health insurance plan. Employees do not need to provide proof of coverage under another dental insurance plan.

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.

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, 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.

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).

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:

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

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 – \$5.12 per week
2 person and Family - \$9.92 per week

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.

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. 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.

Employees who as of July 1, 2014, select a lower level of coverage than that for which they qualify, will continue to receive a flex payment equal to that which they receive as of July 1, 2014 until such time as they select a different coverage option. For all other employees, as well as those employees who were grandfathered above but change their coverage option, no payments will be made to employees who are eligible for a higher level of coverage (e.g., family coverage) but who enroll in a lower coverage (e.g., single), or change plans to a lower cost plan, such as moving from the BC/BS 100 plan to either the BC/BS 300 or Matthew Thornton plans.

The maximum annual flex payments referred to in this section are available to any full time active employee who remain employed by the Town and are 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.

- a) The parties recognize that increasing health insurance premium costs are adversely affecting both the Town and the Employees. In the event the Town or the Bargaining Unit determines there is a need to consider other providers, cost reducing alternatives and/or coverage options, the Town and the Union will convene a Joint Labor/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 Administer 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.

Cadillac Tax

The Town and the Union agree that if any portion of the parties' negotiated health insurance plan will trigger the application of the so called "Cadillac Tax," as it may be amended, shall also follow the procedure below:

- a. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the Union in obtaining plan design and pricing information from insurance providers.
- b. If within ninety (90) days of either parties' request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to

avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the ACA; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described in Article X, Section 2, Step 3.
2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
3. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance which shall avoid the Cadillac Tax. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
4. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.

2. Life Insurance

The Town agrees to provide 100% of the cost of term life insurance for employees in the amount of one times the employee's base rate of pay rounded up to the nearest thousand dollars, subject to the terms and conditions of the Life policy in force.

3. Sickness and Accident Insurance, Long Term Illness and Accident Insurance

These insurance benefits will be provided at the level and within the conditions in effect on June 30, 2007, for the duration of this agreement in compliance with insurance certificates offered by the third party.

4. Dental Insurance

The Town will contribute to the cost of dental insurance for members 100% of the cost of a one-person, two person, or family plan. Insurance coverage will begin on the first of the month following the member's date of hire, but no sooner than one month after his/her date of hire. For example, an employee hired during the month of March would be covered beginning May 1st.

5. Retirement

The Town of Hudson agrees to provide retirement coverage and benefits as prescribed and to the extent required by New Hampshire law. Employees' contributions will be offered on the basis of tax-sheltered contributions (thus reducing the gross taxable income at time of deduction from wages) unless otherwise directed by the employee.

6. Flexible Benefits

Employees are provided with the voluntary option of participating in the Town of Hudson Flex Plan (formally known as New Hampshire Municipal Association (NHMA) Health Trust, Inc). An abbreviated summary of this plan is contained in Appendix A1 and A2.

7. The Town must allow members, their spouses, and their children the opportunity to continue health and dental coverage after certain "qualifying events" cause the health and dental coverage to be halted. These "qualifying events" are:

1. Termination of employment for any reason other than "gross misconduct".
2. A reduction in work hours which makes the member ineligible for medical/dental coverage.
3. Death of the member.
4. Divorce or legal separation.
5. The member becomes eligible for Medicare.
6. A child is no longer a dependent.

The continuation of coverage is at the member's or dependent's expense, and there is no Town contribution to the continued cost of medical/dental coverage. Notice must be provided to the Office of the Board of Selectmen within sixty (60) days of the above events to assure continued coverage. Members who choose to elect coverage under COBRA will be assessed at a rate no greater than that established by federal law and no less than 100% of the full cost of the present premium. The amount assessed will be established by the Board of Selectmen.

8. Insurance Benefits for Hospital/Health coverage, Life, Sickness and Accident, Long-term Illness and Accident, and Dental Coverage are provided to full-time permanent employees.

9. All insurance coverage will begin on the first of the month following the member's date of hire, but no sooner than one month after his/her date of hire. (For example, an employee hired during the month of March would be covered beginning May 1st.)

10. 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.

