

**Agreement Between  
The Town of Dalton  
And  
The Dalton Patrol Officers' Union,  
Massachusetts Coalition of Police, AFL-CIO  
Local 906  
FY 2026-2028**

This Agreement is entered into as of the 15<sup>th</sup> day of January, 2025 by and between the Town of Dalton (hereinafter referred to as the "Town" and acting by and through its Town Manager) and the Dalton Patrol Officers' Union, (hereinafter referred to as the "Union", acting by and through its duly authorized representatives) acting for itself and as the currently certified bargaining representative and on behalf of the appropriate unit as designated by the Labor Relations Commission of the Commonwealth of Massachusetts by its certification dated September 14, 1970(Case No. MCR-748).

**Term of Agreement  
July 1, 2025 to June 30, 2028**

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## Article 1 Definitions

- A. The Term “Employer” shall mean the Town of Dalton.
- B. The term “Employee” shall mean the Regular and Reserve Officers of the Dalton Police Department.
- C. The Term “Regular Officer” shall mean full-time police officers of the Dalton Police Department.
- D. The Term “Reserve Officer” shall mean part-time police officers of the Dalton Police Department.
- E. The Term “Student Officer” shall mean police officers assigned to an approved recruit training academy (M.G.L. Chapter 41, Section 96B).
- F. The term “Sergeant” shall mean a sergeant of the Dalton Police Department.
- G. The term “Union” Shall mean the Dalton Patrol Officers’ Union, Massachusetts Coalition of Police, AFL-CIO, Local 906.
- H. The term “Board” shall mean the Select Board of the Town of Dalton.
- I. The term “Town Manager” and “Manager” shall mean the Town Manager of the Town of Dalton.
- J. The Term “Chief” shall mean the Chief of the Dalton Police Department.
- K. The term “Department” shall mean the Dalton Police Department.
- L. The term “Outside Work” shall mean any police assignment outside of an employee’s normally scheduled shift and where services are compensated by other than Employer.
- M. The term “Extra Work” shall mean any police assignment outside of an employee’s normally scheduled shift and where services are required by the Employer.
- N. The term “Off-Duty” shall mean any time outside of an officer’s normally scheduled shift or other police assignment (i.e. “Outside Work”, “Extra Work”).
- O. The term “Work Day” shall mean the 24-hour period beginning at the start of the officer’s shift.
- P. The term “Grievance” shall mean “an allegation by any party to this agreement regarding provisions of this agreement as well as hours, wages and other conditions of employment.”
- Q. The term “Regular Compensation” for “Injury on Duty” shall mean an officer’s current hourly step rate, shift differential, education incentive and holiday entitlement.
- R. The term “Work Week” shall mean the 7-day period beginning each Monday at 7 am. And ending the following Monday at 6:59 a.m.
- S. The term “Temporary/Full-time Officer” shall mean temporary, full-time officers of the Dalton Police Department, but shall not include a Regular Officer.
- T. The term “School Resource Officers (SRO)” shall mean a regular officer who is scheduled to work at either the High School or Middle School during the school year and is contingent upon proper funding for the program from the school district.

**Article 2 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees as certified in the aforesaid certification of the Labor Relations Commission.

Included in this bargaining unit:

Regular Officers      Reserve Officers      Student Officers  
Temporary/Full-time Officer

The School Resource Officer will be included as a member of the bargaining unit (with some exceptions as cited within the Contact.)

Excluded from this bargaining Unit:

Chief of Police                      Sergeants                      Police Matrons  
Administrative Assistant to the Chief      All other employees of the Town

**Article 3 Wages and Hours of Employment**

1. With the exception of Reserve Officers and Student Officers, the workweek shall be administered by a four (4) days on and two (2) days off work schedule and shall consist of 8-hour and 35-minute work days. Officers will be required to work their full days. For purposes of this agreement, overtime will be paid after 8.5 hours have been worked.

2. For purposes of the pay schedule below, a newly hired officer's first year of service begins to run on the officer's date of hire and continues until the beginning of the officer's academy training. Upon the successful completion of training, the new officer shall return to the step on which the officer was at the time academy training began. Annual step and cost-of-living increases shall be given on July 1<sup>st</sup> of each year.

3. The employer shall install a step pay schedule for all Regular Officers, which shall be administered as follows:

**Grade 8A (FY26 shown):** showing 1.75% between steps.

Step 1	2	3	4	5	6	7	8
29.87	30.39	30.92	31.46	32.01	32.57	33.14	33.72

Step 9	10	11	12	13	14	15	16
34.31	34.91	35.52	36.14	36.77	37.41	38.06	38.72

4. The employer shall pay the following rates for Regular and Student Officers. For FY 2027 and FY 2028, this proposal includes the step of 1.75% and COLA of 2.00% per year:

STEPS	1	2	3	4	5	6	7	8
FY26	29.87	30.39	30.92	31.46	32.01	32.57	33.14	33.72
FY27	30.47	31.00	31.54	32.09	32.65	33.22	33.80	34.39
FY28	31.08	31.62	32.73	33.30	33.88	34.47	35.07	35.68

STEPS	9	10	11	12	13	14	15	16
FY26	34.31	34.91	35.52	36.14	36.77	37.41	38.06	38.72
FY27	34.99	35.60	36.22	36.85	37.49	38.15	38.82	39.50
FY28	36.30	36.94	37.59	38.25	38.92	39.60	40.29	41.00

Shifts are defined as:

- First Shift: 6:45 a.m. – 3:20 p.m.
- Second Shift: 2:45 p.m. – 11:20 p.m.
- Third Shift: 10:45 p.m. – 7:20 a.m.

