

**MEMORANDUM OF AGREEMENT**  
**South Hadley Police Union, Masscop, Local 428 and Town of South Hadley**

**Whereas the collective bargaining agreement between the South Hadley Police Union, Masscop, Local 428 (“Union”) and the Town of South Hadley (“Town”) expires on June 30, 2022; and**

**Whereas the Town and the Union have negotiated a successor Agreement;**

**Now, therefore, the Town and Union agree that the successor Agreement shall consist of the provisions of the former collective bargaining agreement, modified as follows:**

**Note: all compensation and benefit increases are retroactive to July 1, 2022 unless otherwise noted.**

1. Amend as highlighted to ARTICLE 7, Section 2: *SENIORITY RIGHTS AND SQUAD ASSIGNMENTS FOR ALL UNION MEMBERS*

Non-promotional assignments, including shift assignments, awarded through the above-described criteria, shall be open to bid for both Patrolmen and Sergeants on January 1 of each year, and shall become effective within thirty (30) days thereafter. **Subject to departmental needs and at the discretion of the Chief of Police, shifts may, in addition to January 1, be open to bid on July 1 of each year.** All employees must write their shift bid(s) on the posted bid sheet during the posting period in order to have their bid(s) considered--unless the parties agree in writing to allow an employee to make a verbal bid.

2. Amend as highlighted to ARTICLE 9, Section 3(C) *OVERTIME AND CALL-IN PAY*

**Though the Town may involuntarily cash-in compensatory time**, the Town shall not involuntarily cash-in more than one-half (½) of an employee’s accrued compensatory time, at a time or do this any more frequently than twice per fiscal year, with at least six (6) months between each such redemption of time for cash. There will be a 160 hour straight-time maximum for compensatory time, anyone over that limit will be paid for the time at the appropriate rate, unless otherwise required, in next pay.

3. Effective upon funding, add new section to ARTICLE 27 *MISCELLANEOUS*

6. Employees hired by the Town of South Hadley on or after July 1, 2022, who are required to attend the Massachusetts Police Training Academy, shall be responsible to pay \$3000 to the Town of South Hadley in accordance with the schedule below to offset costs for attendance at any Massachusetts Police Training Academy. The Town will remit full payment for academy

costs for each employee sponsored by the Town. Costs include but are limited to, equipment, uniforms, salary and fees. The payment schedule is as follows: the Town shall deduct 1/26 of \$3000 from each check per pay period until said sum is reimbursed in full to the Town. After the completion of five (5) continuous years of service as a certified police officer with the Town of South Hadley Police department, the employee shall receive a one-time, lump sum payment of \$3000, payable in the next regular payroll following the officer's five year anniversary. The five (5) year period shall be calculated from the date of graduation from the Massachusetts Police Training Academy. Upon acceptance of this agreement, the Town shall increase the biweekly pay of Academy employees from \$1400 to \$1800.

4. Removal from Civil Service.

Add new section to ARTICLE 27 MISCELLANEOUS:

The Union agrees to support the Town's decision to remove the Department from Civil Service. The parties acknowledge that Chapter 4, Section 4B provides that revocation of Civil Service shall not affect any contractual or Civil Service rights which have come into existence between the Town and any employee of the police Department as a result of the original acceptance. Should the Town remove the Department from Civil Service, the parties agree that the following new articles will be added to the parties' collective bargaining agreement at the time of removal: Article 38, Layoff, Article 39, Recall, Article 40, Discipline and Article 41, Promotions. The Duration article will be renumbered accordingly.

Add the following new articles:

ARTICLE 38  
LAYOFF

(A) Employees appointed or promoted prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal shall continue to apply.

(B) For employees appointed or promoted after the removal of the department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds, or abolition of position. Said employees shall be subject to the terms of this Section.

(C) In the event of a layoff, the least senior employee(s), seniority measured from the date of employment with the South Hadley Police Department, shall be laid off first.

(D) In any such case, a sixty (60) day advance notice of the position contemplated to be laid off shall be given to the union and a thirty (30) day advance notice of the contemplated layoff shall be given to the employee in writing, with a copy of such notice

to the Union. Notice of recall shall be via certified mail and by email to the employee's last known address and email address, with a copy to the Union President. Any laid-off employee shall notify the Town, in writing, of any change to his/her mailing address and email address.