**ARTICLE XXI
PAYROLL DEDUCTION OF DUES**

1. Upon the presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues of the Association from the weekly wages of such employees covered by this Agreement and remit the total amount of dues collected to the Association once a month, along with a statement indicating who has paid dues.
2. The Association will keep the Town informed of the correct name and address of the Treasurer and other officers of the Association.
3. If employees have no check coming to them, or if their checks are not large enough to satisfy the dues, then no deduction will be made for them. In no case will the Town attempt to collect fines or assessments for the Association beyond the regular dues.

**ARTICLE XXII
WAGES AND HOURS**

1. Hours of Work

Except as designated by department heads with the approval of the Board of Selectmen, the normal work week for Town employees shall be five days, Monday through Friday. With the approval of the Board of Selectmen, the hours of work will be scheduled including flexible work schedules by department heads. The normal work week shall be forty (40) hours, however, longer hours may be required by virtue of specialized Department schedules or by the nature of salaried (exempt) employment.

Attendance

All members are expected to be in regular attendance at work during the designated hours scheduled by the department head.

Fire Fighters: The normal work week for fire captains will be an average of forty two (42) hours per week on an eight-day cycle. The following additional provision shall apply:

Those personnel who are on duty as a result of the 24-hour service period shall work two consecutive ten-hour days, followed by two consecutive fourteen-hour nights, followed by ninety-six hours off. The cycle then repeats itself.

The Town agrees that should they enter into an agreement with the IAFF Local 3154 regarding hours and duty shift schedule, this Association will have the ability to adjust its duty shift hours accordingly for the positions of Fire Captains.

2. Compensation

Members who are non-exempt from the provisions of the Fair Labor Standards Act (FLSA) shall be compensated for all hours worked in excess of forty (40) hours per week at a rate of one and one-half times their normal rate of pay. Fire Captains will be paid time and one-half their normal rate after working forty-eight hours within the eight-day work cycle.

Members employed in the following position(s):

Fire Captain

Shall be paid one hour minimum straight time plus time and one-half for hours worked in excess of 48 hours when recalled for emergency purposes.

Members employed in the following position(s):

Police Captain

Shall be paid time and one-half for actual time worked when recalled for emergency purposes.

3. Members exempt from the provisions of the FLSA may be allowed to take equal time off (compensatory time) with the prior approval of the Chairman of the Board of Selectmen or his/her designee. Such time shall not be granted or allowed to accumulate without prior approval of the Chairman of the Board of Selectmen or his/her designee. In no instance will compensatory time be paid at termination.

4. Determination of qualifying hours for overtime pay will include:

- a) Holidays
- b) Earned Time
- c) Training time approved by the Town
- d) Other absences - no other absences shall be considered as time worked for the purpose of determining eligibility for overtime pay.

5. In the following list of positions, (E) means exempt from the provisions of the Fair Labor Standards Act (FLSA), (N) means non-exempt:

(E) Exempt (N) ~~Non~~ Non-exempt

Fire Captains (N)
Fire Executive Coordinator (N)
Police Executive Coordinator (N)
Police Lieutenant (N)
Police Captain (E)
Police Information Manager (N)
Town Engineer (E)
Town Planner (E)
Animal Control Supervisor (N)
Computer Systems Operator (N)
Zoning Administrator (E)
~~Asst.~~ Chief Assessor (E)
Associate Planner (N)
Deputy Fire Chief (E)
Town Accountant (E)
Administrative Assistant (N)
Data Processing Mgr. (E)
Fire Prevention Officer (N)
Civil Engineer (N)
Town's Attorney's Secretary (N)
Superintendent of Fire Prevention (E)
Support Services Manager (N)
Assessment Technician (N)
~~Highway~~ **Public Works Department** Supervisor (E)
Fire Captain/Training Officer (N)
IT Specialist (N)
Police Prosecutor (E)

ARTICLE XXIII EDUCATIONAL BENEFITS

1. Courses which are a requirement of the job shall be paid for entirely by the Town.
2. Courses which are related to the job, but are not required are eligible for 50% funding by the Town up to a maximum benefit of ~~five hundred dollars~~ **one thousand dollars (\$5001,000)** per year per employee subject to available funds.
3. All courses must be approved by the Department Head to be eligible for reimbursement by the Town.