5. The employer shall pay the following rates for Reserve Officers until completion of Bridge Academy:

Each Year 2%	July 1, 2025	July 1, 2026	July 1, 2027
Reserve Officers	\$20.84	\$21.26	\$21.69

Upon completion of Bridge Academy, Reserve Officers are to be paid Step 1 of Regular Officer rates with no yearly step increase:

Each Year 2%	July 1, 2025	July 1, 2026	July 1, 2027
Reserve Officers	\$29.87	\$30.39	\$30.92

6. During absences of the Chief of Police, such as for vacation, personal or sick time, the Select Board and/or Town Manager shall appoint an Acting Chief of Police. Such appointments will normally be made from among the available Sergeants. If no Sergeants are available, then a Regular Officer may be appointed.

7. When appointed Acting Chief of Police, such as for vacation, persona or sick time, the Select Board and/or Town Manager shall appoint an Acting Chief of Police. Such appointments will normally be made from among the available Sergeants. If no Sergeants are available, then a Regular Officer whom shall be appointed in accordance with the definition of Seniority in Article 11. If unavailable, said assignment will be offered to the next most Senior Officer, until the assignment is filled. Notwithstanding the foregoing, the Town reserves the right to appoint a Regular Officer of its choice in the event of an extended illness of the Chief of Police, and in absence of the Sergeant.

8. Upon appointment, a Temporary/Full-time Officer shall be paid at Step 1 of the pay scale, and shall remain at said step during the duration of his or her employment as a Temporary/Full-time Officer. A Temporary/Full-time Officer shall be entitled to the following benefits: health and dental insurance, shift

differential, and holiday pay, as same are provided for in the agreement, in addition to any compensation that an employee would be entitled to under federal or state law (for example, payment for overtime).

Upon the completion of six (6) months of continuous service, a Temporary/Full-time Officer shall accrue three (3) sick days, three (3) personal days, and the use of bereavement leave. No other benefits of employment shall apply. Temporary Full-time Officers shall be entitled to court time and overtime.

9. As an appointed position, the School Resource Officer shall work a non-traditional schedule as described below. This schedule is at the discretion of the Chief of Police and is outside the normal bidding process for shifts. The normal shift bidding process will not be in effect for officers assigned to the Resource Program.

School Resource Officers will be assigned to work an administrative schedule during the school year. This schedule will be Monday through Friday 7:30am to 3:30pm.

During school vacation weeks during the year the SRO will have the option of working a shift assigned by the Chief of Police or to take that time as vacation time. Shifts assigned could include 11:00am to 7:00pm and 7:00pm to 3:00am if needed.

When the school is not in session during June, July, and August, School Resource Officers shall remain on a 5 and 2 schedule determined by the Chief. A basic shift of 11:00am to 7:00pm and 7:00pm to 3:00am will be used for the Resource Officers during the summer but they may be moved to fill in for officers on vacation at the discretion of the Chief of Police.

The School Resource Officers will return to school contingent upon the date determined based on the school calendar provided by the Central Berkshire Regional School District. Article 6.2 of the teacher's contract states:

“Students shall report to school September 1 (Saturday, Sunday, and Labor Day excluded in which case students will report to school on the next working day.) Teachers shall report two working days prior to the day students report. The work year shall be no more than four days beyond the number of days pupils are required to be in attendance by the School Committee and will terminate no later than June 30<sup>th</sup>.....”

The School Resource Officer Schedule will be included on the regularly posted schedule showing all days worked as well as any vacation days or scheduled days off.

**Snow Days/Teacher In-Service Days/School Half Days:**

If a snow day is declared the officers will report to the station in uniform to work as assigned by the Chief of Police.

Officers will attend teacher In-Service Training if the subjects are of a nature that relates to their resource position, otherwise they will report to the station in uniform to work as assigned by the Chief of Police.

If school has a half-day then officers will report to the station at noon for assignment by the Chief of Police. Officers may choose to take this time off as personal or vacation time in a four- or eight-hour block.

**Article 4      Shift Differential**

1. Regular Officers and Temporary/Full-time Officers shall receive a shift differential for their assigned shifts based on the following schedule:

**Monday thru Sunday:**

2:45 P.M. to 11:20 P.M. ....	11%
6:45 P.M. to 3:15 A.M. ....	11%
4:45 P.M. to 1:15 A.M. ....	11%
10:45 P.M. to 7:20 A.M. ....	12%

School Resource Officer (June, July, August)

11:00 A.M. to 7:00 P.M. ....	5.5%
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Sunday only:

6:45 A.M. to 3:20 P.M. ....	11%
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1. The above shift differential payment shall apply to all vacation, personal, sick and bereavement days, stress time, cell watch, call-in, court time, and in-service time. Shift differential shall not apply to any extended sick time, which may be granted.
2. The above shift differential shall be applied to overtime hours based on the normally scheduled shift rate. (i.e. Overtime hours, which extend into the next shift will not be paid at the next shift rate).
3. If a Regular Officer or Temporary/Full-time Officer is temporarily assigned to a shift other than that officer's normally scheduled shift, payment shall be at a rate equal to the higher of the normally scheduled shift rate or of the shift rate of the temporary assignment.
4. The above shift differentials will apply to part-time officers.

**Article 5      Disciplinary Action**

1. Any complaint filed against an Officer of the Dalton Police Department must be corroborated with evidence in order to validate the claim. A complaint with no evidentiary support will be dismissed immediately.
2. Internal investigations shall normally be conducted by the Chief or a Sergeant. Regular Officers shall not be required to investigate another officer except under extraordinary circumstances and then only with the prior approval of the Town Manager.
3. No employees will be disciplined without Just Cause.

**Article 6 Time and One Half**

1. Regular Officers and Temporary/Full-time Officers shall be compensated at rate of 1.5 times their normally scheduled shift rate for all hours worked in excess of normal work schedule.
2. Regular Officers and Temporary Full Time Officers shall be compensated at a rate of 1.5 times their normally scheduled shift rate for all hours worked in excess of 8 hours and 35 minutes actually worked in a 24-hour work day. (“Outside Work” hours shall not be included in the total number of hours worked.)
3. School Resource Officers will be required to attend traditional Parent Teacher Meetings and Parent Orientation Meetings set up by the school each year and will be eligible for overtime pay for attending meetings. Any overtime will be subject to the approval by the Chief of Police.

**Article 7 Off Duty Compensation**

1. Off Duty officers and Temporary/Full-time Officers called in to perform services for which they have been specifically trained shall receive a minimum of three (3) hours pay at the rate of 1.5 times their normally scheduled shift rate.
2. Bargaining Unit members shall be paid at a rate of 1.5 times their normally scheduled shift rate while off-duty for time spent at Superior Court, District Court, Juvenile Hearings, Registry of Motor Vehicle hearings, Civil Cases or hearings, and In-Service training. Regular officers will receive a minimum of three (3) hours pay for the above. This provision shall also apply to continued cases where more that one (1) appearance is necessary.

**Article 8 Rate of Pay for Outside Work**

1. Officers shall be paid \$60.00 per hour for details within the Town of Dalton. All Central Berkshire Regional School District details shall be \$45.00 per hour. All details outside of the Town of Dalton shall be paid at the rate of the Municipality they are working in.
2. For assignments of four (4) hours or less in one day, there shall be a minimum of four (4) hours pay. For assignments more than four (4) hours in one day, there shall be a minimum of eight (8) hours pay. A rate of 1.5 times the above rates shall be paid for hours worked in excess of eight (8) hours in one day.
3. A rate of 1.5 times the above rates shall be paid for all hours worked on Saturdays and Sundays, and Holidays as listed in Article 14. (Note: If a holiday falls on a Saturday or Sunday, the rate of pay remains fixed at 1.5 times the above rate.) A rate of 1.5 times the above rates shall also be paid for all hours worked between 6 p.m. and 6 a.m., which shall be called “emergency details.”
4. The Town shall require prior notice of cancellation of a request for special police detail. Such notice shall allow for a minimum of four (4) hours notice of cancellation to the officer(s) assigned: A minimum of four (4) hours pay shall be due to the assigned officer(s) for failure to provide the aforementioned notice.

5. A minimum of two (2) officers shall be required for assignments where alcoholic beverages are being served.

### **Article 9      Outside Work**

1. Outside Work assignments shall be offered to the Sergeant and Regular Officers then to Temporary Full Time Officers and then to Reserve Officers prior to seeking officers from outside of the department. School Resource Officers will be allowed to work outside details that are not in conflict with their assigned school scheduling duties.

2. A posted roster of outside work assignments shall be maintained. Assignments shall be posted to this roster as far in advance as possible.

3. Work assignments shall be distributed as equally as possible. Only assignments worked in the fiscal year by an officer shall be considered when assigning work. The officer with the least amount of details worked, at the time of the assignment, shall be awarded the detail. Seniority shall apply in the event of a tie. If an officer is hired during the fiscal year, a prorated number of details, based on an overall average of the department, will be calculated and levied against the newly hired officer and shall apply for the remainder of the fiscal year.\* Final approval of this levy will be made by the Chief of Police, or his designee. A four-hour assignment is tallied the same as an eight-hour assignment. \*An officer who signs up for a full assignment will be given preference over an officer who signs up for half of the assignment, unless two regular officers with fewer assignments fill it.

\*Example 1: If an Officer joins the Police Department the Chief or his designee shall tally the total of the department's details and assign a prorated number. This process will be done by removing the high and low number. The remaining Officer's details will be averaged for the prorated number.

\*Example 2: Western Massachusetts Electric Company has requested a detail Officer from 0700-1500. Officer A requests to work the detail from 0700-1500, Officer B requests to work the detail from 0700-1100, and Officer C requests to work the detail from 1100-1500. Officer A has 30 details levied against him, Officer B has 10 details levied against him, and Officer C has 7 details levied against him. Officer's B and C would be assigned the detail as their combined total (17) is less than Officer A's total (30).

4. Employees on sick or bereavement leave shall not be eligible for Outside Work Assignments. Officers may not use personal time for details.

### **Article 10      Extra Work**

1. Extra Work assignments shall be offered to Sergeants and Regular Officers and then Temporary/Full-time Officers, and then to Reserve Officers ahead of all others in the department. This shall include assignments required as a result of illness, bereavement, and personal time.

2. This shall not include shifts ordinarily worked by Reserve Officers as the result of scheduled vacations or days off or by personnel acting in the capacities of Chief.

3. Employees on vacation shall be eligible for Extra Work assignments. Such Extra Work may be assigned to employees on their regularly scheduled days off.
4. The Seniority provisions of Article 11 shall be observed in administering the assignments of extra work
5. Seniority shall be observed in filling shift vacancies. Off duty personnel may be used to fill vacancies. Shifts shall not be altered to create seniority. Whichever shift the officer is absent from is where the vacancy exists.
6. In cases of extended illness, a regular work schedule may be made and Reserve Officers may be used. Any vacancy of more than two days shall be considered an extended vacancy.
7. School Resource Officers will be allowed to work extra shifts that are not in conflict with their assigned schedule or duties.

**Article 11 Seniority**

1. Seniority shall be defined as: Time in the Dalton Police Department in a full-time capacity.
2. Seniority shall be observed in the assignment of Regular Officers to various shifts unless shift preference is waived. Extra work assignments shall be distributed as equally as possible based on a rotating schedule with seniority determining the order of rotation. An assignment refused shall be considered the same as an assignment worked in determining equal distribution.
3. School Resource Officers are not part of the regular shift bidding process for the department because of their Administrative School Schedule. Seniority rights will be observed between the two Resource Officers for shifts assigned when not working in the schools.

**Article 12 Career Incentive Pay Program**

1. The Town shall pay Regular Officers an annual career incentive at the rates prevailing as of April 1, 1993 pursuant to Massachusetts General Law Chapter 41, Section 108L as follows:

10 Semester Credits	3 % increase
25 Semester Credits	6% increase
40 Semester Credits	8% increase
Associate Degree	10% increase
Baccalaureate Degree	20% increase
Master’s Degree	25% increase

2. For Regular Officers hired after July 1, 2009 but prior to July 1, 2019, and either: 1) possessed a degree in criminal justice or related field prior to July 1, 2019; or 2) possessed a degree in a field other than criminal justice prior to July 1, 2019, the Town shall recognize Criminal Justice Life

Experience for the full-time police academy plus their full-time field related work experience in addition to their current degree. These Regular Officers shall be paid the following annual stipend.

3. For Regular Officers appointed prior to July 1, 2019, who earn a degree after July 1, 2019 and Regular Officers appointed after July 1, 2019, who earned a degree prior to or after July 1, 2019, the Town will NOT recognize life experience as noted in Article 12 paragraph 2 above. In order for these Regular Officers to be eligible for an annual career incentive stipend.
  - a. Degrees shall be attained in educational institutions accredited by the Massachusetts Board of Higher Education or the New England Association of Colleges and secondary schools
  - b. Said degrees shall be in Criminal Justice or Law Enforcement. Other degrees if relevant to the field such as sociology or psychology shall also be eligible with significant course work in the field, and
  - c. Transcripts for all Regular Officers receiving an annual stipend shall show coursework in following areas and with passing grades: Administration of Justice, Corrections, Criminology, Criminal Law, Ethics, Policing and Research Methods and related cognates for at least 18 credits for an Associate's Degree, 30 credits for a Bachelor Degree and 30 credit hours for a Master's Degree.
  - d. These Regular Officers shall be paid the following annual stipend, paid in two installments, in December and June:

Associates:	\$3,000
Bachelor:	\$5,500
Masters:	\$7,000
4. Officers who receive incentive pay pursuant to Paragraph 1 of this Article shall not be eligible for additional pay under Paragraphs 2 or 3.
5. As required by the Federal Fair Labor Standards Act, said stipend to be paid under Article 12 paragraphs 2 and 3 above shall be included in an officer's regular rate of pay for the purpose of calculating a Regular Officer's Overtime pay.
6. Stipends to be paid under paragraphs 2 and 3 above shall be paid on the following schedule: 50% in the first pay period after July 1<sup>st</sup> of the fiscal year and 50% in the first pay period after January 1<sup>st</sup> in the fiscal year.
7. For Officers who are advancing their education, the Town would pay for one course per year, up to \$2,000, and reimburse for one additional course per year at \$2,000 maximum if degree is completed, subject to section c above
8. The employee receiving benefits under section d above must agree to work for the Town for at least 1 year for Associate's degree, 2 for Bachelor's; and 3 for Master's Degree, except in the case of retirement (not transfer), or must reimburse the Town for all payments under this section.
9. The Town will pay an additional 2% on top of base pay for officers with EMT certification
10. The Town will pay an additional \$1.00 per hour when officer is deployed for field training
11. The Town will pay an additional annual stipend of \$300 for each of the following certifications:
  1. Drone training (FAA certification)
  2. Crisis Intervention Training
  3. Sexual Assault Investigator
  4. Field Training Officer

**Article 13 Training and In-Service Expenses**

1. The Town will reimburse Employees for out of pocket expenses incurred as a result of attendance at required or approved training or in-service programs as follows:

Meals	Up to \$25.00 per day maximum
Use of personal vehicle	At the then current Federal standard mileage rate allowed for business miles.

2. Business miles shall be based on the distance between the employee's assigned work place and the program site. Reasonable time required for traveling to or from the program site shall be considered hours worked.

3. Reimbursement for Student Officers shall be in accordance with the policy established by the Chief.

4. To be eligible for reimbursement an employee must have had prior approval of the Chief and must submit all receipts documenting the expenses. The maximum meal reimbursable tip is 20%.

5. School Resource Officers will be required to attend departmental meetings and training as assigned by the Chief of Police.

**Article 14   Holidays**

1. There shall be thirteen (13) paid holidays for full time employees as follows:

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

2. Observance of holidays shall coincide with the official observance of the holiday in the Commonwealth of Massachusetts except as noted for Easter Sunday. (\*\* As observed by the employee. Alternately, an officer may substitute another day of their choosing for Easter Sunday.)

3. The "holiday" day will be the 24-hour period which begins with shift starting at 11:00 p.m. on the evening preceding the observance of the holiday.

4. A Regular Officer scheduled to work on a designated paid holiday shall be paid at a rate one and one half (1.5) times for all hours worked that day in addition to the holiday pay.

5. If an observed paid holiday occurs on a Regular Officer's scheduled day off; the officer shall receive his/her normal pay for that pay period plus payment for the holiday.

6. If a Regular Officer is called into work on an observed paid holiday which occurs on his/her scheduled day off the officer shall be paid at a rate of double time for all hours worked that day in addition to the holiday pay.

7. If a Reserve Officer or Temporary/Full-time Officer works on an observed holiday as listed above, the officer shall be paid at a rate of one and one half (1.5) times for all hours worked that day.

8. If an observed paid holiday occurs on a work day for which a Regular Officer has been granted paid sick, personal, bereavement, or vacation leave, the Officer shall be paid the holiday pay in addition to the leave pay to which he/she may be entitled.

9. School Resource Officers will have Holidays that fall during the school week off with pay.

10. The day after a holiday such as the Friday after Thanksgiving, the Officers shall report to work at the station on a shift assigned by the Chief of Police or the Officers can take that day as a vacation or personal day.

11. Holidays which occur on a Saturday shall be observed on the preceding Friday. Employees required to work on an observed holiday shall receive their normal hourly pay in addition to the Holiday pay. Alternately, the employee may elect to observe the holiday on another day.

**Article 15 Insurance Programs**

The Town of Dalton shall offer Regular Officers participation in all of its group insurance programs.

**Article 16 Vacations**

1. Persons hired as Regular Officers shall be entitled to a paid vacation in accordance with the following schedule:

Upon the completion of six (6) months of continuous service .....	1 week
Upon the completion of one year of continuous service .....	2 weeks
Upon the completion of five years of continuous service .....	3 weeks
Upon the completion of ten years of continuous service .....	4 weeks
Upon the completion of fifteen of continuous service .....	5 weeks
Upon the completion of twenty of continuous service .....	6 weeks

2. Payment in lieu of vacation may be given in extraordinary circumstances and with prior approval of the Chief and Town Manager.

3. Vacation pay shall be based on an employee's current hourly rate at the time the vacation is scheduled. The vacation week shall consist of five (5), eight (8) hour days.

4. If a continuous service anniversary date occurring after January 1 entitles an employee to additional vacation time, employees may be allowed to schedule this additional vacation, with pay, prior to their anniversary date but after January 1 under the following conditions:

- a. Payment is made at the vacation pay rate for which the employee is eligible at the time the vacation time is taken and,
- b. The employee agrees, in writing, to reimburse the Town for any payment received should termination of employment occur, for any reason, prior to the employee's anniversary date.

5. All vacation schedules must be approved by the Chief. The Chief will not unreasonably deny a request for vacation time. More than one officer may be allowed vacation at the same time with the approval of the Chief. In the event of conflicts between requested vacation schedules, preferences shall be given to seniority. Any regular officer denied vacation leave time shall be given a written explanation of denial as soon as possible.

6. School Resource Officers must follow the same procedure as we have at this time to take vacation. It will be the Officer's responsibility to provide the Chief of Police with the proper paperwork and for the officer to notify the principal if they are taking a school day off for vacation. Officers may take school vacation weeks off however if they choose to they will report to work at the station on a shift as assigned by the Chief. In the case of school vacation weeks (Christmas Break, February Vacation, and April Vacation), SRO will remain on the Administrative schedule but could be assigned to any shift by the Chief including a split shift. A schedule as provided will list any school vacation or other day off as an Option Day. SRO will have the option of taking personal time or coming into work on a shift assigned by the Chief of Police.

#### **Article 17                      Personal Illness**

1. Employees shall not be eligible for sick leave for any illnesses or injuries that are self inflicted or that are a result of engagement in an unlawful activity.
2. A certificate from a doctor shall be required on the fourth consecutive day of absence on sick leave, or in case of an SRO on the fifth (5<sup>th</sup>) consecutive day, and if such a certificate is not furnished, the employee will not be entitled to sick leave pay. Further, after an employee has more than eight (8) total absences on sick leave during any one fiscal year, or ten (10) days in the case of an SRO, the Town shall require that he be examined by a Town designated physician before granting employee additional sick leave pay for the remainder of the fiscal year.
3. School Resource Officers will be required to report in to the Chief of Police and the principal of the school they are assigned to if they call in sick.
4. School Resource Officers will not be allowed to participate in any athletic events such as student/teacher exhibition games or athletic events. All required school activities such as Natures Classroom, The Civilian Academy Program, or others will be approved by the Chief of Police in writing prior to participation. Any injury sustained during a non-approved activity and/or not in accordance with regular school duty will not be covered as Injury on Duty.
5. Employees shall accrue one and one-quarter (1¼) days of sick leave each month, on the first day of the month, for a total of fifteen (15) sick days per year. Upon retirement, or voluntary termination after at least one (1) year continuous service, employees shall be compensated for each unused accumulated sick days at a rate of 50% of the employee's rate at the time of retirement or

termination, not to exceed eighty (80) days to be converted. Sick days that were accumulated by employees prior to the execution of this current agreement will, upon retirement, or voluntary termination be compensated a rate of 25% of the employee's rate at the time of retirement or termination in accordance with the provisions of prior agreements.

6. Employees entitled to Extended sick leave as of June 30, 2007, shall be granted the following additional paid sick leave on July 1, 2007:

- With the completion of one year of continuous service.....6.25 days
- With the completion of five years of continuous service.....12.50 days
- With the completion of ten years of continuous service.....18.75 days
- With the completion of fifteen years of continuous service.....25.00 days

12. Until such time as Extended Sick Leave is eliminated on July 1, 2007, no employee having been granted extended paid sick leave in accordance with this section shall be entitled to holiday pay, personal leave, bereavement leave, and/or stress time during the term of said leave.

13. Employees shall be allowed to use a maximum of 16 hours of their accrued sick leave to care for immediate family members as defined in Article 19, Section 2.

**Section A: Injury in the Line of Duty**

Officers injured in the line of duty will be compensated consistent with G.L. c. 41 Section 111F. Any disputes regarding the administration of this provision will be subject to the grievance and arbitration procedure in this contract. Employees must choose between arbitrating the claim and pursuing the claim in court under G.L. C. 41 Section 111F.

**Section B: Limited Duty**

At the Chief's discretion, limited duty will be available for both on the job and off the job injuries and serious health conditions in which limited duty is medically approved. Approval by the Chief for limited duty will not be unreasonably withheld.

**Article 18 Personal Leave**

1. Upon completion of six (6) months continuous service and before completion of one (1) year of continuous service, a Regular Officer shall be granted two (2) days of leave with pay for personal reasons. Upon the completion of one (1) year of continuous service, a Regular Officer shall be granted four (4) days of leave with pay for personal reasons each fiscal year. Any Regular Officer denied personal leave time shall be given a written explanation of denial as soon as possible.

2. School Resource Officers must follow the same procedure as we have at this time to take personal days. It will be the Officer's responsibility to provide the Chief of Police with the proper paperwork and for the Officer to notify the principal if they are taking school days off for personal reasons. A schedule

as provided will list any school vacation or other day off as an Option Day. SRO will have the option of taking vacation or personal time or coming into work on a shift assigned by the Chief of Police.

3. The Town agrees to a Sick Time Pool, the use of which is subject to approval by Management, details to be an internal DPOU matter, with any changes to internal policy taking place between July 1 and Dec 30 of any fiscal year

4. The Town agrees to 30 working shifts of maternity and paternity leave for children born to an officer or spouse, or adopted by an officer, in addition to other leave. Such leave shall be taken continuously unless agreed to by both parties in writing, and in no case shall be divided into more than two parts. Such leave must be taken within six months of birth or adoption.

**Article 19**                    **Bereavement Leave**

Section 1:

Upon the completion of sixty (60) days of continuous service, a Regular Officer shall be granted bereavement leave required for funeral or related arrangements in accordance with the following:

For immediate family members living in the employee's Household or for an employee's children and parents or for Employee's mother- or father-in law..... 5 days

For other immediate family Members..... 3 days

For extended family members.....1 day

Section 2:

"Immediate Family" shall include the employee's spouse, children, parents, brothers, sisters, and the parents of spouse as well as the same step relationships.

Section 3:

"Extended Family" shall include the grandparents, aunts and uncles of the employee and spouse as well as the grandchildren, sons and daughter-in-law, brothers and sisters-in-law.

Section 4:

Employees having no spouse may declare one person as a "Domestic Partner". Only one such declaration may be made in a fiscal year.

**Article 20**                    **Uniforms & Equipment**

1. Employees shall receive reimbursement for the purchase and maintenance of uniforms, required personal equipment including safety glasses and required firearm permits, and court attire (up to \$375 every three years), according to the following schedule:

Regular Officers shall receive up to	\$950.00/year
Temporary/Full-time Officers shall receive up to	\$600.00/year
Reserve Officers shall receive up to	\$600.00/year

2. Due to the nature of the duties of the School Resource Officer the School Resource Officer will be allowed to purchase regular “street” clothing at the discretion of the Chief of Police to wear while working as School Resource Officers. Examples of such clothing will include the following:

- Button up (Oxford type) shift and/or Golf type shirts
- Docker-type dress pants
- Brown or Black dress shoes
- Brown or black leather belts
- Neck Ties

The School Resource Officers will be allowed to spend \$425 of \$850 clothing allowances for such purchases.

3. All requests for reimbursement must be accompanied by an itemized bill and submitted to the Chief for review and approval.
4. In addition to the above, the Chief may authorize reimbursement for the replacement or repair of uniforms and equipment damaged in the line of duty.
5. The Chief shall approve and administer any program established for the cleaning of officers’ uniforms.

**Article 21                    Return to Bargaining Unit**

Employees promoted to the position of Sergeant or above within the Police Department may be returned to their former classification as a Regular Officer in the bargaining unit in accordance with their total length of continuous Police Department service.

**Article 22                    Stress Time**

At the discretion of the Police Chief and with the approval of the Town Manager, time off may be granted to a regular officer as stress time. This time shall be granted for unusual stress which is the result of particularly meritorious conduct or a duty related incident. Any action taken by the Chief in accordance with this article shall be followed by a written report to the Select Board.

**Article 23                    Personal Safety**

1. The Employer shall provide each employee preventive immunization shots or treatments for the following infectious diseases:

- |               |              |
|---------------|--------------|
| Flu           | Tuberculosis |
| Hepatitis “B” | Rabies       |

2. In addition to the above, the employer shall provide any other shots or follow-up treatments that may be required or recommended as a result of exposure to infectious disease in the course of duty.

**Article 24                      Physical Fitness**

1. The employer shall reimburse a Regular Officer for fifty percent (50%) of the annual cost of membership in a Health or Physical Fitness Facility, up to a maximum of the two hundred dollars (\$200.00) per year. To be eligible for reimbursement, the facility must be approved by the Chief and the officer shall demonstrate regular use of the facility and active participation in a physical fitness program.

2. Approval of a facility chosen by an officer shall not be denied without sufficient cause. Any denial of approval may be appealed to the Town Manager.

**Article 25                      Grievance Procedure**

1. The following procedure for the filing and processing of grievances shall be followed:

**Step 1**

Within five (5) days of the occurrence of the alleged violation or within three (3) working days of when the employee knew or should have known of the alleged violation, a grievance shall be filed with the Chief, in writing, by the employee or Union representative. Within five (5) days of receipt of the grievance, the Chief shall investigate and communicate a response, in writing, to the employee or representative. If the nature of the grievance requires additional time to investigate, the Union, upon written request from the Chief, shall grant an additional five (5) days for response or such additional time as may be mutually agreed to.

**Step 2**

Section 1: Should the grievance remain unresolved, the Union may request a hearing of the grievance by the Town Manager. Such request shall be made within three (3) days of receipt of the Step 1 response.

Section 2: Within three (3) days of receipt of the Union's request, the Town Manager shall notify the Union, in writing, of the date, time, and location of the requested hearing. This hearing shall be scheduled no later than five (5) days following the Union's request except by mutual agreement. A said hearing, each party may designate up to three representatives who shall have the right to present evidence to be heard.

Section 3: Within five (5) days of the conclusion of the hearing, the Town Manager shall communicate a written response to the Union. If the nature of the grievance requires additional time to investigate, the Union, upon written request, shall grant an additional five (5) days for response or such additional time as may be mutually agreed to.

Section 4: In the absence of the Town Manager, Step 2 will be omitted and the grievance will advance to Step 3.

**Step 3**

Section 1: Should the grievance remain unresolved, the Union may request a hearing of the grievance by the Select Board. Such request shall be made to the Town Manager within three (3) days of receipt of the Step 2 response.

Section 2: Within fifteen (15) business days of receipt of the Union's request, the Select Board shall notify the Union, in writing, of the date, time, and location of the requested hearing. This hearing shall be scheduled no later than fifteen (15) business days following the Union's request except by mutual agreement. At the Step 3 hearing, all parties shall have the right to be represented by an attorney, to be heard, to present witnesses and evidence material to the grievance, and to cross examine witnesses. The Select Board may recess a hearing for continuance to a future mutually agreed to date and time in, in its opinion, additional sessions are warranted.

Section 3: Within five (5) days of the conclusion of the hearing, the Select Board shall communicate to the Union a written response signed by a majority of the Board. If the nature of the grievance requires additional time to investigate, the Union upon written request, shall grant an additional five (5) days for response or such additional time as may be mutually agreed to.

#### **Step 4**

If the grievance is not settled, either party may request arbitration within thirty (30) days by notifying the other party in writing. The Parties may mutually choose an arbitrator, or, if the parties are unable to do so within fifteen (15) days, either party may initiate American Arbitration Association ("AAA") proceedings for arbitrator selection pursuant to AAA's rules. An employee must select either the Civil Service Commission, where applicable, or the grievance and arbitration procedure, but cannot utilize both procedures. Once a grievance or an appeal to the Commission is initiated, the employee waives his right with prejudice to commence use of the other procedure that was not selected.

