

WARRANT ARTICLE 6

Ratification of a Contract negotiated between the Town of Hudson Board of Selectmen and the Professional Firefighters of Hudson I.A.F.F. Local 3154 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 Professional Firefighters of Hudson I.A.F.F. Local 3154 which calls for the following increase in salaries and benefits:

Year	Amount
7/1/24 – 6/30/25	\$230,106
7/1/25 – 6/30/26	\$231,353
7/1/26 – 6/30/27	\$275,130

and to raise and appropriate the sum of \$230,106 for the 2024-2025 Fiscal Year, said sum representing the additional costs attributable to the increase in salaries and benefits over those paid in the prior Fiscal Year?

Recommended by the Board of Selectmen 5-0

Recommended/Not Recommended by the Budget Committee

Tax Rate Impact is \$0.05

**Town of Hudson
Hudson Firefighters IAFF
FY 2025 - FY 2027**

	<u>FY2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>TOTAL</u>
COLA %	3.0%	3.0%	4.0%	
COLA \$	\$77,931	\$84,879	\$122,687	\$285,497
Step \$	\$72,895	\$85,088	\$86,984	\$244,967
Education Incentive	\$7,500	\$0	\$0	\$7,500
Stipends	\$6,250	\$6,250	\$0	\$12,500
FICA & Medi	\$581	\$649	\$875	\$2,105
Medicare	\$2,276	\$2,432	\$2,874	\$7,583
Pension	\$48,672	\$52,055	\$61,710	\$162,437
Education Reimburse	\$3,000	\$0	\$0	\$3,000
Uniform Allowance	<u>\$11,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$11,000</u>
Total	<u>\$230,106</u>	<u>\$231,353</u>	<u>\$275,130</u>	<u>\$736,589</u>
Tax Rate Impact	\$0.05	\$0.05	\$0.06	\$0.16



AGREEMENT BETWEEN
THE TOWN OF HUDSON, NEW HAMPSHIRE
AND
THE PROFESSIONAL FIREFIGHTERS OF HUDSON
I.A.F.F. LOCAL #3154

July 1, 2024 – June 30, 2027

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ARTICLE I
AGREEMENT

This agreement is entered into on this day July 1st, of 2024, between the Town of Hudson, New Hampshire and the Professional Fire Fighters of Hudson, IAFF Local #3154 (as recognized by the Public Employee Labor Relations Board), hereinafter referred to as the Union.

ARTICLE II
PURPOSE

The purpose of this agreement is to foster harmonious relations between the employer and the Union, and to establish in a collective bargaining agreement, levels of wages, hours, and conditions of employment.

ARTICLE III
RECOGNITION

1. The Town recognized the Union as the exclusive bargaining agent for all permanent members of the Town's Fire Department to include the rank/classification of:

- Lieutenants
- Master Firefighters
- Firefighters
- Dispatchers
- Clerk/Dispatcher
- Fire Inspector

2. The term "employee" as used herein refers to members of this Union as listed above.

ARTICLE IV
EXCLUSIONS

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

- Chief
- Deputy Chief
- Fire Marshal
- Captains
- Executive Coordinator
- Administrative Aid
- Fire Prevention Officer
- Building Official

2. The inclusion or exclusion in the Union of new personnel classifications established by the Town subsequent to the effective date of this agreement shall be preceded by discussion with the Union. 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 Union agree not to discriminate against a member of the Union because of race, creed, color, sex, age, religion, national origin or membership or non-membership in the Union.

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 Union 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 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 judgment it deems necessary to maintain the efficiency of Fire Department operations; d) the right to determine the means, methods, budgetary and financial procedures and personnel which the Fire Department operations are to be conducted; e) the right to take such action as may be necessary to carry out the missions of the Fire Department in case of emergencies; f) the right to make rules, regulations, and policies not inconsistent with provisions of this Agreement and to require compliance therewith; and g) the right to subcontract.
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 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 Procedure Article XI of this Agreement.
3. Nothing in this Agreement shall be construed to limit the right of the Chief or his designee to command the Fire Department as their judgment directs them in any and all emergency situations as they deem to be appropriate.

ARTICLE VII SAVINGS CLAUSE

1. If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reasons of any existing or subsequently enacted State or Federal legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE VIII
UNION BUSINESS

1. One (1) Union representative shall be granted time to attend Union functions including attendance at conventions which are specifically listed as the following without loss of pay:
 - a. International Association of Fire Fighters Convention
 - b. IAFF Affiliate Leadership Training Summit
 - c. Professional Fire Fighters of New Hampshire
2. Thirty-days (30) notice in writing is required as a prerequisite to qualification for coverage for any Union convention.
3. A grievant and one (1) Union representative are each allowed one (1) hour without loss of pay (if either or both are on duty) during duty hours to process grievance through each step of the grievance procedure.
4. All personnel shall have such additional rights, if any, as are granted them under the New Hampshire revised statutes annotated.
5. The Town agrees that the Executive Board of the Union shall be allowed to meet in executive session at the Hudson Fire Department Central Station two (2) times per month as long as such meetings do not hinder the normal operation of the Fire Department and those attending any such executive session notify the officer in charge on duty. The Town also agrees that all membership meetings of the Local may be held at the Hudson Fire Department Central Station as long as the practical application of this paragraph does not hinder the normal operation of the Fire Department. All such meetings shall be scheduled in advance through the Chief.
6. All correspondence relating to the administration of this Agreement or matters between the Union and the Town will be addressed and delivered to the Chief or a Deputy Chief during their duty hours.
7. The Union shall have the right to erect bulletin boards in all fire stations and its location shall be approved by the Chief and the President of the Local.
8. A copy of this agreement shall be placed in all fire stations and will be available to all full-time personnel.
9. The Union will be afforded the opportunity to accompany the Chief or a Deputy Chief when notifying next of kin of any serious work related injury or death of a Union member, as specified by the employee in the Death and Serious Injury form.
10. The town agrees to provide WiFi access in the fire stations as most labor management communications are now electronic.