ARTICLE XXIV LEAVES OF ABSENCE

1. Educational Leave

Upon written request, the Board of Selectmen may grant a member a leave of absence without pay or benefits for a period of up to two years for purposes of furthering the member's education, provided that such absence will not militate against the best interests of the Town. Upon return, the member will be reinstated, to his/her old job or its equivalent, if at all possible, and he/she will retain the same status, rights, and benefits earned prior to taking such leave.

2. Other Leave of Absence Without Pay

The Board of Selectmen may grant a member a leave of absence for a period not to exceed one year upon written request of the member stating reasons for the request. Leave without pay or benefits shall be granted only when it will not result in undue prejudice to the interests of the Town.

3. Reinstatement upon Return from Leave

Upon expiration of a regularly approved leave without pay, the member shall be reinstated to the position held, or its equivalent, at the time leave was granted without loss of prior seniority, status, or benefits, if at all possible. Failure on the part of the member on leave to report promptly at its expiration, or within a reasonable time after notice to return to work, may be cause for dismissal.

**ARTICLE XXV
SALARIES**

1. Employees promoted to a higher classification will be placed at the step on the salary schedule that results in at least five (5%) promotional increase, except that in no case shall the rate exceed the max rate for the higher classification.

Employees may be hired by the Town at a step commensurate with the applicants qualifications, background experience and market availability.

All step movements will be contingent upon a satisfactory performance evaluation as provided in Article XXVI EVALUATION.

2. Effective July 1, 2016~~9~~, all members shall receive a cost of living adjustment of two **and a half** (~~2%~~) percent (**2.5%**). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-1.

Effective July 1, 2017~~20~~, all members shall receive a cost of living adjustment of ~~two~~ **three** (~~2%~~)-percent (**3%**). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-2.

Effective July 1, 2018~~21~~, Step 1 of Appendix B-2 shall be eliminated and the cells shall shift left so that Step 2 on Appendix B-2 becomes Step 1 as provided in Appendix B-3. When Step 1 is eliminated and replaced, all members will lose a step. A new Step 7 shall be added at an increase over Step 6 of two and three quartersquarter's percent (2.75%) as provided in Appendix B-3. All members shall step on their anniversary of employment. Further, effective July 1, 2021, all members shall receive a cost of living adjustment of two (~~2%~~)percent (2%). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-3.

Effective July 1, 2022, all members shall receive a cost of living adjustment of two and three quarters percent (2.75%). Such adjustment shall be applied to the Salary Schedule as provided in Appendix B-4.

Effective June 30, 2023, Step 1 of Appendix B-4 shall be eliminated and the cells shall shift left so that Step 2 of Appendix B-4 becomes Step 1 as provided in Appendix B-5. When Step 1 is eliminated and replaced, all members will lose a step. A new Step 7 shall be added at an increase over Step 6 of two and three quartersquarter's percent (2.75%) as provided in Appendix B-5. All members shall step on their anniversary of employment.

Town shall grant all step increases on the date of the employee's anniversary subject to Article XXVI EVALUATIONS. The Town will not otherwise withhold or freeze step increases during the life of this contract.

3. Longevity Incentive. 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.
4. For purposes of this article, one day shall be defined as eight (8) hours for all employees, with the exception of Fire Captains. Fire Captains work an average of forty-two hours per week on an eight day cycle. Therefore, one day for Fire Captains shall be defined as twelve (12) hours.

ARTICLE XXVI EVALUATIONS

Satisfactory performance review for step movement will be based upon a performance review of each member prepared by the individual member's immediate supervisor. Department Heads will be reviewed by the Town Administrator. The review will be presented to the individual member by the person writing the review prior to their eligibility for a step increase, or as soon thereafter as is practical. The member will sign the review, indicating that it was presented, and will indicate whether or not they wish to provide some additional written comments to accompany the review.

The review, with members comments if any, will be forwarded to the Town Administrator for further comment and recommendations and then to the Board of Selectmen. The member can also appeal to the Town Administrator as well as the Board of Selectmen.

