

## EMPLOYMENT CONTRACT BETWEEN

### THE TOWN OF HUDSON AND CHIEF RICHARD P. DIPERSIO

On this 15<sup>th</sup> day of December, 2025, the Town of Hudson, a municipal corporation with a business address of 78 Main Street, Hudson, Massachusetts, ("the Town") acting by and through its Town Manager as Appointing Authority and Chief Richard P. DiPersio ("the Chief" or "Chief of Police") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of retaining the services of the Chief in the administration of the Hudson Police Department ("the Department"); and

WHEREAS, the Chief wishes to continue to perform the duties of the position of the Chief of Police as provided herein and subject hereto;

NOW, THEREFORE, the Town and the Chief hereby agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Agreement.

#### Section 1. TERM

1.1 Term. The term of this Agreement shall be for three (3) years commencing on March 1, 2026 and ending on February 28, 2029, unless otherwise terminated.

1.2 In the event the Town intends to renew Chief DiPersio's term as Chief of Police following the expiration of this Agreement, the Chief of Police will be provided with written notice of such intent no later than one hundred and eighty (180) days before the end of this Agreement and the parties will then negotiate for a successor to this Agreement.

1.3 If the Town fails to give such written notice, this Agreement and Chief DiPersio's employment as Chief of Police shall end when this Agreement expires.

1.4 A non-renewal of this Agreement shall not constitute a termination of Chief DiPersio, but rather a conclusion of the Agreement term and his appointment as Chief of Police.

1.5 Effect of successor contract. Once notice is given pursuant to section 1.2, the terms of this Agreement will remain in effect unless and until a successor contract is executed.

#### Section 2. COMPENSATION & BENEFITS

2.1 Salary. The Town shall pay the Chief an annual salary of \$181,000 for the first year of this Agreement, less all lawful withholdings and deductions, in accordance with the Town's regular payroll schedule. This salary is inclusive of allowances and holiday pay.

2.2 Salary increases. In the second year of this Agreement, the Chief's annual salary shall be \$185,525, less all lawful withholdings and deductions. In the third year of this Agreement, the Chief's annual salary shall be \$192,018, less all lawful withholdings and deductions. The Chief's salary is subject to the finances of the Town, including appropriation; provided, however, it shall not be less than the prior year's salary. The Chief's annual salary in the second and third year of this Agreement is inclusive of allowances and holiday pay.

2.3 Educational Pay/Career Incentive Pay. In addition to the above annual salary, but part of the Chief's regular salary, the Chief shall receive educational pay and career incentive pay pursuant to and in accordance with the Police Incentive Pay Program and provisions as same

are so stated in G.L. c. 41, § 108L, as amended ("the Quinn Bill") pursuant to section 6.4 of the Personnel Regulations. This equates to 20% of annual salary for a bachelors' degree or 25% for a masters' degree, if obtained.

2.4 Uniform Allowance. The Chief shall also receive an annual allowance each fiscal year for the purchase and maintenance of uniforms as provided for in section 4.4-13 (1) of the Personnel Regulations.

2.5 Longevity. The Chief shall also receive annual longevity pay as provided for in section 4.4-12 of the Personnel Regulations.

2.6 Enumeration of benefits. The Chief shall receive, and be entitled to, the following benefits:

- (a) **Vacation leave/Personal leave:** Notwithstanding section 4.4-5 of the Personnel Regulations, the Chief shall be eligible for 28 days of vacation leave in each twelve (12) month period from January 1<sup>st</sup> through December 31<sup>st</sup>. In addition, he shall be eligible for two (2) paid personal days. In accordance with paragraph 6 of section 4.4-4, Vacation Leave, of the Town's Personnel Regulations, the Police Chief may carry over up to a maximum ten (10) days of unused vacation into the next fiscal year. Unused vacation shall be paid in full to the Chief of Police upon separation of service for any reason.
- (b) **Holidays:** Notwithstanding section 4.4-3 of the Personnel Regulations, the Chief shall be paid for the following holidays, whether worked or not:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Pay for these holidays is included in the Chief's annual salary under section 2.1.

- (c) **Injured on duty.** As a sworn police officer, the Chief shall be eligible for injured on duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Chief will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.
- (d) **Retirement.** As a sworn police officer, the Chief shall be entitled to retirement benefits under G.L. c. 32.
- (e) **Deferred compensation.** The Chief may enroll in the Town's deferred compensation program.
- (f) The Chief acknowledges that the position requires substantial time and attention beyond normal office hours, including evenings, weekends, and emergency call-backs. In recognition of these demands, the Chief shall have the discretion to adjust his work schedule to accommodate Departmental needs and personal obligations, provided such adjustments do not interfere with essential operations. The Chief may take reasonable time off in lieu of additional hours worked.
- (g) The Chief of Police shall be allowed to utilize the workout facilities in the Police Headquarters as other police superior officers are allowed.

2.7 Benefits not addressed. The Chief of Police shall enjoy all other rights and benefits and obligations, accruing to the position of Police Chief under the Personnel Regulations. Such benefits shall include, but are not limited to, sick time; health and life insurance at the percentage contribution of other employees; tuition reimbursement subject to the sufficiency of the appropriation therefore; and all other similar, existing-benefits.

2.8 All compensation and benefits under this Section 2 shall be pro-rated for any partial year worked.

### **Section 3. DUTIES**

3.1 Enumeration of duties. The head of the Police Department for the Town shall be the Chief of Police. The Chief shall have full administrative and operational control of the Police Department. The Police Chief shall serve as the chief law enforcement officer of the Town. The Police Chief is the appointing authority for the Police Department. The duties of the Chief shall include, but not be limited to, the following:

- (a) Exercising exclusive operational and administrative control over all Department personnel, including hiring, assignment, discipline, removal and deployment, subject only to the Town Charter and applicable law;
- (b) Establishing, implementing, and enforcing Department policies, rules, and procedures necessary for effective operations and compliance with law, including POST Commission mandates.
- (c) Maintaining adequate public safety in the Town;
- (d) Supervising the daily operations of the Department, including patrol, investigations, community policing, emergency response, and specialized units;
- (e) Supervising and directing all Department personnel;
- (f) Overseeing recruitment, training, promotion, evaluation, and professional development of Department personnel;
- (g) Enforcing discipline and addressing misconduct in accordance with law, relevant collective bargaining agreements, and policy;
- (h) Supervising and directing all special, auxiliary and/or intermittent police officers, and traffic control officers;
- (i) Preparing and submitting the Department budget;
- (j) Keeping the Town Manager advised of Department matters;
- (k) Submitting reports to the Town either orally or in writing when requested or required in order to ensure proper communication between the Town and the Department;
- (l) Being responsible for all Departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- (m) Being responsible for all Department property in custody of the Department;
- (n) Supervising and controlling all Department equipment and motor vehicles belonging to or used by the Department;

- (o) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Department;
- (p) Serving as Keeper of the Lockup (G.L. c. 40, § 35);
- (q) Supervising and controlling all training programs for Department personnel and the assignment of personnel to such programs;
- (r) Maintaining the discipline of Department personnel; developing and issuing orders, rules, regulations, policies and procedures; and assigning all Departmental personnel to shifts and duties;
- (s) Being available for hearings before any Board of the Town at which the Chief is requested to appear and before the Town Meeting when necessary;
- (t) Planning, organizing, directing, staffing and coordinating Police operations;
- (u) Serving as official spokesperson for the Department, communicating with the public, including the media, on matters related to crime, police operations and Department policy;
- (v) Being responsible for the proper training and qualification of personnel for duty;
- (w) Maintaining adequate books and records for the Department in such detail to furnish all information necessary for the operation of the Department and to permit analysis and report;
- (x) Coordinating with other Town Departments' non-law enforcement activities as appropriate; and
- (y) Being responsible for such other reasonable duties as requested by the Town Manager, or other such reasonable duties as are consistent with the duties of a Police Chief and as may be required in accordance with state and federal law, the Town's By-laws, the Police Department Rules and Regulations and the Town Charter.
- (z) Delegating the foregoing duties and responsibilities as appropriate.

3.2 It is agreed and acknowledged that the Chief's position as specified herein is that of an Executive, as the term is used in the federal Fair Labor Standards Act ("FLSA") and its duly promulgated rules and regulations and shall be an exempt position for the purposes of the FLSA.

#### **Section 4. HOURS OF WORK**

4.1 Generally. The Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Agreement.

4.2 Permitted outside employment. The Chief shall be permitted to teach occasional classes or engage in occasional consulting in the field of law enforcement at such times that will not adversely impact Department operations.

#### **Section 5. INDEMNIFICATION & INSURANCE**

5.1 Indemnification. To the extent permitted under Chapter 258 of the General Laws of Massachusetts, as amended, the Town agrees to defend, save harmless and indemnify the Chief against any complaint, claim, demand, suit or judgment, whether groundless or

otherwise, arising out of any alleged act or omission occurring in the performance of the Chief's duties as Police Chief of the Town. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief of Police. The Town shall reimburse the Chief for any attorney's fees and costs incurred by him in connection with claims or suits involving the Chief of Police in his professional capacity if he is not provided counsel by the Town. This provision shall survive any termination of this Agreement with respect to acts or omissions while serving as the Chief.

5.2 Professional liability insurance. The Town agrees to furnish at its own expense, professional liability insurance for the Chief with liability limits of not less than one million (\$1,000,000.00) dollars.

## **Section 6. DUES, SUBSCRIPTIONS & PROFESSIONAL DEVELOPMENT**

6.1 Professional dues & subscriptions. The Town agrees to budget for and pay an appropriate amount for the professional dues and subscriptions of the Chief for continued and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

6.2 Professional development. The Town recognizes its obligations to the professional development of the Chief and shall give the Chief adequate opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the Chief shall be allowed to attend the International Association of Chiefs of Police conference, the Massachusetts Chiefs of Police Association conference, and the New England Association of Chiefs of Police conference each year without loss of vacation or other leave, and shall be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the Town shall pay for the Chief's travel and subsistence expenses for short courses, institutes and seminars that, in the Chief's reasonable judgment, are necessary for professional development. All such professional development is subject to the Department's budget.

6.3 College tuition. The Town shall reimburse the Chief for reasonable expenses incurred in connection with the Chief's attendance at professional management development courses and/or seminars, including, but not limited to, tuition for one graduate level course per semester at a college of the Chief's choice in pursuit and attainment of a graduate degree in criminal justice or public administration, or a law degree contingent on approval by the Town Manager and the sufficiency of the appropriation therefore.

## **Section 7. AUTOMOBILE, CELLULAR PHONE & LAPTOP COMPUTER**

7.1 Police vehicle. The duties of the Chief of Police require that the Chief have exclusive and unrestricted use of a police vehicle at all times during his employment with the Town. The Town shall provide a police vehicle with customary confidential passenger registration, outfitted with emergency equipment at the Town's expense for exclusive use by the Chief. Said vehicle use is provided incident to the law enforcement duties of the Chief enabling the Chief to report directly to crime scenes and emergency situations. The Town shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Chief shall be permitted to use said vehicle for personal reasons, and during off-duty hours, since the Chief is "on call" in the event of an emergency. The Chief shall be exempt from being assessed a vehicle fringe benefit value pursuant to Internal Revenue Service regulations.

7.2 Cell phone & laptop: The Town shall provide the Chief with a cellular phone, including a cellular and data plan for said phone, and laptop computer for the exclusive and unrestricted use by the Chief of Police. The Town shall be responsible for paying for the purchase, operation, maintenance, repair, and regular replacement of said cellular phone and laptop computer.

## **Section 8. DEATH DURING TERM OF EMPLOYMENT**

If the Chief dies during the term of this Agreement, the Town shall pay to the Chief's spouse all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death including, but not limited to accrued, but unused vacation days. In the event that the Chief's spouse does not survive the Chief, or the Chief does not have a spouse at the time of his death, then the Town shall pay to the Chief's then living descendent(s) all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death including, but not limited to accrued, but unused vacation days, in shares as may nearly be of equal value.

## **Section 9. PERFORMANCE REVIEW AND EVALUATION**

9.1 Method of evaluation. The Town Manager shall review and evaluate the performance of the Chief of Police at least once annually under the terms and conditions of this Agreement. Said review and evaluation shall include, but not be limited to: (1) the Chief's progress and performance on annual goals and objectives; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/ leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; and (9) interaction with the Town Manager as well as other governmental officials, departments, boards and committees.

9.2 Written evaluation. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town Manager shall provide the Chief of Police with a written evaluation report after each formal review and evaluation and shall provide the Chief of Police with an opportunity to discuss the Chief's review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

## **Section 10. DISCIPLINE, REMOVAL, AND TERMINATION OF EMPLOYMENT**

10.1 Nothing in this Agreement shall prohibit, limit or otherwise interfere with the authority and right of the Town Manager to discipline or terminate the Chief of Police pursuant to the Personnel Regulations or Charter of the Town of Hudson or to remove the Chief of Police from his position at any time provided, however, that such removal shall be for just cause and any removal shall be subject to the hearing procedure set forth below:

- a) In the case of a proposed removal, the Chief of Police shall be provided with written reasons for removal at least 7 days and not more than 14 days before a hearing on such removal is scheduled with the Appointing Authority or his designee. The Chief may, at his discretion, request that the hearing be public; otherwise, it shall be closed to the public. The Chief shall have the right to be represented by legal counsel or other representative of the Chief's choosing. The Chief shall have the right to present opening and closing statements; introduce documents and other evidence; call witnesses in support of the Chief's position; cross examine all witnesses called by the Town; raise objections to evidence; and make a full stenographic record of the proceedings at the Chief's expense, if desired.

- b) The Appointing Authority will render a decision within thirty (30) days of the close of the hearing.

If the appointing Authority's designee conducts the hearing, the designee shall remit his or her report to the Appointing Authority within thirty (30) days of the close of the hearing. The Appointing Authority will then render a decision within seven (7) days of the receipt of the designee's report.

- c) Throughout the pendency of these procedures for removal, the Chief of Police shall continue to receive his salary as Chief whether or not he remains actively on duty, such latter decision being within the discretion of the Town Manager.
- d) If the Chief is terminated for just cause in accordance with this Section 10, the Chief shall be entitled only to salary and accrued benefits through the date of termination.

## **Section 11. RESIGNATION AND TERMINATION OF AGREEMENT**

11.1 This Agreement may be terminated by the Chief of Police upon one hundred twenty (120) days written notice to the Town Manager, unless the parties mutually agree to a shorter notice period. Until the effective date of resignation under such circumstances, the Chief of Police shall continue to perform his duties and shall, if requested, cooperate with the Town in the search for his successor.

11.2 This Agreement and the Chief's employment may also be terminated at any time by mutual consent of both parties.

11.3 Termination of the Chief's employment shall terminate this Agreement.

## **Section 12. NOTICES**

Notices pursuant to this Agreement shall be given in writing, by email or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TOWN	Mr. Thomas Gregory, Town Manager Town of Hudson 78 Main Street Hudson, MA 01749 tgregory@townofhudson.org
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CHIEF OF POLICE	Richard P. DiPersio 911 Municipal Drive Hudson, MA 01749 rdipersio@townofhudson.org
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unless either party hereinafter informs the other party in writing of a change of address. Alternately, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given on the date of personal service, on the date the email was sent, or as to the date of deposit of such written notice in the United States Postal Service.

## **Section 13. NO REDUCTION OF BENEFITS**

The Town agrees that it shall not at any time during the terms of this Agreement reduce the salary, compensation or other benefits of the Chief of Police, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the Town.

#### Section 14. MISCELLANEOUS PROVISIONS

14.1 Law governing. This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

14.2 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.


14.3 Benefits subject to appropriation. For any clause of this Agreement which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Agreement at any and all Town meetings.

14.4 Amendments & modifications. No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both Parties.

14.5 Entire Agreement. The Parties executing this Agreement agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Agreement, had, or has any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.


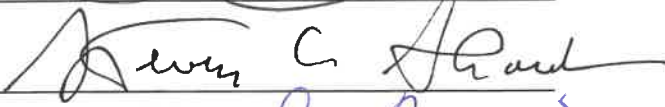

For the Town of Hudson  
By: Town Manager

  
Thomas Gregory

For the Chief of Police

  
Richard P. DiPersio

AUTHORIZED:

Select Board