

Agreement Between
The Town of Dalton
and
The Dalton Dispatchers Association

This Agreement made and entered into on this 31st day of March, 2025, by and between the TOWN OF DALTON (hereinafter referred to as the "Town") and THE DALTON DISPATCHERS ASSOCIATION (hereinafter referred to as the "Association") 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 May 1, 1995 (Case No. MCR 4390).

Term of Agreement:

July 1, 2025 to June 30, 2028

Table of Contents

<u>ARTICLE</u>		<u>PAGE</u>
Article 1.	Definitions.....	3
Article 2.	Recognition.....	3
Article 3.	Wages and Hours of Employment.....	4
Article 4.	Shift Differential.....	6
Article 5.	Time and One-Half.....	6
Article 6.	Extra Duty Compensation.....	7
Article 7.	Seniority.....	7
Article 8.	Training and In-Service Expenses.....	7
Article 9.	Holidays.....	8
Article 10.	Insurance Programs.....	8
Article 11.	Vacations.....	10
Article 12.	Personal Illness.....	11
Article 13.	Personal Leave.....	11
Article 14.	Bereavement Leave.....	12
Article 15.	Calculation of Vacation, Holiday and Leave Time.....	12
Article 16.	Jury Duty.....	13
Article 17.	Grievance Procedure.....	13
Article 18.	Duration of Agreement.....	14
Article 19.	Contract Negotiations.....	14
Article 20.	Management Rights.....	14
Article 21.	Entire Agreement.....	15

Article 1

Definitions

- A. The term “employer” shall mean The Town of Dalton.
- B. The term “employee” shall mean the Regular Dispatchers of the Dalton Communications Department.
 - 1. The Term “Regular Dispatcher” shall mean all dispatchers who are regularly scheduled to work twenty (20) or more hours per week.
 - 2. The Term “Reserve Dispatcher” shall mean “on-call” part-time dispatchers.
 - 3. The Term “Student Dispatcher” shall mean dispatchers assigned to an initial training period.
- C. The term “Association” shall mean the Dalton Dispatchers Association.
- D. The term “Board” shall mean the Select Board of the Town of Dalton.
- E. The term “Director” shall mean the Director of the Dalton Communications Department.
- F. The term “Department” shall mean the Dalton Communications Department.
- G. The term “Extra Work” shall mean any assignment outside of an employee’s normally scheduled shift and where services are required by the Employer.
- H. The terms “Town Manager” and “Manager” shall mean the Dalton Town Manager.
- I. The term “Work Day” is the 24-hour period beginning at the start of the dispatcher’s shift.
- J. The term “Work Week” shall mean the 7-day period beginning each Monday at 7 a.m. and ending the following Monday at 6:59 a.m.
- K. The term “Grievance” shall mean an allegation by one party to this agreement that the other party has violated a specific provision of this contract.”
- L. The term “Probationary Employees” shall mean new employees, and newly hired Reserve Dispatchers, who have not yet completed six (6) months of service and an initial training period as required by the Director. Probationary employees shall complete said training period within the probationary period in order to successfully complete probationary employment.

Article 2. Recognition

The Employer recognizes the Association 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 Labor Relations Commission.

Included in this bargaining unit: Regular Dispatchers
Reserve Dispatchers

Excluded from this bargaining Unit: Director
All other employees of the Town

Article 3. Wages and Hours of Employment

The work week shall consist of one (1) forty (40) hour Administrative work week to be held by the Director of the Communications Center Monday through Friday 7:00am to 3:00pm

The work week for three (3) forty (40) hour employees shall be based on a four (4) day on and two (2) day off rotation. Dispatchers shall work an Eight (8) hour (35) minute day. (8.58 day).

The work week for one (1) twenty-four (24) hour employee shall be based on a three (3) day work week: Saturday, Sunday, Monday, 7:00 a.m. to 3:00 p.m.

All employees shall be considered probationary during the first six (6) months of employment. Notwithstanding any provision of this Agreement to the contrary, probationary employees may be dismissed with or without cause, and employees shall not have any access to the grievance procedure during their probationary period. The Director reserves the right to extend the probationary period up to, but not more than 1 year, if additional training is required.

The Town reserves the right to negotiate with the Association certain fitness standards to comply with the relevant laws, and to ensure the safety of its employees and its citizens.

Effective July 1, 2025, All Dispatchers shall enter the Town of Dalton Wage matrix at Grade 6A, Step 1. The Employer shall pay the following July 1, Annual Step Rates for all Dispatchers (identified by initial only below, and assuming no staff changes):

Step	FY26	FY27	FY28
1	22.09	22.53	23.43
2	22.48	22.92	23.84
3	22.87	23.33	24.26

4	23.27	23.73	24.68
5	23.68	24.15	25.11
6	24.09	24.57	25.55
7	24.51	25.00	26.00
8	24.94	25.44	26.46
9	25.38	25.88	26.92
10	25.82	26.34	27.39
11	26.27	26.80	27.87
12	26.73	27.27	28.36
13	27.20	27.74	28.85
14	27.68	28.23	29.36
15	28.16	28.72	29.87
16	28.66	29.23	30.39

FY26. Current Dispatchers will enter Grade 6A at their new respective steps, Step 2, Step 3, Step 5, and Step 7 for an average 7.57% increase.

FY27. Dispatchers will receive a 2% increase **and 1** (1.75%) step increase for an average 3.75% increase.

FY28. Dispatchers will receive a 4% increase **and 2** (1.75%) step increases for an average 7.57% increase.

All new Dispatchers shall start at Step 1, and shall remain in step 1 for a minimum of 1 year, and will remain at Step 1 until the next July 1 annual step increase.

Example: Dispatcher Smith is hired November 1 2022. Smith’s 1 year will be completed November of 2023, missing the July 1 step increase date. Smith will remain at Step 1 until July 2024. Smith will then enter Step 2 July 1, 2024 receiving all annual step increases going forward. Dispatcher will receive all contractual increases to Step 1.

All employees shall be considered probationary during their first six (6) months of employment. Notwithstanding any provision of this Agreement to the contrary, probationary employees may be dismissed with or without cause, and employees shall not have any access to the grievance procedure during their probationary period.

The Town reserves the right to negotiate with the Association certain fitness standards to comply with relevant laws, and to ensure the safety of its employees and its citizens.

Article 4

Shift Differential

Regular and Reserve Dispatchers shall receive a shift differential for their assigned shifts based on the following schedule:

Monday through Sunday:

Shift: 3 pm to 11 pm.....10%

Shift: 11 pm to 7 am.....12%

The above Shift Differential payment shall apply to all vacation, personal, sick, bereavement days and call-in. Shift Differential shall not apply to any extended sick time which may be granted.

If a Regular Dispatcher is temporarily assigned to a shift other than that Dispatcher'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.

Article 5 Time and One-half

Regular Dispatchers normally scheduled for a forty (40) hour work week shall be compensated at a rate of 1.5 times their normally scheduled shift rate for all hours worked in excess of forty (40) hours in one week.

Dispatchers, who work beyond their 8.58-hour shift shall be compensated at a rate of 1.5 times their normally scheduled shift rate for the additional hours worked.

Reserve Dispatchers called in to work on an observed paid holiday shall be paid at a rate of 1.5 times their normally scheduled shift rate for all hours worked.

Article 6 Extra Duty Compensation

Dispatchers shall be paid at a rate of one and one-half (1.5) times their normal scheduled rate for any job related court time, outside their regular work schedule, for which they have been summoned.

Article 7 Seniority and Extra Work

For normally scheduled work, shift assignments of Regular Dispatchers shall be made on the basis of seniority where there is an expressed shift preference. Changes in shift preference may be made only twice per fiscal year effective July 1 or January 1. Shift preference change requests shall be presented, in writing, to the Director a minimum of thirty (30) days prior to the requested effective date.