All step increases will be awarded as provided in Article XXV Salaries.

If the receipt of a member's performance review by the Board of Selectmen is delayed more than 30 working days from the scheduled date, ~~that date~~ **that** is a grievable deviation from the contract. The phrase "working days" refers to days worked by the member, and does not include non-working days such as eared time and days not scheduled for the member to work. If the member elects to provide written comments to accompany their performance review, then the 30 days does not include the days between presentation of the review and their presentation of their written comments to the person who wrote the review.

Evaluations for employees at the maximum step will continue to be conducted at least on the anniversary of their date in grade or as soon thereafter as possible.

In the event an employee receives an unsatisfactory evaluation resulting in withholding of a step increase, the employee shall be provided ninety (90) days to remedy any deficiency(ies). In the event the employee achieves a satisfactory evaluation during the ninety (90) day period, he/she shall receive his/her step increase retroactive to his/her date of eligibility. Failure to achieve a satisfactory evaluation will result in loss of the step increase and may result in further administration action.

The content, conclusions and resultant recommendations associated with the performance reviews are excluded from the grievance procedure. Procedural violations of this Article are grievable.

ARTICLE XXVII MERIT AWARDS

At the discretion of the Police Chief and with the approval of the Board of Selectmen, any member employed within the Police Department 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 part of a permanent base salary. During each fiscal year of this agreement, a total of \$1000 will be budgeted for said merit awards.

At the discretion of the Police Chief and with the approval of the Board of Selectmen, any member employed within the Police Department 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 part of a permanent base salary. During each fiscal year of this agreement, a total of \$1000 will be budgeted for said merit awards.

ARTICLE XXVIII

PAY FOR TEMPORARY ASSIGNMENT

When a member is temporarily assigned through Personnel Action, recommended by the Town Administrator and approved by the Board of Selectmen, to a position with a higher minimum rate of pay for a period of four consecutive weeks or more, the Board of Selectmen may grant a pay increase to either the starting rate of that position or the next higher pay grade which provides a pay increase for the duration of the temporary assignment. Written notice for the member's present and future supervisors requesting the temporary assignment and pay change shall be forwarded to the Board of Selectmen prior to the effective date, but no later than the effective date. This notice shall be filed in the member's personnel file in order to reflect experience in a different position which may serve to add significantly to the member's total qualifications.

When a member is temporarily assigned to a position in another class for which the minimum rate of pay is the same as the member's regular pay or to a class with a lower minimum rate of pay, the pay during the temporary assignment shall be his/her regular rate of pay. Written notice, as described above, should be forwarded to the Board of Selectmen to be filed with the member's official personnel file.

Should the temporary assignment continue for more than six (6) months the member will be transferred to the new position, and be paid at a salary as approved by the Board of Selectmen, but in no case less than the next higher pay grade which provides a pay increase.

ARTICLE XXIX UNIFORM ALLOWANCE

The Town agrees to provide a clothing allowance for sworn police officers of \$600 per officer per year. The Town agrees to maintain the maintenance practices already in effect for said officers.

The Town agrees to provide a clothing allowance of \$600 per year for uniformed fire officers below the rank of Deputy Fire Chief and a clothing allowance of \$600 per year for Deputy Fire Chiefs. The Town agrees to provide a footwear allowance for the Civil Engineer, Town Engineer, Assessment Technician and Zoning Administrator of \$125 per year.

ARTICLE XXX OUTSIDE WORK DETAILS

Police who work outside details shall be paid at the same rate and in the same manner as the Hudson Police Patrol Officers are, according to their collective bargaining agreement.

ARTICLE XXXI 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.

ARTICLE XXXII INDEMNIFICATION

The Town shall indemnify and save harmless for loss or damage from personal financial loss and expense, including reasonable legal fees and costs, if any, rising out of any claim, demand, suit or judgment by reason of negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property all employees provided that the indemnified person was acting in the scope of his/her office or employment at the time of the accident resulting in the injury, damage or destruction.

