

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF HUDSON
AND
HUDSON POLICE SUPERIOR OFFICERS' ASSOCIATION/MCOP, LOCAL 433
REGARDING REVOCATION OF CIVIL SERVICE FOR POLICE DEPARTMENT

WHEREAS, the Town of Hudson (the "Town") and the Hudson Police Superior Officers' Association/MCOP, Local 433 (the "Union") have negotiated over terms and conditions that will apply in the event the 2021 Annual Town Meeting approves a warrant article revoking acceptance of the Civil Service law; and

WHEREAS, the Town and the Union agree to amend their Collective Bargaining Agreement for the period of July 1, 2019 through June 30, 2022 to reflect the items they agreed upon as well as to conform to revocation of Civil Service; and

WHEREAS, the Town and the Union agree that this Memorandum of Agreement shall only take effect if the 2021 Annual Town Meeting approves revocation of Civil Service.

NOW, THEREFORE, the Town and the Union agree to amend their 2019-2022 Collective Bargaining Agreement as follows:

1. Seniority.

a. For employees appointed before the removal of the Department from Civil Service, seniority shall continue to apply as set forth in Article 14 of the current (2019-2022) Collective Bargaining Agreement (the "CBA").

b. For employees appointed after the effective date of removal from Civil Service, seniority shall also be applied as set forth in Article 14 of the CBA; provided, however, the employee's original date of appointment in the Department shall be used in case of a tie.

2. Layoff and Recall.

a. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal rights shall continue to apply, except as may be provided otherwise in specific language in the parties' CBA.

b. Employees appointed after the removal of the Department from Civil Service may be laid off in accordance with Article 2 of the parties' CBA. The Chief of Police shall decide what

rank or ranks shall be affected. In the event of a layoff, the least senior employee or employees in a rank shall be laid off first. Five (5) days' advance notice of the contemplated layoff shall be given to the affected employee in writing; a copy of such notice shall also be given to the Union.

A laid off employee shall have recall rights for a maximum period of one (1) year. Recall shall be in order of seniority by rank. The Chief of Police shall determine what rank or ranks are recalled. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Hudson Police Department. Any person declining or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived at the discretion of the Chief of Police. Prior to returning to work, a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination and background investigation as the Chief of Police, in his discretion, deems necessary and appropriate. If, based on the results or such examination or investigation, the Chief of Police rescinds the offer of recall, then he shall provide the employee with a written statement of his reasons for the rescission. This rescission shall not be subject to the grievance and arbitration provisions of the CBA.

Laid off employees will be responsible for maintaining any required licenses or certifications.

3. Discipline.

a. Employees appointed prior to the removal of the Department from Civil Service shall retain the option to appeal discipline imposed pursuant to M.G.L. c. 31, § 41 or pursuant to the parties' CBA, but not both.

b. Employees appointed after the removal of the Department from Civil Service may only challenge discipline pursuant to the parties' CBA.

4. Article 16 Vacation:

a. The parties agree to amend section 16.3 by adding a new subsection to provide for five (5) weeks of vacation after twenty (20) years of service, as follows:

C. In accordance with Section 111D of Chapter 41 of the General Laws, additional vacation will be granted as follows:

1. three (3) weeks after completion of five (5) years of service; and
2. four (4) weeks after completion of ten (10) years of service; and
3. **five (5) weeks after completion of twenty (20) years of service.**

- b. The parties further agree to clarify section 16.7 as follows:

The Town, so long as the so-called Holyoke Decision remains the law, acknowledges that it applies to the Town and that two, three, ~~and four~~, **and five**-week vacations are seven-day weeks.

5. **Article 22 Wages:**

- a. The parties agree to amend the wage schedules by adding a sixth step to the Sergeant base wage schedule, and a fifth step to the Lieutenant base wage schedule, at 3% above Step 5 and Step 4, respectively, as follows:

22.1.1 Sergeants' base wages:

Effective July 1, 2021: (2.5%)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$71,979.49	\$74,139.13	\$76,362.80	\$78,929.22	\$82,086.38	\$84,548.97

22.1.2 Lieutenants' base wages:

Effective July 1, 2021: (2.5%)

Step 1	Step 2	Step 3	Step 4	Step 5
\$86,822.97	\$91,162.40	\$94,171.18	\$97,938.02	\$100,876.16

- b. The effective date of the new steps referenced above shall be July 1, 2021 or the effective date of the Department's exit from Civil Service, whichever is later.

6. **Article 25 Quinn Bill:** The parties agree to clarify section 25.9 of Article 25 as follows:

25.9. Only those Superior Officers eligible for benefits under the Quinn Bill pursuant to G.L. c. 41, s. 108L and the 2009 Massachusetts General Appropriations Act, shall be eligible to receive ~~educational benefits~~ **Quinn Bill payments** as defined within this Article.

7. **New Article.** The parties further agree to add the following new Article to the CBA:

ARTICLE 25A, EDUCATION INCENTIVE

The Chief of Police will have the sole discretion and ability to award educational incentive benefits under this Article to employees who have degrees not qualifying under G.L. c. 41, §108L at his or her sole discretion; any denial of such an award shall not be subject to any grievance, arbitration, or appeal. The Chief will consider whether an officer's degree is sufficiently related to the duties and job of a Police Officer to warrant eligibility to receive

educational incentive benefits under this Article. The educational incentive benefits awarded under this Article shall be consistent with those paid under Article 25.

No employee who receives education incentive payments pursuant to G.L. c. 41, §108L shall receive payments under this Article.

Degrees must be awarded from a college or university accredited by the New England Association of Schools and Colleges or an equivalent regional accreditation agency recognized by the U.S Department of Education. It is the employee's obligation to submit a copy of his or her diploma or certified transcript to the Chief of Police.

8. The parties acknowledge that the Chief of Police shall develop protocols for promotion procedures in the Hudson Police Department to fill vacancies which occur after the effective date of the removal of the Department from Civil Service, and that such protocols shall not be subject to any grievance, arbitration, or appeal. The Town proposes the attached promotions policy.
9. Housekeeping Changes: The parties agree to make any changes required as a result of exiting civil service throughout the CBA.

THIS AGREEMENT, shall be subject to ratification by the Union and the Board of Selectmen of the Town of Hudson, shall be subject to appropriation by Town Meeting, and shall take effect on July 1, 2021 or the effective date of the Department's exit from Civil Service, whichever is later.

THIS AGREEMENT, has been executed by the duly authorized representatives of the Town of Hudson and the Hudson Superior Officers' Association/MCOP, Local 433, subject to the conditions herein.

TOWN OF HUDSON

By: [Signature] 4/22/21

Thomas Moses
Executive Assistant

By: [Signature] 4/16/21

Kimberly A. Rozak, Esq.
Labor Counsel

Date: _____

Hudson Police Superior Officers'
Association/MCOP, Local 433

By: [Signature]

Thomas Crippen
President

By: [Signature]

Roger Downing
Vice President

Date: April 16, 2021