Extra Work Assignments (Openings in shifts due to vacations, personal, sick, etc.) shall be filed in the following manner:

1. Extra work shall be offered to a qualified Reserve Dispatchers up to a maximum work week not to exceed forty (40) hours and shall be distributed as equally as possible.
2. If qualified Reserve Dispatchers are not available, extra work assignments shall be offered to the 24-hour Regular Dispatcher first, up to 40 hours, but not to exceed 40 hours. If the 24-hour Dispatcher is unable to work an extra shift or has reached 40 hours, overtime shall be distributed to all Regular Dispatchers ~~and shall be distributed~~ as equally as possible based on a rotating schedule with seniority determining the order of rotation.
3. The Director reserves the right to re-schedule its administrative day (Mondays, 7:00 a.m. to 3:00 p.m.) to assist in covering open shifts within the same scheduled week.
4. Every effort will be made to avoid any dispatcher working sixteen (16) consecutive hours.

Article 8 **Training and In-Service Expenses**
Use of Personal Vehicle

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

Meals Up to \$25.00 per day maximum

Use of Personal Vehicle at the then current Federal
Standard Mileage Rate allowed
For business miles

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.

Article 9 **Holidays**

Upon the completion of sixty (60) days of continuous service, a Regular Dispatcher shall become entitled to twelve (12) paid holidays for full-time employees, as follows:

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

Except as noted for Christmas and below, observance of holidays shall coincide with the official observance of the holiday in the Commonwealth of Massachusetts.

The “holiday” day will be the 24-hour period which begins with the 11 pm to 7 am shift on the evening preceding the observance of the holiday.

A Regular Dispatcher required to work on a designated paid holiday shall be paid at a rate of time and one-half for hours worked in addition to the holiday pay.

If an observed holiday occurs on a Regular Dispatcher’s scheduled day off, the Dispatcher shall receive payment for the holiday in addition to his/her normal pay for that pay period.

An employee shall not receive both holiday pay and pay for sick or leave time for the same day. Employees who require sick or personal leave for a holiday on which they have been scheduled to work shall receive their holiday pay.

Article 10 Insurance Programs

Effective July 1, 2025 (FY23)- Town will offer 2 HMO Plans: Network Blue New England and HMO Blue Select.

Town’s Premium Contribution for HMO is 72.5 percent; Employee portion of the Premium Contribution is 27.5 percent.

Town’s Premium Contribution for PPO will be equal to the dollar amount paid for the HMOP Network Blue New England.

The HMO Plans (Network Blue New England and HMO Blue Select) will include the following copayments:

- Primary Care Office Visit: \$25 (No Change)
- Specialist Office Visit: \$35 (No Change)
- Emergency Room: \$100 (No Change)
- Medical Imaging (CT Scans, MRI’s, PET Scans- excluding x-rays): \$100 (No Change)
- Outpatient Day Surgery: \$150 (No Change)
- Hospital Admissions- Inpatient Care: \$250 (No Change)

- Prescriptions:
 - OTC: (No Change)
 - Tier 1 \$10

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 and retain employees; to suspend, demote, discharge or take other disciplinary action against employees; 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/Town Manager may issue rules and regulations for the conduct and governance of dispatch operations.

Article 21 **Entire Agreement**

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.

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.

Therefore, the Town and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

Any subjects or matters referred to or covered in this Agreement, or any subject or matters not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Should the Association allege or change in terms and conditions of employment inconsistent with G. L. c. 150E, it shall have ten (10) days from the date that it knew or should have known of any alleged change to request bargaining over such alleged change.

The failure of the Town or the Association 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 of relinquishment of the rights of the Employer or of the Association to future

performance of any such term or condition, and the obligations of the association and the Employer to such future performance shall continue in full force and effect.

(signature page follows)