ARTICLE XXXIII NEGOTIATIONS

1. The Association and the Town agree to participate in collective negotiations in accordance with New Hampshire RSA 273-A.
2. The parties shall meet at reasonable times and places to negotiate in a good faith effort to reach agreement on all matters raised by either party. During such negotiations, the Town representative(s) and the Association representatives will present relevant data, exchange points of view, and make proposals and counter proposals.

3. Leave from daily responsibilities shall be granted to members of the Association's negotiating committee, not to exceed four (4) such members, who attend meetings between the Town and the Association for the purpose of negotiating the terms of an agreement or participation in grievance hearings.
4. Any agreement reached shall be reduced to writing and signed by the Town and the Association. A copy of said agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of the signing

**ARTICLE XXXIV
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 the 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 parties at the time that they negotiated or signed this Agreement. The foregoing waiver of the obligation to bargain may be superseded by mutual agreement of the parties.

**ARTICLE XXXV
DURATION OF AGREEMENT**

1. This agreement shall be in full force and effect, subject to those areas that have a separate effective date clause, commencing July 1, 2016~~9~~ and shall continue through June 30, 2019~~23~~.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed on the dates indicated by their duly authorized representatives,

**FOR HUDSON POLICE, FIRE AND
TOWN SUPERVISORS ASSOCIATION**

**FOR THE TOWN OF HUDSON, NH
Board of Selectmen**

Chief Negotiator

Chief Negotiator

APPENDIX A1

NHMA HEALTH TRUST, INC.
 FLEX PLAN DESIGN
 TOWN OF HUDSON

	<u>LIFE/AD&D</u>	<u>DISABILITY</u>	<u>MEDICAL</u>	<u>DENTAL</u>	<u>PENSION/ SAVINGS</u>
Existing Plan	Term Life - 1x earnings (\$15,000 min)	60% weekly earnings/\$600 maximum 1-8-26 weeks + 60% month earnings to age 65/\$3500 monthly max	As outlined in Article XX- Section 1, Hospital/Health Insurance Coverage	Delta Dental -\$25 deductible -100/80/50/50 co-insurance -\$1,000 yearly max	Employer Provided Retirement Plan
Options	Employee can choose to increase coverage to : -2x earnings or -3x earnings		Anthem Blue (an HMO) -Comprehensive S \$100 deductible 80% co-insurance \$500 individual out-of- pocket; \$1,000 family limit -or- \$300 deductible 80% co-insurance \$900 out-of-pocket	Employee can decrease to: -\$25 deductible 100/80 co-insurance \$750 yearly maximum	Employee can choose to participate in: Deferred Comp Plan

APPENDIX A2

FLEX BENEFITS SUMMARY

1. Town of Hudson will maintain present contribution levels for existing benefits as follows:

Life	100%
Disability	100%
Medical: Employee	Outlined in Article XX, Section 1
Dependents	Outlined in Article XX, Section 1
Dental: Employee	Outlined in Article XX, Section 4
Dependents	Outlined in Article XX, Section 4

2. Employees can opt out of medical and/or dental plans and receive an opt out payment in accordance with Article XX, Section 1 only if they certify they are covered by another employers plan.
3. Employees may move down to a lower medical or dental plan and receive payments in accordance with Article XX, Section .
4. Employees must stay in whatever Dental plan they choose for a two year period.
5. 35% participation is needed for optional Supplemental Life Insurance.
5. Other than a life event change (marriage, birth, divorce, etc.) employees may change their benefit situation only during the annual re-enrollment period.

Appendix B

Hudson Police, Fire, Town Supervisors Association Wage Schedule Effective July 1, 2018 (with 2.0% COL adjustment)