ARTICLE 39  
RECALL

(A) A laid-off employee shall have recall rights for a maximum period of seven (7) years.

(B) Recall shall be in order of seniority with the employee with the highest level of seniority having the first right of recall, seniority to be measured from the date of employment with the South Hadley Police Department.

(C) A recalled employee shall notify the Town Administrator within fourteen (14) calendar days of receipt of the recall of their intention to return to the South Hadley Police Department. Said recalled employee shall be ready, willing and able to return to duty within thirty days of the end of the fourteen (14) calendar day recall period.

(D) Any person failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived their right of recall permanently and absolutely, except under the following circumstances: (i) an employee is on active duty in the military for an enlistment period; (ii) an employee who is obligated by contract to continue in the employ of another employer shall have the right to maintain eligibility for the next vacancy, should the Town fill the current vacancy from the recall list or otherwise.

(E) The recalled employee may, within the fourteen (14) day period, request the Town Administrator in writing an extension of time to return to work in South Hadley for exigent reasons, which shall be specified. In considering any such request, the Town Administrator shall weigh specific exigent circumstances justifying an extension and the Town's need to fill a vacancy.

(F) The recalled employee shall have the right to refuse a recall not more than twice. Following the third refusal, said employee shall be removed from the recall list.

(G) Prior to the laid-off employee returning to work, the Town shall have the right to obtain a CORI report with the appropriate release and a certification report from the Massachusetts Peace Officer Standards and Training (POST) Commission for determining whether any actions reflected decertification on such report, after the date of the layoff. If, based on the results of such examination or investigation, the Town Administrator rescinds the offer of recall, the Town Administrator shall provide the employee with a written statement of his/her reasons for the rescission. The parties acknowledge that a refusal to submit an appropriate CORI release may be grounds for refusal to reemploy said recalled employee.

(H) In the event of a layoff in the rank of Lieutenant or Sergeant, the incumbent with the least length of service in grade shall have the option to bump into a position in the next lower grade of the Department if a less senior employee is in that lower grade.

(I) If two employees have equal length of service in grade, the employee with the less total service with the Department shall be affected by the layoff.

(J) Laid off employees will be responsible for maintaining any required licenses or certifications. To the extent laid off employees are not working in law enforcement where training is required, then the Town agrees to pay for said training.

**ARTICLE 6**  
**DISCIPLINE**

**Replace the current language in Article 6 with the following:**

(A) No employee shall be removed, dismissed, discharged, suspended, or disciplined except for just cause. This provision shall not be applicable to probationary police officers.

(B) Employees appointed or promoted prior to the removal of the Town from Civil Service shall retain their right to appeal discipline imposed under M.G.L. c. 31, § 41 to the Civil Service Commission. Alternatively, the employee may elect to proceed through grievance and arbitration process. An election to pursue either venue is final.

(C) Employees employed or promoted after the revocation of civil service shall not be disciplined, suspended, demoted, or discharged except for just cause.

**ARTICLE 41**  
**PROMOTIONS**

Promotions for the positions of Sergeant and Lieutenant shall be filled in accordance with the Promotion Procedure Replacing Civil Service, attached hereto as Attachment C.

**5. Add new section to ARTICLE 27 MISCELLANEOUS:**

The Town may, at its discretion, require officers to wear body cameras and equip vehicles with cruiser cameras. Should the Town require body cameras and/or equip vehicles with cruiser cameras, the parties agree to impact bargain the policy and procedure governing the use of said cameras.

**6. Replace ARTICLE 37, FITNESS AND WELLNESS STANDARDS with the following:**

**ARTICLE 37**  
**FITNESS AND WELLNESS STANDARDS**

Employees may participate in a fitness evaluation annually on a voluntary basis. Officers who successfully pass the fitness evaluation will receive the appropriate stipend.

Fitness Level	Stipend Amount
Passing	\$500
Superior	\$750

Police Officers failing to pass every standard on the first attempt may choose to be retested within 60 days. If successful at the retest they will receive the annual stipend.