ARTICLE IX
DISCIPLINE AND TERMINATION FOR 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 the following: a) medically diagnosed incapacity to perform assigned duties when such incapacity will continue for more than one (1) year; b) Incompetence; c) behavior incompatible with effective conduct or duty; d) behavior detrimental to the Town, or e) failure to carry out assigned duties.

- a. Disciplinary action will normally be taken in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension without pay
4. Demotion if applicable
5. Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious to merit immediate suspension or discharge. In unique cases, demotions may be substituted for discharge as determined appropriate by the Chief and Board of Selectmen.

- b. All written warnings, suspensions, and discharge notices shall be in written form and identify the reason for the action. The employee shall receive written notice of their right to Union representation in all disciplinary matters. The employee (and the union, if requested by the employee) will receive a copy of such warnings and notices at least 24 hours prior to the effective date of any discipline.
- c. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.
- d. Written records relating to demotion or warnings and suspensions, or letters of commendation are considered to be of decreasing significance with the passage of time. Current information is given far greater weight than historical data. Pursuant to RSA 275:56 as amended, if, upon inspection of his/her personnel file(s), an employee feels a record contained therein should be removed or corrected in writing he/she may so request of the Chief. If the request is denied the employee may submit a written statement for the file(s) explaining his/her version of the information contained therein with evidence supporting such version. Such statement shall be maintained as part of the employee's personnel record.
- e. The Union has all the rights under RSA 273-A: 11 1. (a)

ARTICLE X CONSULTATION

1. Representatives of the Union may meet with the Chief or his designees once a month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. Nothing herein shall prevent the Chief or a Deputy Chief and the Union from meeting on a more or less frequent basis by mutual agreement.
2. Nothing herein shall prevent the Union from consulting with the Chief, or a Deputy Chief 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 XI 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" must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, and 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

The Union desiring to process a grievance must file a written statement of the grievance to the Chief no later than ten (10) calendar days after the employee knew, or should have known, the facts on which the grievance is based, and in no case more than one (1) month from the occurrence. The Chief shall meet with the employee and Union representatives (the number of representatives being limited to two (2)) within three (3) calendar days following receipt of the notice and shall convey the written decision within five (5) calendar days thereafter.

STEP TWO

If the employee is not satisfied with the decision of the Chief he/she may file within fourteen (14) calendar days following the decision a written appeal with the Board of Selectmen, or their designee, setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) calendar days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days

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

STEP THREE

If the employee is not satisfied with the decision of the Board of Selectmen, the Union may file, within twenty (20) calendar days following receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employee Labor Relations Board 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 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 representative 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. An employee may elect to be represented by the Union at any formal step of the grievance procedure.

ARTICLE XII NO STRIKE

1. The Union and its members agree not to cause, condone, sanction, or participate in any strike, walkout, slowdown, or work stoppage.
2. The Union and its members agree that each and every employee violating this Article shall be subject to disciplinary action by the Town.

ARTICLE XIII SENIORITY

1. The Town shall establish two (2) seniority lists, one (1) for Lieutenants/Master Firefighters/Firefighters and one (1) for Dispatchers. Each shall be brought up to date yearly during the month of December and posted on all fire station bulletin boards for a period of not less than thirty (30) days, and copies mailed to the Secretary of the Union. Any objection to the seniority lists as posted shall be reported within thirty (30) days of the end of the posting period by the individual employee. Seniority will commence from the first day of employment on a full-time basis as a probationary employee. Corrections to the seniority lists brought to the Town's attention after the thirty (30) day period will be corrected but would negate any benefits already awarded based on seniority.

2. In the event of more than one employee being hired simultaneously, the order of seniority will be determined by the dates shown on their employment applications. If date of hire and date of application are the same, employee seniority will be determined alphabetically by last name.
3. All newly hired or promoted employees shall serve a probationary period of nine (9) months. Employees shall have no rights based on seniority during this period. They shall, however, insofar as applicable, be subject to all other clauses in this Agreement with the exception of the use of the grievance procedure for termination or discipline reasons. All employees who have completed said nine (9) months of service shall be known as permanent employees and the probationary period shall be a credited part of the employee's seniority.

The Town agrees to provide training for all new or promoted employees at its expense as required by Town/Department regulations/policies and/or by State law during the probationary period. In the event that the employee is unable to complete the required training due to lack of course availability within the initial nine (9) month probationary period, he/she shall be provided with up to three (3) additional months to successfully complete the training and obtain the required certification.

Should a newly hired employee fail to achieve the required certification during the initial nine (9) month probationary period, or the extended probationary period, if applicable, the newly hired employee(s) shall be terminated. That termination shall not be grievable.

A promoted employee who does not successfully complete the required training in the initial probationary period or extended probationary period, if applicable, shall be demoted back to the previous position without loss of seniority. In addition, an employee promoted within the Department will be allowed to voluntarily demote back to his/her previous position without loss of seniority at any time during the initial or extended probationary period of applicability.

ARTICLE XIV HOLIDAY RATE OF PAY

1. Holiday pay will be paid for the twelve (12) named holidays listed below. All Lieutenants, Master Firefighters, Firefighters and Dispatchers who are off duty shall be paid eight (8) hours straight time for all holidays listed below in Paragraphs 2 and 3. The Fire Inspector is granted all named holidays listed below as a day off with pay.
2. Firefighters, Lieutenants, Master Firefighters and Dispatchers working the following holidays listed in this Paragraph 2 for a minimum of twelve (12) hours (commencing at 8:00 AM on the day of the holiday and ending at the conclusion of the shift) will be paid an additional ten (10) hours of straight pay:

New Year's Day
Washington's Birthday
Civil Rights Day
Memorial Day
Juneteenth

Columbus Day
Veteran's Day
Day after Thanksgiving

3. Firefighters, Lieutenants, Master Firefighters and Dispatchers will be paid double time for all hours worked on the following holidays listed in this Paragraph 3 (commencing at 8:00 AM on the day of the holiday and ending at the conclusion of the shift):

Fourth of July
Labor Day

Thanksgiving Day
Christmas day

4. Firefighters, Lieutenants, Master Firefighters and Dispatchers scheduled to work on Fourth of July, Labor Day, Thanksgiving, and/or Christmas Day may only use earned time on these holidays if it does not create a mandated shift absent a personal medical or family emergency. Lieutenants are not eligible to take Dispatcher shifts on Fourth of July, Labor Day, Thanksgiving, and/or Christmas Day.
5. Where a conflict exists between the State and National holiday, the Board of Selectmen shall determine the day to be celebrated.