<u>Classification</u>	<u>Steps</u>						
	1	2	3	4	5	6	7
Animal Control Supervisor	\$42,186	\$43,407	\$44,630	\$45,849	\$47,071	\$48,292	\$49,620
Executive Coordinator (Police & Fire)	\$42,091	\$44,259	\$46,431	\$48,599	\$50,766	\$55,487	\$57,013
Associate Planner/Assessment Tech	\$57,286	\$58,885	\$60,485	\$62,084	\$63,684	\$65,277	\$67,073
Police Info Mgr/Fire Prevention Officer/ Computer Services Opr	\$59,983	\$61,123	\$62,392	\$63,598	\$64,801	\$66,000	\$67,815
Town Accountant/ Civil Engineer	\$57,276	\$61,123	\$64,970	\$68,816	\$72,662	\$76,507	\$78,611
Fire Captain/Fire Marshall/ Zoning Admin./Fire Captain Training Officer	\$74,814	\$76,774	\$78,735	\$80,695	\$82,655	\$84,610	\$86,936
Fire Captain Paramedic	\$77,808	\$79,846	\$81,885	\$83,923	\$85,963	\$87,993	\$90,413
Police Lieutenant/Support Srvs Mgr./ IT Specialists/Police Prosecutor	\$73,419	\$76,331	\$79,244	\$82,154	\$85,068	\$87,976	\$90,395
Town Planner/Public Works Dept Supervisor/Chief Assessor	\$73,393	\$77,088	\$80,779	\$84,472	\$88,167	\$91,857	\$94,384
Deputy Fire Chief/DP Mgr/Town Engineer/Police Captain	\$81,668	\$85,057	\$88,444	\$91,830	\$95,216	\$98,598	\$101,309

Appendix B-1

Hudson Police, Fire, Town Supervisors Association Wage Schedule Effective July 1, 2019 (with 2.5% COL adjustment)

<u>Classification</u>	<u>Steps</u>						
	1	2	3	4	5	6	7
Animal Control Supervisor	\$43,241	\$44,492	\$45,746	\$46,995	\$48,248	\$49,499	\$50,861
Executive Coordinator (Police & Fire)	\$43,143	\$45,365	\$47,592	\$49,814	\$52,035	\$56,874	\$58,438
Associate Planner/Assessment Tech	\$58,718	\$60,357	\$61,997	\$63,636	\$65,276	\$66,909	\$68,750
Police Info Mgr/Fire Prevention Officer/ Computer Services Opr	\$61,483	\$62,651	\$63,952	\$65,188	\$66,421	\$67,650	\$69,510
Town Accountant/ Civil Engineer	\$58,708	\$62,651	\$66,594	\$70,536	\$74,479	\$78,420	\$80,576
Fire Captain/Fire Marshall/ Zoning Admin./Fire Captain Training Officer	\$76,684	\$78,693	\$80,703	\$82,712	\$84,721	\$86,725	\$89,109
Fire Captain Paramedic	\$79,753	\$81,842	\$83,932	\$86,021	\$88,112	\$90,193	\$92,673
Police Lieutenant/Support Srvs Mgr./ IT Specialists/Police Prosecutor	\$75,254	\$78,239	\$81,225	\$84,208	\$87,195	\$90,175	\$92,655
Town Planner/Public Works Dept Supervisor/Chief Assessor	\$75,228	\$79,015	\$82,798	\$86,584	\$90,371	\$94,153	\$96,744
Deputy Fire Chief/DP Mgr/Town Engineer/Police Captain	\$83,710	\$87,183	\$90,655	\$94,126	\$97,596	\$101,063	\$103,842

Appendix B-2

Hudson Police, Fire, Town Supervisors Association Wage Schedule Effective July 1, 2020 (with 3.0% COL adjustment)

<u>Classification</u>	<u>Steps</u>						
	1	2	3	4	5	6	7
Animal Control Supervisor	\$44,538	\$45,827	\$47,118	\$48,405	\$49,695	\$50,984	\$52,386
Executive Coordinator (Police & Fire)	\$44,438	\$46,726	\$49,020	\$51,308	\$53,596	\$58,580	\$60,191
Associate Planner/Assessment Tech	\$60,480	\$62,168	\$63,857	\$65,545	\$67,234	\$68,916	\$70,812
Police Info Mgr/Fire Prevention Officer/ Computer Services Opr	\$63,327	\$64,531	\$65,870	\$67,144	\$68,414	\$69,680	\$71,596
Town Accountant/ Civil Engineer	\$60,469	\$64,531	\$68,592	\$72,652	\$76,713	\$80,772	\$82,994
Fire Captain/Fire Marshall/ Zoning Admin./Fire Captain Training Officer	\$78,985	\$81,054	\$83,124	\$85,194	\$87,263	\$89,327	\$91,783
Fire Captain Paramedic	\$82,146	\$84,297	\$86,450	\$88,602	\$90,755	\$92,899	\$95,454
Police Lieutenant/Support Srvs Mgr./ IT Specialists/Police Prosecutor	\$77,512	\$80,586	\$83,662	\$86,734	\$89,811	\$92,881	\$95,435
Town Planner/Public Works Dept Supervisor/Chief Assessor	\$77,485	\$81,386	\$85,282	\$89,181	\$93,082	\$96,978	\$99,646
Deputy Fire Chief/DP Mgr/Town Engineer/Police Captain	\$86,221	\$89,799	\$93,375	\$96,950	\$100,524	\$104,095	\$106,957