#### **Article 26**                      **Duration of Agreement**

The parties agree to a three-year agreement, for the period of July 1, 2022 through June 20, 2025.

#### **Article 27**                      **Contract Negotiations**

Within 240 days or 8 months prior to the expiration date of this agreement, either party may request to enter into negotiations for the purpose of arriving at a new agreement. Such request shall be in writing, shall provide fifteen (15) days notice to the other party and shall specify the date and time requested for the first meeting.

#### **Article 28**                      **Applicable Law**

1. The Union and the Town agree to abide by all the laws of the Commonwealth of Massachusetts and all the By-Laws of the Town of Dalton in effect on the date of the execution of this agreement, unless a specific provision of this agreement conflicts with said law or by-law, in which case the provisions of this agreement shall prevail.

2. U.S. and Massachusetts General Law applicable to this contract includes but is not limited to the following:

Eligibility	Chapter 31, Section 27
Seniority	Chapter 31, Section 33
Discharge	Chapter 31, Section 41
Probationary Period	Chapter 31, Section 61
Performance Review	Chapter 31, Section 6A
Membership	Chapter 41, Section 97
Incentive Pay	Chapter 41, Section 108L
Injury in Line of Duty	Chapter 41, Section 111E
Student Officer	Chapter 41, Section 96B
Strikes	Chapter 150E, Section 9A
Grievances & Arbitration	Chapter 150E, Section 8
Military Leave	30 USCA Section 4311 & M.G.L. C. 149 Section 52A

3. If the State either changes or fails to fund the Quinn Bill, the parties agree to meet upon the request of either party to discuss the change. Nothing in the preceding sentence will constitute an admission or waiver relative to any position concerning the rights and obligations of either party under the Quinn Bill.

**Article 29**                      **Management Rights**

Except as expressly and specifically modified by this agreement, the Town reserves and retains the regular and customary rights and prerogatives of municipal management. These rights and prerogatives include, but are not limited to the rights: to hire, promote, transfer, assign and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the method, means and personnel by which operations are to be conducted; to institute technological changes and revise equipment and facilities; to organize and reorganize the work force to include elimination of departments and positions as required; to subcontract part of the work force; and to take whatever action may be necessary to carry out work in emergency situations. The Select Board may issue rules and regulations for the conduct and governance of police department operations.

**Article 30**                      **Entire Agreement**

1. This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless, in writing, ratified and executed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.
3. Notwithstanding the foregoing, the Town agrees that it will not implement changes in mandatory subjects of bargaining without first giving the Union notice and an opportunity to bargain in accordance with G.L. c. 150E.

4. The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

## **Article 31                      Union Business**

### **1. Access to the Premises**

Union staff representatives shall have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of Union representatives and their areas of jurisdiction.

### **2. Paid Leave For Union Business**

(A) Upon reasonable notice and upon receiving approval from the Chief or his or her designee, Union officials shall have time off without loss of pay for union business, as long as operations are not unduly interrupted. Permission for paid union leave will not be unreasonably withheld.

(B) Three Union officials or their designees will have two days off without loss of pay to attend the Massachusetts Coalition of Police convention (in lieu of and under the same conditions as union officials were formerly allowed time off without loss of pay to attend Massachusetts Police Association convention).

### **3. Union Use of Premises for Union Business**

The Union shall be permitted to use those facilities of the Employer for the transaction of Union business during working hours, and to have reasonable use of the Employer's facilities during off-duty hours for Union meetings, subject to advance notice and approval of the Town. Such approval will not be unreasonably withheld.

### **4. Bulletin Boards**

The Union may post notices on bulletin boards or at an adequate part thereof in places and location where notices are usually posted by the employer for employees to read. The notices may remain posted for a reasonable period of time.

### **5. Union Pins**

All employees will be permitted to wear their Massachusetts Coalition of Police pins on their uniforms.

## **Article 32. Miscellaneous**

1. All employees shall be considered probationary during their first (12) months of employment. Notwithstanding any provision of the Agreement to the contrary, probationary employees may be dismissed with or without cause, and employees shall not have any access to grievance procedure during their probationary period.

2. All employees shall be considered probationary during their first twelve (12) months of employment. Notwithstanding any provision of the Agreement to the contrary, probationary employees may be dismissed with or without cause, and employees shall not have any access to grievance procedure during their probationary period.
3. The Town reserves the right to negotiate with the Union certain fitness standards to comply with relevant laws, and to ensure the safety of its employees and its citizens.
4. All other terms of the parties' Collective Bargaining Agreement will remain in effect, unless expressly modified herein.

**Signature Page:**

Witness to our hands this 14<sup>th</sup> day of January, 2025

**Town of Dalton**

By: ~~Town Manager~~ Select Board *OK*

*J. M. Boyle*  
*Robert W. Boylston*  
*Daniel E. ...*  
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**Dalton Patrol Officer's Union**

By the following persons:

*Justin Boyle*  
 Union President  
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 \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
 Town Counsel