ARTICLE XV CLOTHING ALLOWANCE

1. Uniforms will be furnished, in accordance with General Order Admn. 21, to each new employee of the bargaining unit. The initial issue of work uniforms shall consist of the following:

- 8 polo shirts (short or long sleeve)
- 1 Red polo shirt
- 4 pair of station work pants
- 2 Job shirts or 1 all weather jacket
- 1 pair of black work boots
- 1 black belt

2. All members of the Union will be provided with a seven hundred fifty dollar (\$750) clothing allowance each year, following the initial year of employment, for the purchase and/or replacement of work uniforms as approved by the Fire Chief.

All members shall be provided with their full clothing allowance on July 1st of each year; except that:

Members that complete their first year of service shall have their clothing allowance pro-rated during their second year of employment unless their date of employment coincides with the start of the budget year, July 1st.

EXAMPLE: If an employee were hired in December, they would be furnished with their full clothing issue as detailed in section 1 above. Upon completion of their first year, they would have access to six (6) months, or half, of their clothing allowance. This method would put all members on a fiscal year period for uniform allowance and not provide any Union member with an unfair or increased benefit.

The member's clothing allowance may be used to purchase / replace these items.

3. In the event that an employee is promoted from the rank of Firefighter to Lieutenant, he/she will be furnished, as an additional issue at no cost to the employee, with eight (8) short or long sleeve shirts.
4. The Town shall provide all employees with a complete Class A uniform upon successful completion of one (1) year of service within the Department.

**ARTICLE XVI
DEATH IN THE FAMILY**

1. Bereavement leave of twenty-four (24) consecutive scheduled work hours with pay shall be granted to Union employees in the event of the death of his/her:

Spouse	Child
Father	Father-in-law
Mother	Mother-in-law
Sister	Son-in-law
Brother	Daughter-in-law
Step-Father	Step-Brother
Step-Mother	Step-Child
Step-Sister	Grandmother
Grandfather	

A blood relative residing in the same household.

2. The Town may, upon recommendation by the Fire Chief, provide, up to, an additional twenty-four (24) consecutive scheduled work hours of paid bereavement leave in the event of the death of a spouse, child or blood relative residing in the same household.

**ARTICLE XVII
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:
 - a. 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 and are based on a year of employment being equal to 2184 hours for Lieutenants, Master Firefighters, Firefighters, Dispatchers and Clerk Dispatchers.

Years of Service	Hours Accrued per hour of Pay Status	Hours Accrued per year
0 thru 6	.1099	240
7 thru 15	.1374	300
After 15	.1648	360

- b. Employees who are employed in a permanent position of at least 75 percent time are covered by Earned Time. The annual rates are as follows and are based on a year of employment being equal to 2080 hours for Fire Inspectors.

Years of Service	Hours Accrued per hour of Pay Status	Hours Accrued per year
0 thru 6	.07693	160
7 thru 15	.09615	200
After 15	.11538	240

3. For purposes of this policy, years of service will be calculated in a manner identical to that used for purposes of Seniority (Article XIII). 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 time may be used any time after being earned, including during an employee's Probationary period. No more than four (4) personnel may use earned time during the same time. Earned time may not be revoked or rescinded, except for emergency purposes (weather event, multi-alarm fire, hazmat incident, mass casualty, or similar event) as determined by the Chief. It is expected that all absences which allow for advance approval by the Chief or his designee will be requested in advance to provide for adequate scheduling with reasonable notice to those affected by the absence.
- b. Earned days may be used in the following manner:
1. Personnel assigned to Fire Suppression or Dispatch shall utilize earned time in blocks of four or more hours.
 2. Personnel assigned to Inspectional Services shall utilize earned time in blocks of one or more hours.
- c. Earned Time benefits accrue only during the initial three (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 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 ninth (9th) calendar day absence due to illness, injury, or other disability. For employees working 2080 hours per year the use of pool days may begin on the sixth consecutive workday absence due to illness, injury, or other disability.
 2. A physicians' report must accompany the request to use Pool days.
 3. The employee may continue using Pool days until his/her Pool is exhausted, or until no longer disabled.
 4. Periodic doctor's reports may be required.
 5. 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.
 6. An exception to 6.a.1) above, regarding the beginning on the ninth (9th) calendar day to access the Sick Leave Pool may be granted when:
 - An employee returns to work after using Sick Pool days but is disabled again within ten (10) working days of return.
 - The disability is from the same cause as the original Sick Pool usage.
 - The disability is certified by a physician to be the same as the original use.

Under these circumstances, the Chairman of the Board of Selectmen may grant an exception to beginning on the ninth (9th) calendar day to access the Sick Leave Pool.

7. Maximum Carryover

- a. Employees on roll effective July 1, 2006, 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, 2006, 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 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) week 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 termination is for cause, the employee shall not be entitled to an earned-time payout unless otherwise expressly approved by the Board of Selectmen.

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.

8. Buy-Out

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 of 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. Longevity Earned Time

After twenty (20) years of continuous full-time service in the Town Fire Department employees will receive forty-eight (48) hours of Earned Time. This time may not be sold back to the Town and will not be paid out when leaving employment.

ARTICLE XVIII
INSURANCE

Insurance benefits will be provided at the level and within the conditions of coverage in effect on July 1, 1989 for the duration of this Agreement. Brief descriptions of the coverages provided are listed below in this Article.

1. Effective January 1, 2017, the Town pays eighty (80%) of the premium cost for employees enrolled in BC2T20; AB5; and Lumenos 25 (\$2500/\$5,000) 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 receive 100% Town paid single coverage until a qualifying event.

In the event that an employee chooses the Lumenos plan the Town will contribute to a Health Savings Account each January, even during the status Quo period, \$2000 for a single plan, \$4,000 for a two-person plan, and \$5,000 for a member electing the Family Plan. The town will make the appropriate arrangements to assure that this article is fully funded as a cost item.

2. 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 proof of coverage under another dental insurance plan.

3. 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.
4. For full time employees hired prior to July 1, 2014, the following shall apply:
 - a. An employee who is eligible for single coverage shall receive pay in lieu of coverage, payable in weekly installments of \$129.20.
 - b. An employee who is eligible for 2 person coverage shall receive pay in lieu of coverage, payable in weekly installments of \$193.80.
 - c. An employee who is eligible for family coverage shall receive pay in lieu of coverage, payable in weekly installments of \$239.02.
5. For full time employees hired on July 1, 2014 or thereafter the following shall apply:
 - a. An employee who is eligible for single coverage shall receive pay in lieu of coverage, payable in weekly installments of \$50.00.
 - b. An employee who is eligible for 2 person or family coverage shall receive pay in lieu of coverage, payable in weekly installments of \$100.00.
6. 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.
7. 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:
 - a. Single - \$5.12
 - b. 2 Person - \$9.92
 - c. Family - \$18.04
8. 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:
 - a. Single - \$5.12
 - b. 2 Person and Family - \$9.92
9. Employees who are on unpaid personal leave of absence will not receive 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 shall not receive the balance of

the payment. Employees who change their health insurance coverage mid-year shall have their opt out payment pro-rate or discontinued in accordance with their new coverage selection.

10. Employees hired before July 1, 2014 shall be grandfathered at the flex rates under Article XVIII Section 4 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 time of not receiving any flex benefits the employee will receive flex benefits in accordance with article XVIII section 5.
11. The 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.
12. The parties' recognize that increasing health insurance premium cost is adversely affecting both the Town and the Employees. In the event the Town or Union determines there is a need to consider other providers, cost reducing alternative 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 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.
13. Life Insurance: Employees are provided with term life insurance of one times the employee's base salary rounded to the next nearest thousand dollars but in no case less than \$15,000, paid by the town.
 - 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 percent (100%) of the employee's regular rate of pay.
 - c. Upon receipt of the delayed disability payments, if that were 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.
14. Disability Insurance: Employees are insured for 60% of wages lost due to non-related work injury or illness. The cost of the insurance is paid for by the Town.
15. Retirement: The Town of Hudson agrees to provide retirement coverage and benefits as prescribed and to the extent required by New Hampshire law. Employee contributions will be offered on the basis

of tax-sheltered contributions (thus reducing gross taxable income at time of deduction from wages) unless otherwise directed by the employee.

ARTICLE XIX PAYROLL DEDUCTION OF DUES

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 of the Union from the weekly wages of such employees covered by this agreement and pay the total amount of dues collected to the Treasurer of Local 3154 once a month along with a statement indicating who has paid dues.
2. If the employee has no check coming to him/her, or if their check is not large enough to satisfy the dues, then no deductions will be made for him/her.
4. The union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the representation fee. The Union 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.

ARTICLE XX UNION SECURITY

1. All employees who are members of the Union on the date of execution of this Agreement, as referenced in Article I, shall remain members during the terms of the Agreement, except that employees shall be entitled to withdraw their membership and support of the Union during the period of one-hundred-and twenty (120) days before the termination of the agreement until thirty (30) days prior to the termination of the agreement.
2. Persons that become members of the Union following the execution of the agreement shall have the same "window period" for revocation of membership and dues.

ARTICLE XXI WAGES AND HOURS

1. The Town agrees to provide compensation in wages as detailed in Appendix A as attached to this agreement.
 - a. Wage Adjustments
 1. Effective 0800 hours on July 1, 2024, the wage schedule shall be adjusted by 3% as represented in Appendix A-1 Hudson Fire Department Wage Schedule.
 2. Effective 0800 hours on July 1, 2025, the wage schedule shall be adjusted by 3% as represented in Appendix A-2 Hudson Fire Department Wage Schedule.
 3. Effective 0800 hours on July 1, 2026, the wage schedule shall be adjusted by 4%

as represented in Appendix A-3 Hudson Fire Department Wage Schedule.

4. The Parties agree to adopt the Wage Schedule Step System Eligibility schedule as set forth in Appendix A-4.
5. New employees of the Hudson Fire Department shall receive credit for prior complete years of full-time service in a professional fire department or EMS agency for purposes of initial placement on the Wage Schedule Step System as set forth in Appendix A-4. Years of service for newly hired employees will be determined by the Fire Chief. After initial placement on the wage scale, future step increases for newly hired employees will occur on the anniversary of the date of hire.

2. Work Schedule:

- a. For the purpose of implementation of this work schedule, the term "work day" shall mean a twenty four hour work day for Firefighters, Master Firefighters and Lieutenants
- b. Firefighters, Master Firefighters and Lieutenants shall work an average of forty two hours per week on an eight day cycle. Personnel who are on duty as a result of the 24-hour service period of a piece of apparatus shall work a duty shift comprised of one (24 hour) day on followed by two (48 hour) days off, then one (24 hour) day on followed by four (96 hour) days off. The cycle then repeats itself.
- c. For the purposes of the dispatcher work schedule, the term "work day" shall mean a twelve hour work day.
- d. The work schedule for dispatchers shall be based on a four person rotation with the following schedule: two twelve hour day shifts followed by two twelve hour night shifts, followed by four days off. The hours of the day shift will be from 0800 hours to 2000 hours. The hours of the night shift will be from 2000 hours to 0800 hours.
- e. The Fire Inspector's normal work schedule will be Monday through Friday, 0800 to 1700. This is a forty (40) hour work week. The Hours worked over forty (40) per week will be paid at one and one-half times his/her normal salary

3. Union members may be employed by the Town to provide services unassociated with their normal duties and responsibilities. The nature of the work would be considered irregular or temporary. As such, it is not covered by this Agreement, but rather would be contracted in accordance with Article VI Sec. 1 g) of this Agreement. Full compliance with the Fair Labor Standard Act (FLSA) shall be assured.

ARTICLE XXII
OVERTIME

1. The ranks of Lieutenant, Master Firefighter and Firefighter will be compensated at time and one half (1.5) of their regular rate for all hours worked outside of their regular schedule. Dispatchers will be compensated at time and one half (1.5) of their regular rate for all hours worked outside of their regular schedule and for all hours above forty (40) hours in a seven (7) day period.

2. Dispatchers and Clerk/Dispatchers and Fire Inspectors will be paid at a rate of time and one-half for all hours worked in excess of forty (40) in the work week. Holiday pay shall be considered as time worked for the purpose of calculation of overtime compensation.
3. Firefighters, Master Fire Fighters and Lieutenants shall not work in excess of forty eight (48) consecutive hours without a twelve (12) hour rest period between shifts unless approved by a Chief Officer.

Dispatchers shall not work in excess of eighteen (18) consecutive hours without a twelve (12) hour rest period between shifts unless approved by a Chief Officer.

No employee shall work in excess of ninety-six (96) hours in a single pay week, inclusive of regular hours, swaps, details, and overtime, unless approved by a Chief Officer.

4. When an employee is called back to work or kept beyond his/her regular shift he/she will be paid a minimum of one (1) hours pay at the appropriate rate, in accordance with Sections 1 and 2 above.
5. An employee upon being notified to work overtime after working a full duty shift when no emergency is involved will be given one (1) hour leave with pay to attend to personal business. The one (1) hour leave will be given at such time as to permit the purchase of food during supermarket hours, prior to the meal for which the food is to be used. The hour of leave will be given at a time set at the discretion of the Chief or designee and will not further necessitate covering that one (1) hour absence.
6. The assignment and distribution of overtime for employees shall be made in accordance with the methods set forth in this article. The overtime list shall consist of a voluntary request by the Department for volunteers . Qualified individuals are automatically placed on the voluntary overtime list. Members wishing to remove themselves from the voluntary overtime list must do so in writing to the Fire Chief or designee. Overtime opportunities are voluntary and shall be offered to those individuals whose name is at the top of the appropriate list (according to job classification) and shall be offered in order of the next available shift. After being offered, the overtime shall be considered as overtime actually worked. Overtime is accepted or rejected when offered. The name shall be moved to the bottom of the list. An individual who is called for overtime, and cannot be reached, will remain on the top of the list until contacted, or until the next overtime shift becomes available. No probationary firefighter may work an overtime shift until the probationary firefighter has completed ninety (90) days of full time employment, and they have completed the following:

- Are approved as an EMS Primary Attendant
- Are certified to operate: ambulance and engine
- Are approved in dispatch

Probationary Dispatchers must have completed sixty (60) days of full time employment and must have completed two (2) satisfactory evaluations from the Dispatch Supervisor. They then shall be placed on the Dispatcher overtime list.

Personnel on vacation, sick leave, earned time or any other type of leave will not be called but will remain on the list.

When being offered overtime, it is agreed that the employee will accept only a single shift when offered, and will not accept a second shift until the rotation has been completed. No employee shall work in excess

of four (4) consecutive shifts (48 hours) without a twelve (12) hour rest period between shifts unless approved by a Chief Officer. In the event that a lieutenant does not volunteer for overtime, a firefighter may work for a lieutenant provided they are qualified to be an acting lieutenant. The position of acting lieutenant will be available to those that have successfully passed the most recent fire lieutenant's examination with a minimum score of 75% and have been appointed to the acting position by the Fire Chief. The Fire Chief shall not unreasonably withhold the appointment of acting lieutenant for any individual who passes with a minimum score of 75% on the fire lieutenant's examination.

Filling of lieutenant's vacant shift shall be done using the members of the shift in which the vacancy occurs if possible. This will create a vacancy in the firefighter's rank, which will be filled using the Department's overtime list as described above.

The acting lieutenant will be paid the minimum rate of pay for a lieutenant for all hours worked, while assigned to the acting lieutenant's position. Upon the completion of shift coverage, the firefighter will revert back to all normal duties of a firefighter or lieutenant unless the position being covered is for more than one shift. The acting lieutenant will continue to have the authority and responsibilities of a full time lieutenant while they are assigned to this position.

In the event that the above voluntary overtime list is exhausted and/or more than fifty (50%) percent of the Union members request to be removed from the voluntary overtime list, the Department may utilize mandatory shift coverage. The on-duty shift shall fill all vacancies that are created by the oncoming shift. Employees have the option to work or swap away this coverage, but the employee responsible for the coverage shall be responsible to provide equal coverage for the vacancy. A list by seniority shall be maintained by each shift to cover these vacancies. The list shall rotate starting with the employee that is next on the list after the last coverage has been filled. There shall be a second list established for officer's positions, firefighters, paramedics and dispatchers. At no time shall this mandatory coverage interfere with an individual's use of earned time or exceed forty-eight (48) consecutive hours worked of which only twelve (12) hours can be mandated.

ARTICLE XXIII WORKING OUT OF CLASSIFICATION/RANK

If a position is vacant for a period of time more than one (1) duty shift payment occurs if the Town fills the position by means of a temporary upgrade. This right does not, however, limit the Town from filling such vacancies by means of overtime assignments within rank.

ARTICLE XXIV DUTY SHIFT SWAPS

1. The Town agrees to allow swaps of scheduled duty shifts for Firefighters, Lieutenants, and Dispatchers in increments of four (4) hour units but not more than the equivalent of eight (8) twenty-four hour shifts (192 hours) per calendar year. In the event of an emergency requiring less than four (4) hours, a duty swap of less than four (4) hours may be approved by a chief officer.
2. Requests for swaps will be forty-eight (48) hours in advance. In the event that a full twenty four (24) hour shift swap is to be covered, no more than two employees shall be scheduled for this coverage.

3. Swaps shall take place between two parties and shall be covered in the following manner:

Permanent Firefighter/Master Firefighter for Permanent Firefighter/Master Firefighter
Permanent Lieutenant for Permanent Lieutenant
Dispatcher for Dispatcher

4. Once the swap is approved, the member that has agreed to cover the assigned shift, not the Administration, is responsible to make sure that the shift is covered by a qualified member of the Department.

ARTICLE XXV 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. A budget of \$9,000 shall be available each year to cover the cost of the benefit for Union employees.

All members of the Bargaining Unit who access course payment benefits will be required to remain in service in the Town's Fire Department for a minimum of one (1) year. If an employee does not return to service for the required one (1) year period, then the employee agrees to reimburse the cost of the previous one (1) year's tuition for all course payment expenditures by the Town over \$250.

All members of the Bargaining Unit who access course payment benefits must submit an itemized receipt indicating the employee has paid for the course within sixty (60) days following satisfactory completion of the course. If the Town has paid for the course directly to the educational institution no such receipt is necessary. In no event will reimbursement be available for amounts paid by other forms of compensation, such as grants, scholarships, etc.

3. All courses must be approved by the Chief, in accordance with policy Adm. #24, to be eligible for reimbursement by the Department. All requests shall be considered on a first come first served basis.
4. Town provides all required training materials and manuals.
5. The Town agrees that training for members of the Union will be conducted on shift whenever practical. Exceptions to this Article would include large scale department training sessions requiring participation of all department personnel for the purpose of employee safety, efficiency, or cost effectiveness.
6. Union members required to report to training sessions while off duty shall be compensated at the overtime rate.
7. Incentives:

Formal Education Incentives

Employees who have attained the following degrees in a course of study relevant to their position and as approved by the Fire Chief shall receive, beginning in the second year of employment, an annual stipend in the following amounts:

- A. Associates Degree \$525.00
- B. Bachelors Degree \$975.00
- C. Masters Degree \$1,200.00

The Fire Chief's approval of a course of study for stipend eligibility shall be final and is not subject to the grievance procedure articulated in this agreement.

It shall be the responsibility of the employee requesting consideration for a Formal Education Incentive stipend to present proof of the degree(s) earned to the Fire Chief 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 degree(s) are earned. No credit will be given for degrees obtained after August 1 of each year until the following contract year.

Other Incentives

Employees who attain the following certifications shall receive, beginning in the second year of employment with the Town, an annual stipend in the following amount:

- a. Rope Rescue Technician \$250.00
- b. Trench Rescue Technician \$250.00
- c. Swift Water Technician \$250.00
- d. Confined Space Technician \$250.00
- e. Ice Rescue Technician (or equivalent) \$250.00
- f. Structural Collapse Technician \$250.00
- g. Fire Service Telecommunicator \$250.00
- h. Radio Technician \$250.00
- i. Communications Training Officer \$250.00

These amounts are cumulative. Employees who have taken these courses must maintain the qualifications through refresher training on an annual basis. Proof of qualification maintenance must be submitted to the Fire Chief on an annual basis. Failure to submit adequate proof of qualification maintenance for any qualification will result in loss of the annual stipend.

Payment of Incentives

These stipends are to be paid annually during the first pay period of December, but only if the employee is employed by the Hudson Fire Department as of the first pay period of December.

8. Paramedic Tuition:

The parties agree that any individual Union member who voluntarily requests to take part in, and is selected, at the Department's direction, to participate in the attainment of a paramedic certification and licensure will be subject to the following:

- a. The Town shall pay the cost of tuition, books and supplies for the Paramedic training program if the employee successfully completes the program. The employee will be allowed to attend this training on school time and will not have to use earned time.
- b. The Town shall be entitled to reimbursement for the tuition if the employee does not remain in the employ of the Town for a period of two and one-half (2 1/2) years from the beginning of the program. The Town shall forgive 1/30th of the reimbursement by the employee for each month the employee is employed by the Town beginning with the commencement of the program. After a period of two and one-half (2 1/2) years of employment after commencement of the program, the Town will not be entitled to any reimbursement.
- c. Union employees shall be considered and selected under the provisions of HFD GO EMS-15, Paramedic School Application / Selection Process.

ARTICLE XXVI SAFETY AND HEALTH

1. The Town and the Union shall fully cooperate in matters of safety, health and sanitation affecting the employees. There shall be established a departmental safety committee, comprised of two (2) members named by the Union, one (1) full time Captain. The Chief or his designee shall act as Safety Committee Coordinator. The committee shall meet quarterly and will keep minutes of all proceedings. A copy of the minutes and any reports issued by the committee shall be posted at each station. The committee shall report its suggestions and results to the Deputy Chief and forward a copy to the Fire Chief and the Union. The committee may recommend to the Chief such things as the types of clothing and equipment to be utilized and provided by the Department, procedures to improve and ensure safe working conditions and suggestions for any type of safety improvement as a result of reviewing accident data and statistics. There shall be no compensation paid for attendance at committee meetings by members of the Union unless they are on duty.
2. The Town will make available and assume all costs for each member of the Union to receive proper vaccination against Hepatitis B, and annual tuberculosis (TB) screening.

ARTICLE XXVII PERSONNEL REDUCTION AND RECALL

1. In the case of a reduction of personnel within the bargaining unit, the employee with the least seniority within the affected classification shall be laid off first.
2. The names of employees laid off from the Union will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered recall in the order of greatest seniority if vacancies occur in their job classification. If a laid off employee is notified by telephone or by a letter sent to his/her last known address on the records of the Fire Department to return to work, he/she must notify the Department within two (2) days of his/her intentions to comply or accept and must report to work within ten (10) days of such notification or he/she will cease to have any rights based on seniority and shall be terminated.