Appendix B-3-1

Hudson Police, Fire, Town Supervisors Association Wage Schedule Effective July 1, 2021 (with Step Adjustment)

<u>Classification</u>	<u>Steps</u>						
	1	2	3	4	5	6	7
Animal Control Supervisor	\$45,827	\$47,118	\$48,405	\$49,695	\$50,984	\$52,386	\$53,827
Executive Coordinator (Police & Fire)	\$46,726	\$49,020	\$51,308	\$53,596	\$58,580	\$60,191	\$61,846
Associate Planner/Assessment Tech	\$62,168	\$63,857	\$65,545	\$67,234	\$68,916	\$70,812	\$72,759
Police Info Mgr/Fire Prevention Officer/ Computer Services Opr	\$64,531	\$65,870	\$67,144	\$68,414	\$69,680	\$71,596	\$73,565
Town Accountant/ Civil Engineer	\$64,531	\$68,592	\$72,652	\$76,713	\$80,772	\$82,994	\$85,276
Police Captain/Fire Marshall/ Zoning Admin./Fire Captain Training Officer	\$81,054	\$83,124	\$85,194	\$87,263	\$89,327	\$91,783	\$94,307
Fire Captain Paramedic	\$84,297	\$86,450	\$88,602	\$90,755	\$92,899	\$95,454	\$98,079
Police Lieutenant/Support Svcs Mgr./ IT Specialists/Police Prosecutor	\$80,586	\$83,662	\$86,734	\$89,811	\$92,881	\$95,435	\$98,059
Town Planner/Public Works Dept Supervisor/Chief Assessor	\$81,386	\$85,282	\$89,181	\$93,082	\$96,978	\$99,646	\$102,386
Deputy Fire Chief/DP Mgr/Town Engineer/Police Captain	\$89,799	\$93,375	\$96,950	\$100,524	\$104,095	\$106,957	\$109,898

Appendix B-3-2

Hudson Police, Fire, Town Supervisors Association Wage Schedule Effective July 1, 2021 (with 2.0% COL adjustment)

<u>Classification</u>	<u>Steps</u>						
	1	2	3	4	5	6	7
Animal Control Supervisor	\$46,744	\$48,060	\$49,373	\$50,689	\$52,004	\$53,434	\$54,903
Executive Coordinator (Police & Fire)	\$47,661	\$50,000	\$52,334	\$54,668	\$59,752	\$61,395	\$63,083
Associate Planner/Assessment Tech	\$63,411	\$65,134	\$66,856	\$68,579	\$70,294	\$72,228	\$74,215
Police Info Mgr/Fire Prevention Officer/ Computer Services Opr	\$65,822	\$67,187	\$68,487	\$69,782	\$71,074	\$73,028	\$75,036
Town Accountant/ Civil Engineer	\$65,822	\$69,964	\$74,105	\$78,247	\$82,387	\$84,654	\$86,982
Police Captain/Fire Marshall/ Zoning Admin./Fire Captain Training Officer	\$82,675	\$84,786	\$86,898	\$89,008	\$91,114	\$93,619	\$96,193
Fire Captain Paramedic	\$85,983	\$88,179	\$90,374	\$92,570	\$94,757	\$97,363	\$100,041
Police Lieutenant/Support Srvs Mgr./ IT Specialists/Police Prosecutor	\$82,198	\$85,335	\$88,469	\$91,607	\$94,739	\$97,344	\$100,021
Town Planner/Public Works Dept Supervisor/Chief Assessor	\$83,014	\$86,988	\$90,965	\$94,944	\$98,918	\$101,639	\$104,434
Deputy Fire Chief/DP Mgr/Town Engineer/Police Captain	\$91,595	\$95,243	\$98,889	\$102,534	\$106,177	\$109,096	\$112,096

Appendix B-4

Hudson Police, Fire, Town Supervisors Association Wage Schedule Effective July 1, 2022 (with 2.75% COL adjustment)

<u>Classification</u>	<u>Steps</u>						
	1	2	3	4	5	6	7
Animal Control Supervisor	\$48,029	\$49,382	\$50,731	\$52,083	\$53,434	\$54,903	\$56,413
Executive Coordinator (Police & Fire)	\$48,971	\$51,375	\$53,773	\$56,171	\$61,395	\$63,083	\$64,818
Associate Planner/Assessment Tech	\$65,155	\$66,925	\$68,694	\$70,465	\$72,227	\$74,215	\$76,255
Police Info Mgr/Fire Prevention Officer/ Computer Services Opr	\$67,632	\$69,035	\$70,370	\$71,701	\$73,028	\$75,036	\$77,100
Town Accountant/ Civil Engineer	\$67,632	\$71,888	\$76,143	\$80,399	\$84,653	\$86,982	\$89,374
F. Captain/Fire Marshall/ Zoning Admin./Fire Captain Training Officer	\$84,949	\$87,118	\$89,288	\$91,456	\$93,619	\$96,193	\$98,838
Fire Captain Paramedic	\$88,347	\$90,604	\$92,859	\$95,116	\$97,363	\$100,041	\$102,792
Police Lieutenant/Support Srvs Mgr./ IT Specialists/Police Prosecutor	\$84,458	\$87,682	\$90,902	\$94,126	\$97,344	\$100,021	\$102,771
Town Planner/Public Works Dept Supervisor/Chief Assessor	\$85,297	\$89,380	\$93,466	\$97,555	\$101,638	\$104,434	\$107,306
Deputy Fire Chief/DP Mgr/Town Engineer/Police Captain	\$94,114	\$97,862	\$101,608	\$105,354	\$109,097	\$112,096	\$115,179

Appendix B-5

Hudson Police, Fire, Town Supervisors Association Wage Schedule Effective June 30, 2023

<u>Classification</u>	<u>Steps</u>						
	1	2	3	4	5	6	7
Animal Control Supervisor	\$49,382	\$50,731	\$52,083	\$53,434	\$54,093	\$56,413	\$57,964
Executive Coordinator (Police & Fire)	\$51,375	\$53,773	\$56,171	\$61,395	\$63,083	\$64,818	\$66,600
Associate Planner/Assessment Tech	\$66,925	\$68,694	\$70,465	\$72,227	\$74,215	\$76,255	\$78,352
Police Info Mgr/Fire Prevention Officer/ Computer Services Opr	\$69,035	\$70,370	\$71,701	\$73,028	\$75,036	\$77,100	\$79,220
Town Accountant/ Civil Engineer	\$71,888	\$76,143	\$80,399	\$84,653	\$86,982	\$89,374	\$91,832
F. Captain/Fire Marshall/ Zoning Admin./Fire Captain Training Officer	\$87,118	\$89,288	\$91,456	\$93,619	\$96,193	\$98,838	\$101,556
Fire Captain Paramedic	\$90,604	\$92,859	\$95,116	\$97,363	\$100,041	\$102,792	\$105,619
Police Lieutenant/Support Srvs Mgr./ IT Specialists/Police Prosecutor	\$87,682	\$90,902	\$94,126	\$97,344	\$100,021	\$102,771	\$105,597
Town Planner/Public Works Dept Supervisor/Chief Assessor	\$89,380	\$93,466	\$97,555	\$101,638	\$104,434	\$107,306	\$110,257
Deputy Fire Chief/DP Mgr/Town Engineer/Police Captain	\$97,862	\$101,608	\$105,354	\$109,097	\$112,096	\$115,179	\$118,346