

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF HUDSON
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
*FY2023-2025***

WHEREAS, the Collective Bargaining Agreement (the “Agreement”) between the TOWN OF HUDSON (the “Town”) and NEPBA for the Patrol Officers (the “Union”) is scheduled to expire on June 30, 2022; and

WHEREAS, the Town and the Union have negotiated a successor agreement;

NOW, THEREFORE, the Town and the Union agree that the successor Agreement shall consist of the present Collective Bargaining Agreement, except as modified below, as follows.

1. Article 4, Hours of Work.

A. The parties agree to amend Section G by increasing the limit on hours of continuous duty from sixteen (16) to eighteen (18) hours, as follows:

G. Continuous Duty Limitation. No officer shall perform continuous duty in excess of ~~sixteen (16)~~ **eighteen (18)** consecutive hours, except with the permission of the Department Head or his designee.

B. The parties agree to amend Article 4 by adding a new section, L, to add shift bid language, as follows:

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

2. **Article 8, Paid Holidays.** The Town agrees to add Juneteenth to the list of paid holidays in Article 8.¹

3. **Article 18, Salaries**

A. The Town agrees to provide the following base wage increases:

Effective July 1, 2022	2.25%
Effective July 1, 2023	2.5%
Effective July 1, 2024	2.5%

B. The parties agree to amend subparagraph 1 of Section B by adding a \$1,000 stipend for assignment to detective, effective July 1, 2023. Subparagraph 1 of Section B shall therefore read as follows:

Effective July 1, 2023, an employee assigned as and performing the special duties of Detective shall be paid additional compensation of \$1,000.00 per year, payable at the rate of \$83.33 per month. If the Town converts the payroll system to bi-weekly, this stipend will be paid on a bi-weekly, rather than monthly, basis.

C. The parties agree to amend the first sentence of subparagraph 3b in Section B as follows:

An employee assigned as and performing the special duties of Field Training Officer (FTO) shall be paid ~~an~~ additional compensation of ~~\$500.00, payable at the rate of \$41.67 each month~~ **one (1) hour of pay at the employee's overtime rate for each full shift worked while training an employee.**

D. The parties agree to amend subparagraph 5 of Section B to include Detectives who are also assigned as a School Resource Officer ("SRO"), as follows:

Except for employees assigned and performing as Field Training Officers (FTO's) **and Detectives who are also assigned as an SRO**, employees shall be eligible for additional compensation related to one assignment only. Except for those assigned and performing as FTO's **and Detectives who are also assigned as an SRO**, employees cannot pyramid additional compensation for special assignments even if performing the duties of more than one assignment.

¹ Subject to mutual agreement on policy language governing vacations, and requests for and use of time off generally.

E. The parties agree to add a new subparagraph to Section B of Article 18 as follows:

The Town will pay each bargaining unit member a \$500 stipend annually, beginning in fiscal year 2024, for services associated with attaining and then maintaining the Department's accreditation with the Massachusetts Police Accreditation Commission.

F. The parties further agree to add a new subparagraph to Section B of Article 18 as follows:

An employee assigned as and performing the special duties of Patrol K9 Handler shall be paid additional compensation of \$6,000.00 per year, subject to and in accordance with the 2021 Memorandum of Agreement regarding the care and maintenance of the Department canine.

G. The parties agree to add a new subparagraph to Section B of Article 18 as follows:

Effective July 1, 2023, officers hired on or before June 30, 2022, shall receive an annual stipend of \$750 for use of body-worn cameras.

H. The Town agrees to make a one-time payment of \$500 to officers hired on or before June 30, 2022, upon the officer's satisfactory completion of training on the use of body-worn cameras.²

I. The parties agree to replace Section H of Article 18 with the following:

H. The Town will pay a stipend to officers who serve as interpreters. If the officer is utilized as an interpreter for less than one (1) hour while off-duty via telephone, the officer shall receive one (1) hour of pay at his/her overtime rate. Thereafter, if the need for consultation via telephone continues beyond one (1) hour, the officer shall be paid hour for hour.

If the officer serving as an interpreter is instructed to report to the station or scene by the on-duty supervisor for in-person interpreter services, the officer will be paid pursuant to Article 4, Section I, Recall Pay.

To be eligible for interpreter pay, officers must pass a competency test agreed to by the Town and the Union.

4. Article 21, Uniform Allowance.

A. The Town agrees to increase the uniform allowance from \$800 to \$900 on July 1, 2022; \$1,050 on July 1, 2023; and \$1,200 on July 1, 2024.

² The parties agree that the use of body cameras is subject to a 12-month phase-in period (approximately 7/1/2022 to 6/30/2023) to allow for training with no discipline for minor infractions during this time. The Chief will consult with the Union on development of a body-worn camera policy.

B. The parties acknowledge that the Chief may authorize the use of Class C uniforms (external carrier).

5. **Article 22, Non-Municipal Extra-Paid Details.** The Town agrees to increase the hourly rate for non-municipal extra-paid details in Section C to \$55 per hour effective July 1, 2022.

6. **Article 32, Special Conditions of Employment.** The parties agree to add the following new provision, as Section E, to Article 32:

E. **Body-worn cameras.** Patrol Officers shall wear body cameras as a condition of employment beginning on and after July 1, 2022.

7. **Article 33, Duration.** The parties agree to amend Article 33 to provide for a three (3) year agreement for the period of July 1, 2022 to June 30, 2025.

8. **Housekeeping.** The parties agree to integrate the terms of the attached MOA regarding civil service revocation into the Collective Bargaining Agreement.

9. **Other.** The Union agrees to cooperate with the Town to work out compensatory time usage guidelines via policy adoption, and the Chief shall prepare a compensatory time policy that includes those guidelines as well as the following agreed upon terms:

- Comp time accrual will be capped at 120 hours per calendar year.
- Employees who have accrued more than 120 hours as of July 1, 2022 will have until June 30, 2025 to use those hours; any accrual balance over 120 hours will be lost at that time.
- Once employees elect OT pay or comp time for hours worked beyond their shift, they cannot subsequently convert OT pay to comp time and vice versa.
- Comp time can only be converted to cash upon separation from service.

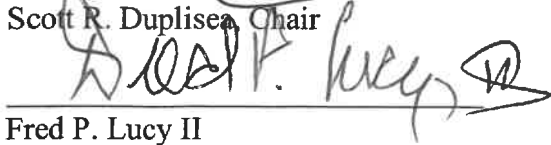
THIS AGREEMENT shall be subject to ratification by the Union and the Board of Selectmen of the Town of Hudson, and shall be subject to appropriation by Town Meeting.

RATIFIED:

TOWN OF HUDSON
BOARD OF SELECTMEN



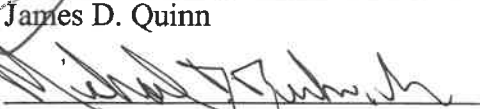
Scott R. Duplisea, Chair



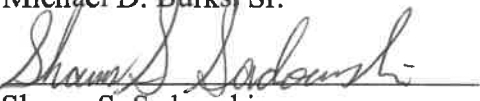
Fred P. Lucy II



James D. Quinn



Michael D. Burks, Sr.



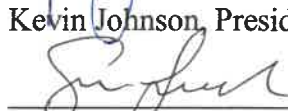
Shawn S. Sadowski

Date: _____

NEPBA



Kevin Johnson, President



Sam Leandres, Vice President

Joseph Espie, Secretary/Treasurer



Date: 4/22/22

THIS AGREEMENT has been executed by the duly authorized representatives of the Town of Hudson and NEPBA, subject to the conditions herein.

TOWN OF HUDSON

By: Thomas Gregory
Thomas Gregory
Executive Assistant

By: Richard DiPersio
Chief Richard DiPersio
Chief of Police

Date: 4/11/22

NEPBA

By: Kevin Johnson
Kevin Johnson,
President

By: Sam Leandres
Sam Leandres
Vice President

By: Joseph Espie
Joseph Espie
Secretary/Treasurer

Date: 4/22/22

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF HUDSON
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
REGARDING REVOCATION OF CIVIL SERVICE FOR POLICE DEPARTMENT

WHEREAS, the Town of Hudson (the "Town") and the New England Police Benevolent Association (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, 2018 through June 30, 2021 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 2018-2021 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 7 of the current (2018-2021) Collective Bargaining Agreement ("CBA"), as clarified below.

b. For employees appointed after the effective date of removal from Civil Service, seniority shall also be applied as set forth in Article 7 of the CBA, as set forth below.

Revise Section C as follows:

Seniority for the purpose of this Agreement shall be the **original** date of appointment to the ~~rank~~ **Hudson Police Department as a Patrol Officer**. In the case of a tie, the employee with the higher Civil Service mark shall be given the preference. **If two or more employees were appointed on the same date but not under civil service, seniority shall be determined by a coin toss.**

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 20 of the parties' CBA. In the event of a layoff, the least senior employee or employees 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. 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 of 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 10 Vacation:

a. The parties agree to amend Section C 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 F 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, but the Holyoke computation does not apply to vacations of officers who get vacation credits under Section A of this Article.

5. **Article 28 Quinn Bill:** The parties agree to clarify subsection 10 of Article 28 as follows:

10. Only those Patrol 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.

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

ARTICLE 28A, 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 28.

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.

7. The parties acknowledge that the Chief of Police shall develop protocols for hiring 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.
8. **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: 

Thomas Moses
Executive Assistant

By: 

Kimberly A. Rozak, Esq.
Labor Counsel

Date: April 20, 2021

NEPBA

By: 

Kevin Johnson
President

By: 

Sam Leandres
Vice President

Date: 4/20/2021