3. Recalled employees who return to work will be credited with prior length of service, provided such employee has not withdrawn his/her contributions from the State Retirement System.

ARTICLE XXVIII INDEMNIFICATION

The Town indemnifies employees for expenses or damages incurred in the defense or settlement of a claim against him/her which arises out of actions within the scope of official duties or employment in good faith as detailed in the Hudson Town Code Section C-97 (as amended 11/3/87 by Charter Amendment No.35).

ARTICLE XXIX EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement of the Town and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
2. The parties acknowledge that during 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 Union, 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 referenced to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by 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.

ARTICLE XXX LAYOFF

In the event of a lay-off part-time Dispatchers will be laid off prior to Union members.

ARTICLE XXXI PHYSICAL FITNESS

1. Fire Fighters will be allowed to exercise while on duty, in accordance with General Order TRNG-4.
2. The Town will provide space at each fire station for an exercise room.

ARTICLE XXXII
ON THE JOB INJURIES

1. If an employee is injured on the job he/she will be permitted to utilize the Earned Time benefit and Earned Time Pool days to convert the period between the time of their injury and the date when the benefit payments are received from the Workmen's Compensation insurance carrier.
2. When worker's compensation benefit payments are received an employee may repurchase any or all Earned Time or Earned Time Pool benefits utilized to cover days of absence compensatory by virtue of the Worker's Compensation benefit. Such repurchase may be accomplished by "signing over" a portion of the Worker's compensation received from the insurance carrier.
3. In no case shall the combination of Town provided coverage, workers compensation payments and earned time equal more than one hundred percent (100%) of the employee's regular rate of pay.

ARTICLE XXXIII
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 may 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 XXXIV
LIGHT DUTY

1. The Town agrees that when light duty is either offered or required, meaningful opportunities will be mutually identified in the Hudson Fire Department before offering light duty in other Town Departments.

ARTICLE XXXV
MILITARY LEAVE & COURT / JURY LEAVE

1. Military Leave

- a. Any permanent employee enlisting or inducted into the Armed Forces of the United States or who as a member of a 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, except that the employee shall not accrue vacation, holiday or sick leaves during the period the employee is absent from Town employment.
- b. Any employee who is a member in 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 service in the service of the State of New Hampshire at the call of the Governor without regard to length of time, and for military services in the services of the United States for a period not to exceed a total of fifteen (15) calendar days in 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 fifteen (15) 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 fifteen (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. The employee shall be able to utilize earned time to supplement the employee's military pay up to his regular base salary for a week. 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 to reemployment as set out above. An employee who is entitled to leave without pay shall not accrue any leave while receiving military leave without pay and shall not lose any previously accrued leaves and shall return to the same or another position similar in pay, seniority, benefits 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 on request.
- e. Any enhancement(s) to the above provisions for 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.

2. Court / Jury Leave

- a. Any regular full-time 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 his / her 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 be excused if his / her 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 will 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, unless the employee wishes to or has used earned time for that jury duty day.
- b. The employee is responsible to turn over jury or witness fees to the Town excluding mileage fees.
- c. Time away will not affect earned time accruals.
- d. Employees who appear in court as the Plaintiff or Defendant in any action not related to their official duties shall not be paid for time away from work unless that time is taken as earned time. Court payment for travel expenses are to be retained by the employee.
- e. The employee may keep any court payment for services performed on the days of his / her regularly scheduled weekend or performed while on earned time leave.

ARTICLE XXXVI COMMUNITY SERVICE

Members of the Union shall be required to attend community service events in the Town which feature the Fire Department at least once a year between July 1 and June 30. Examples of such community service events include marching in a parade, appearing at Old Home Days, or otherwise representing the Department in a function designated by the Fire Chief 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. When a member is called back to work a community service event or kept beyond his/her regular shift he/she will be paid a minimum of four (4) hours call-back pay at the appropriate rate.

ARTICLE XXXVII
DURATION

1. This Agreement shall be in full force and effect from July 1, 2024 and shall expire on June 30, 2027.
2. If the Board of Selectmen fails to act with respect to this Agreement within thirty (30) days subsequent to the "tentative agreement" date of the parties, the Union 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.

FOR THE UNION

FOR THE TOWN OF HUDSON

Chief Negotiator

Chief Negotiator

I.A.F.F. Local 3154

BOARD OF SELECTMEN

MA

[Signature]

[Signature]

[Signature]

APPENDIX A-1

**Hudson Fire Department
Wage Schedule**

Effective July 1, 2024

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter/EMT	\$22.00	\$23.10	\$25.32	\$26.59	\$27.92	\$29.32
Firefighter/AEMT	\$24.52	\$25.75	\$27.04	\$28.39	\$29.81	\$31.30
Firefighter/Paramedic	\$26.88	\$28.22	\$29.63	\$31.13	\$32.69	\$34.32
Master Firefighter/AEMT	X	X	X	X	\$31.30	\$32.86
Master Firefighter/Paramedic	X	X	X	X	\$34.32	\$36.03
Lieutenant/AEMT	\$32.93	\$34.55	\$36.29	\$38.10	\$40.00	\$42.00
Lieutenant/Paramedic	\$34.53	\$36.25	\$38.06	\$39.96	\$41.96	\$44.06
Dispatcher	\$21.47	\$22.00	\$23.10	\$24.25	\$25.46	\$26.73
Fire Inspector	\$27.22	\$27.83	\$28.45	\$29.46	\$30.49	\$31.56

APPENDIX A-2

**Hudson Fire Department
Wage Schedule**

Effective July 1, 2025

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter/EMT	\$23.80	\$26.08	\$27.39	\$28.76	\$30.19	\$31.70
Firefighter/AEMT	\$26.52	\$27.85	\$29.24	\$30.70	\$32.24	\$33.85
Firefighter/Paramedic	\$29.07	\$30.52	\$32.06	\$33.66	\$35.35	\$37.11
Master Firefighter/AEMT	X	X	X	X	\$33.85	\$35.54
Master Firefighter/Paramedic	X	X	X	X	\$37.11	\$38.97
Lieutenant/AEMT	\$35.59	\$37.38	\$39.24	\$41.20	\$43.27	\$45.43
Lieutenant/Paramedic	\$37.33	\$39.20	\$41.16	\$43.22	\$45.38	\$47.65
Dispatcher	\$22.66	\$23.80	\$24.97	\$26.22	\$27.53	\$28.91
Fire Inspector	\$28.67	\$29.30	\$30.34	\$31.40	\$32.50	\$33.64

APPENDIX A-3

**Hudson Fire Department
Wage Schedule**

Effective July 1, 2026

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter/EMT	\$24.75	\$27.12	\$28.48	\$29.91	\$31.40	\$32.97
Firefighter/AEMT	\$27.58	\$28.96	\$30.41	\$31.93	\$33.52	\$35.20
Firefighter/Paramedic	\$30.23	\$31.74	\$33.34	\$35.01	\$36.76	\$38.60
Master Firefighter/AEMT	X	X	X	X	\$35.20	\$36.96
Master Firefighter/Paramedic	X	X	X	X	\$38.60	\$40.53
Lieutenant/AEMT	\$37.01	\$38.87	\$40.81	\$42.85	\$45.00	\$47.25
Lieutenant/Paramedic	\$38.83	\$40.77	\$42.81	\$44.95	\$47.20	\$49.56
Dispatcher	\$23.57	\$24.75	\$25.97	\$27.27	\$28.63	\$30.07
Fire Inspector	\$29.81	\$30.47	\$31.56	\$32.66	\$33.80	\$34.99

**APPENDIX A-4
WAGE SCHEDULE
STEP SYSTEM ELIGIBILITY
EMPLOYEES HIRED OR PROMOTED**

FIREFIGHTER

- Step 1: Upon hire.
- Step 2: 1st Anniversary of hire date or one (1) year of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 3: 2nd Anniversary of hire date or two (2) years of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 4: 3rd Anniversary of hire date of three (3) years of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 5: 4th Anniversary of hire date or four (4) or more years of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 6: 5th Anniversary of hire date or five (5) or more years of total combined service in Hudson and other professional fire departments/EMS Agencies.

MASTER FIREFIGHTER

- Step 5: Upon completion of five (5) total years of service in Hudson as a professional firefighter plus satisfactory completion of all educational and other requirements as defined in Appendix B “Master Firefighter Concept.”
- Step 6: Upon completion of six (6) total years of service in Hudson as a professional firefighter plus satisfactory completion of all educational and other requirements as defined in Appendix B “Master Firefighter Concept.”

LIEUTENANT

- Step 1: Upon promotion to Lieutenant.
- Step 2: 1st Anniversary of promotion date.
- Step 3: 2nd Anniversary of promotion date, or Master Fire Fighter upon promotion to Lieutenant.*
- Step 4: 3rd Anniversary of promotion date.
- Step 5: 4th Anniversary of promotion date.
- Step 6: 5th Anniversary of promotion date.

* Master Firefighters who successfully complete the Lieutenant examination and are promoted to Lieutenant will be placed on Step 3 of the Lieutenant wage scale.

DISPATCHER

- Step 1: Upon hire.
- Step 2: 1st Anniversary of hire date plus APCO Certification* or one (1) year of total combined service in Hudson and other professional fire departments/EMS Agencies plus APCO Certification.
- Step 3: 2nd Anniversary of hire date or two (2) years of total combined service in Hudson and other professional fire departments/EMS Agencies plus APCO Certification.
- Step 4: 3rd Anniversary of hire date or three (3) years of total combined service in Hudson and other professional fire departments/EMS Agencies plus APCO Certification.
- Step 5: 4th Anniversary of hire date or four (4) or more years of total combined service in Hudson and other professional fire departments/EMS Agencies plus APCO Certification.
- Step 6: 5th Anniversary of hire date or five (5) or more years of total combined service in Hudson and other professional fire departments/EMS Agencies plus APCO Certification.

* Public Safety Telecommunicator I.

FIRE INSPECTOR

- Step 1: Upon appointment.
- Step 2: 2nd Anniversary of date of appointment or two (2) years of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 3: 3rd Anniversary of date of appointment or three (3) years of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 4: 4th Anniversary of date of appointment or four (4) years of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 5: 5th Anniversary of date of appointment or five (5) or more years of total combined service in Hudson and other professional fire departments/EMS Agencies.
- Step 6: 6th Anniversary of date of appointment or six (6) or more years of total combined service in Hudson and other professional fire departments/EMS Agencies.

APPENDIX B
MASTER FIREFIGHTER CONCEPT

The following guidelines will be applied concerning a Firefighter's eligibility for promotion to the Master Firefighter position and conditions of the position:

- A. Candidates must have a minimum of five (5) total years of service in the Hudson Fire Department as a Firefighter.
- B. Candidates must have successfully completed the following courses:
 - 1. Driver Operator – All Vehicles
 - 2. Driver Operator – Aerial Apparatus
 - 3. Driver Operator – Pumper
- C. A Master Firefighter may be relieved of his or her status as a Master Firefighter by the Fire Chief with just cause.
- D. The designation of Master Firefighter is a recognition of a Firefighter's knowledge and experience, regardless of job assignment.
- E. Wages will be paid to Master Firefighter's as reflected in Appendices A-1 through A-4.
- F. No later than June 30, 2025, the Town shall provide sufficient funding and/or sponsor all requirements to become a Master Firefighter for all Firefighters who have a minimum of four (4) total years of service as a Firefighter in the Hudson Fire Department as of July 1, 2024.