Fitness Standards and requirements for Passing and Superior levels will be agreed to by the Chief and the Union. The Fitness Standards are set forth as Attachment A to this Agreement.

**7. Effective upon funding, amend as highlighted ARTICLE 10, OUTSIDE DETAILS:**

4. Employees performing such outside details shall be guaranteed a minimum of four (4) hours pay at the applicable rate. Cancellations of details with less than four (4) hours advance notice, shall be paid a four hour minimum at the rate of ~~\$55~~**58** per hour for contractors and ~~\$48~~**52** per hour for municipal details. Cancellation of a detail with less than four (4) hour notice, shall be paid a four hour minimum at the rate off ~~\$55~~**58** per hour for an outside detail, and ~~\$48~~**52** per hour for a Town of South Hadley detail.

If a vendor requests an outside detail of eight (8) hours or more, the detail may be divided to obtain coverage and provide a fair and equitable distribution of outside details to employees covered by this agreement. If an eight (8) hour or more outside detail is divided, the first (4) hour pay minimum will apply to the employee assigned to the first half of the detail, if the detail is cancelled with less than four (4) hours advance notice of the start of the 1<sup>st</sup> half of the detail. The employee assigned to the second half of the detail will be eligible for a four (4) hour pay minimum if the detail is cancelled with less than four (4) hours advance notice of the start time of the 2<sup>nd</sup> half of the detail.”

5. ARTICLE 10 shall not apply to School Crossing Guards.

6. The Standard Rate of Detail Pay for all contractors will be ~~\$5855~~ per hour, all municipal details will be at the rate of ~~\$4852~~ per hour (including SHELLED, DPW, Schools). The ~~\$4852~~ per hour rate does not apply to the Districts or the municipal details that are subcontracted.

If an officer is ordered to a detail with less than four hours' notice, the Emergency Rate shall be applied to the first four (4) hours of the detail. The Emergency rate for contractors is ~~\$82.50~~**87.00** and for municipal details (SHELLED, DPW, Schools, not including Districts) is ~~\$72.00~~ **78.00**. The Emergency Rate only applies to requests within the Town of South Hadley.

These rates, except emergencies, apply to all detail requests from other municipalities or government entities.

**8. Amend as highlighted to Article 8(2)B**

B. Employees assigned to the Detective Bureau may be placed on either a five (5) and two (2) Monday through Friday schedule or a four (4) and two (2) schedule.

Detectives will have an "on-call" status for weekends and receive a \$300 premium for the weekend assigned. Detectives will not be on a rotation of less than a three week cycle, unless mutually agreed upon. Holidays will be considered part of a weekend if it falls on a Monday or Friday. On-call status shall begin at 3pm on Friday and end at 7am on Monday (except on Holiday weekends).

A Patrol Officer assigned to the Detective Bureau will receive an additional \$1,500.00 in compensation added to their annual salary and this additional compensation will be reflected in their straight time hourly rate of pay as long as they are assigned to the Detective Bureau. **A Patrol Officer assigned as the full-time school resource officer will receive an additional \$1,500.00 in compensation added to their annual salary and this additional compensation will be reflected in their straight time hourly rate of pay as long as the officer is assigned as a School Resource Officer.**

**9. Wage Agreement**

The parties agree that the following wage increases will be made to Attachment B of the 2019-2022 CBA:

July 1, 2022 3.5%

July 1, 2023 3%

July 1, 2024 2.5%

July 1, 2022 2% civil service removal

July 1, 2023 2% civil service removal

July 1, 2024 2% or when body worn camera policy implemented, whichever is earlier.

**10. Amend as highlighted to ARTICLE 20, EDUCATIONAL BENEFITS**

C. Employees who possess an Associate's Degree, from a two-year program at an accredited institution, in Criminal Justice or a field reasonably related to law enforcement, shall receive an education incentive in the amount of **\$4000 per year effective July 1, 2022, \$5,000 per year effective July 1, 2023, \$6,000 per year effective July 1, 2024**, payable in a pro rata amount in the employee's regular paycheck, which amount shall not be included in calculating the overtime rate.

D. Employees who possess a Bachelor's Degree from a four-year accredited college or university shall receive an education incentive in the amount of **\$9000.00 per year effective July 1, 2022, \$10,000 per year effective July 1, 2023, \$11,000 per year effective July 1, 2024** , payable in a pro rata amount in the employee's regular paycheck, which amount shall not be included in calculating the overtime rate. **Employees who possess a Master's Degree from a accredited college or university shall receive an educational incentive in the amount of \$12,000 The Master's or Bachelor's degree must be in Criminal Justice, in a Liberal Arts or Business related discipline, in forensic science, or in a discipline recognized by the policy referenced below.**

11. Add new section to Article 20: EDUCATIONAL BENEFITS

H. An employee covered under this agreement is not eligible to earn education incentive pay until the fiscal year after their date of hire or date of degree awarded for employees that obtain a degree. Upon hire and/or upon award of degree, the employee shall without delay provide the Chief of Police with official transcript(s) and degree award notice from the educational institution to allow for proper budgeting.

12. ARTICLE 11 HOLIDAYS

Amend by adding Juneteenth as holiday and amend as follows:

Employees covered by this Agreement shall continue to enjoy the present holiday benefits of twelve 12 paid holidays per year. Said twelve 12 paid holidays shall be payable to the employee at his or her straight time hourly rate in one (1) lump sum no later than June 1 of each year, except that employees who actually work on July 4<sup>th</sup> Thanksgiving Day and Christmas Day, will be compensated at time and one-half (1-1/2), rather than straight time for the hours actually worked on those days

13. Amend ARTICLE 13, section 3(b) and 4 as follows:

3(b) Any employee may receive payment equal to the balance of his/her annual accrued allotment, up to ten (10) unused sick leave days and/or the employee may choose to add up to twelve (12) unused sick leaves days to his/her accumulation up to the one hundred and fifty (150) days; provided however, an employee who separates from service prior to the end of the fiscal year shall not be eligible for said payment. Payment shall be made on or before June 1 of each year. If payment is requested, payment shall be made in the last regular payroll of the fiscal year.

4. In the event of disability, incapacity, or death of an employee with the requisite continuous full time service described in paragraph 3, the option to tender accrued and unused sick leave days under this Article may be exercised by his/her guardian, custodian, executor, administrator, personal representative, power of attorney or any other person or entity duly authorized to act on his/her behalf due to said disability, incapacity or death. Any active member's unused accumulated sick leave benefit will be paid to designated beneficiary or estate in the event of a death of an active member up to one hundred and fifty days.

14. Amend to add clarity to ARTICLE 12, *VACATIONS* with highlighted text

Employees shall earn vacation annually at the rates set forth below:

For members covered under this agreement, a week is a time unit equal to six days.

Add clarity to ARTICLE 16, *UNIFORM ALLOWANCE*

1. A full issue of wearing apparel and equipment shall be maintained by each employee at all times, in proper condition.

15. Remove language that is Not Applicable to Article 27, section 4, *Miscellaneous*

4. The Town may require unit members to be trained, at the Town's expense, to administer Epinephrine, Narcan or their industry equivalents (for example: generic equivalents) when appropriate and consistent with protocol. All members will be provided with appropriate liability protection with respect to this clause.

16. Amend ARTICLE 31(A), *WAGES*, last sentence as follow:

The wage rates for the period from July 1, 2022-June 30, 2025 are set forth in Attachment B.

17. Amend Article 27, *Miscellaneous*, add new subsections 6, 7 and 8 as follows:

6. All employees covered under this agreement shall within nine months after appointment reside within 15 miles of the perimeter of the Town of South Hadley.

7. Police Officers hired after July 1, 2022 must serve a probationary period of twelve (12) months from the date that they start performing the duties of the position. The probationary period for employees attending the police academy shall commence after successful completion of the academy. There shall be no seniority rights for probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to the date they started performing the duties of the position. During the probationary period, an employee may be terminated at the discretion of the Town at any time with or without cause.



8. Contractual seniority between officers of the same rank will be determined by the date of appointment to that rank. For officers appointed on the same date, seniority shall be determined by lottery.

This Memorandum of Agreement is subject to ratification by the Union and funding by the Town.

For the Town:

For the Union:

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Date:

Date: