

**AGREEMENT BETWEEN
THE TOWN OF DALTON AND
THE DALTON HIGHWAY/CEMETERY ASSOCIATION**

JULY 1, 2025 TO JUNE 30, 2028

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HOURLY RATES FOR MEMBERS OF THE DALTON HIGHWAY/CEMETERY
ASSOCIATION
BEGINNING JULY 1, OF 2025 AND ON JULY 1 OF 2026 AND 2027

Step Shift for FY 2026 (using FY 2025 wages)

Annual Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
G7A-new steps	25.15	25.58	26.03	26.49	26.96	27.42	27.90	28.39	28.89	29.40	29.91	30.44	30.97	31.51	32.06	32.63

Step Wages for FY 2026

			JC, BP				BC		JH		GD					
G7A	26.10	26.55	27.09	27.49	27.98	28.46	29.04	29.46	30.05	30.51	31.12	31.59	32.14	32.70	33.27	33.87

FY 2026 - FY 2028

	FY 2026		FY 2026		FY 2027		FY 2028
line item and employee	Step Shift Down - FY26	Proposed Step Increase	FY26 = FY25 * 3.785% * 3.785%	Proposed Step Increase	FY27 = FY26 * 3.785%	Proposed Step Increase	FY28 = FY27 * 3.785% * 3.785%
5114 MC	Group Leader G8B S4	+2 steps Proposed G8B S6	33.00	+1 step	34.25	+2 steps	36.89
5114 GD	Operator G7A S9	+2 steps Proposed G 7A S11	31.12	+1 step	32.30	+2 steps	34.79
5114 JH	Operator G7A S7	+2 steps Proposed G 7A S9	30.05	+1 step	31.20	+2 steps	33.60
5114-BC	Operator shared w/ Parks G7A S5	+2 steps Proposed G 7A S7	29.04	+1 step	30.14	+2 steps	32.46
5114-JC	Operator G7A S1	+2 steps Proposed G7A S3	27.09	+1 step	28.12	+2 steps	30.28
5114-BP	Operator G7A S1	+2 steps Proposed G7A S3	27.09	+1 step	28.12	+2 steps	30.28

Entry-level employees for any job classification shall be considered probationary for the first 180 days of employment.

- An appointed employee will receive compensation commensurate to the computed hourly wage of the Highway foreman while acting in that capacity.
- The permanent Highway Superintendent will appoint an acting Highway Foreman in the extent of an extended absence (If required.)
- Recall After Normal Work Day: All Association members who are requested to return to work after 3:30 p.m. on Monday through Friday during winter, or after 4:00 p.m. on Monday through Thursday during summer, or who are requested to return for such work between 12:00 midnight on Friday through 6:59 a.m. on Monday, shall receive three (3) hours minimum for all sewer and highway work. The phrase "...three (3) hours minimum" shall have the following meaning:
 - Is to be referred to as "recall";
 - Is applicable only when an association member, who, after being dismissed at the end of their normal work day and has left work and is requested to return to duty;
 - Is applicable each time an association member performs a recall job, providing he has left work after performing the previous recall job;
 - Is paid equal to time and one half or as otherwise specified in this agreement;
 - Traffic Control and Safety: Flag person on duty at times when Highway, Cemetery and Sewer work is being conducted in areas of poor visibility and/or heavy traffic.

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 Seniority

A. Seniority shall be observed at all times and in the assignment of overtime work in the Department, providing personnel has obtained all required licenses to perform work. Seniority shall be defined by length of continuous employment with the Highway, Cemetery and/or Landfill Departments.

B. The most senior members in the Association shall have the first-right of refusal for any "Additional", "Overtime" or "Recall" work.

C. Seniority excludes the permanent Highway/ Cemetery Superintendents and Foreman personnel.

Article 5 Group Health Insurance

The Town of Dalton shall offer all Highway-Cemetery staff participation in all of its group insurance programs.

additional sick leave pay for the remainder of the fiscal year. Notwithstanding the foregoing, nothing in this paragraph shall be interpreted or construed to limit or in any way prevent the Town from exercising its rights as an employer under the Family and Medical Leave Act of 1993 ("FMLA"), or any other similar federal or state law.

Section A Sick Leave

As of July 1, 2016, employees shall accrue one day of sick leave each month for a total of fifteen (15) sick days per year. Upon separation from employment, after at least one (1) year of continuous service, employees shall be compensated for each unused accumulated sick day at a rate of 50% of the employee's rate at the time of separation, not to exceed eighty (80) days to be converted.

Sick Bank

"Sick Bank" days that are accumulated by an employee prior to June 30, 2006, and exceed eighty (80) days, shall be deemed "grandfathered" and shall not be subject to the eighty day limitation set forth in paragraph (d) below from July 1, 2006 to June 30, 2007. On July 1, 2007, and thereafter, accumulated.

"Sick Bank" days that were grandfathered under this paragraph may be used or converted by an employee, but shall be subject to the eighty-day limitation set forth in paragraph (d) below.

All "Sick Bank" days that were accumulated by employees prior to the execution of this current agreement will, upon an employee's separation from employment, be compensated at a rate of 25% of the employee's rate at the time of retirement or termination in accordance with the provisions of prior agreements.

In no event shall any employee be entitled to convert more than eighty days total.

An employee shall not be entitled to any compensation under this section if separation from employment was the result of discipline arising from an employee's misconduct.

Probationary employees to accumulate time for use after six (6) months;

Personal Leave

All employees after one continuous year will be granted four (4) personal days per year.

Employees with less than one continuous year of service will be granted personal leave as follows:

- Probationary period (first 180 days)—NO DAYS of Personal Leave
- 181st day to completion of one year of service—2 Personal Days

Employees with the approval of the Highway Superintendent or, in his absence, the General Foreman, will be excused from work, without loss of pay or personal days for the purpose of work-related physical exams, eye exams, license renewals or license upgrades.

Article 9

A. Foul Weather Gear, Uniforms, and Work-Related Gear

The Employer shall maintain proper foul weather gear, coveralls (one set per person as needed) and furnish uniforms for each regular employee of the Department as provided for in Section 6J Chapter 40 of the MGL and accepted at the 1973 Annual Town Meeting.

The Employer shall furnish work gloves. The Employer shall pay for the cost of miscellaneous work-related gear except such items as socks and underwear. Up to \$500 per person, per year for the term of the contract.

Employees must obtain the Employer's approval of all purchases in advance and shall promptly hereafter provide receipts documenting these purchases. Employer's approval shall not be unreasonably withheld. Employees have a duty to use reasonable care and maintain all uniforms, gear and equipment that is issued to them and used by them.

The employer will provide crew neck T-shirts which can be worn as outer garments or as undershirts for employees to wear with their respective uniforms. The employer will purchase the initial crew neck T-shirts. Additional or replacement T-shirts can be purchased by using employee's miscellaneous account. The crew neck T-shirts or uniforms are the only authorized shirts to be worn as an outer garment.

B. License Renewals, Continuing Education Credits, and DOT Physicals

The Town shall reimburse Association members for all license renewals required by the Town, all Continuing Education fees, and all DOT-required physical examinations.

Article 10 Drug and Alcohol Policy

In accordance with the Town's drug and alcohol policy, an employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to performing safety sensitive duties. Follow-up tests are unannounced and at least (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. Follow-up testing may be extended for up to sixty months following their return to duty.

An employee who has violated the prohibited alcohol or drug standards shall be required to reimburse the town for the costs of the six (6) follow-up tests required in the first twelve (12) months after an employee returns to duty.

Article 11

Grievance and Arbitration Procedures

Grievance, Dispute and Arbitration Procedures are only associated with contractual issues! Grievances or disputes may arise at various times between members of the Association with relation to the implementation and the administration of the contract. This may occur by the professional relations between the Superintendent and a member of the Association or between the members as a Group and shall be settled in the following manner:

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

Step 1:

Within ten (10) business days of the occurrence of the alleged violation or within ten (10) working days of when the employee knew or should have known of the alleged violation, the employee or the Association representative shall file a grievance with the Superintendent, in writing. Within ten (10) business days of receipt of the grievance, the Superintendent 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 Association, upon written request from the Superintendent, shall grant an additional ten (10) business days for response or such additional time as may be mutually agreed to.

Step 2:

Should the grievance remain unresolved, the Association may request a hearing of the grievance by the Town Manager. Such request shall be made within ten (10) business days of the receipt of the Step I response.

Within ten (10) business days of receipt of the Association's request, the Town Manager shall notify the Association, in writing, of the date, time and location of the requested hearing. This hearing shall be scheduled no later than ten (10) business days following the Association's request except by mutual agreement. At said hearing, each party may designate up to three representatives who shall have the right to present evidence and be heard.

Within ten (10) business days of the conclusion of the hearing, the Town Manager shall communicate a written response to the Association. If the nature of the grievance requires additional time to investigate, the Association, upon written request from the Town Manager, shall grant an additional ten (10) business days for response or such additional time as may be mutually agreed to.

In the absence of the Town Manager (No appointed Town Manager only), Step 2 will be omitted and the grievance will advance to Step 3.

Step 3:

Should the grievance remain unresolved, the Association may request a hearing of the grievance by the Select Board. Such request shall be made to the Administrative Assistant (in the absence of an appointed Town Manager) with ten (10) business days of receipt of the Step 2 response.

The Town Reserves the right to re-open the Agreement in the event that the Town desires to adopt G. L. c. 32B, S. 19, for the sole purpose of amending the CBA to reflect the Agreement reached between the Public Employees Committee and the Town under Section 19.

Re-opener for Long / Short Term Disability Insurance Policy

The Association has the right to reopen the agreement in the event that the Town decides to provide Long/ Short Term Disability Insurance Policy to members of the Association, for the sole purpose of negotiating the terms and conditions of this benefit.

Negotiations of an overall new agreement/ contract shall commence sometime after January 1 , 2025, between the town and the Association. The expression of this right shall be made in writing, upon a fifteen (15) day notice to the Employer and the Employee specifying the time and place negotiations are to take place.

Article 13 Management' s 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, 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 Town Manager may issue rules and regulations for the conduct and governance of Highway/ Cemetery Department operations.

Article 14 Entire Agreement

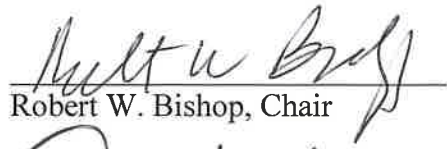
This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified and executed by the parties.

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 opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the duration of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to: any subjects or matter 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 of the parties at the time they negotiated or signed that Agreement.


Witness to our hands this 27 day of March, 2025.

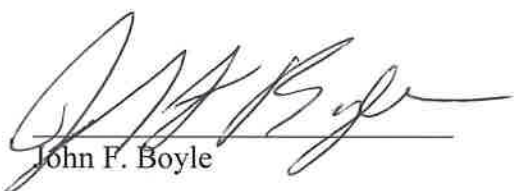
Town of Dalton
By: Its Select Board

Dalton Highway/Cemetery Association
by its Representatives

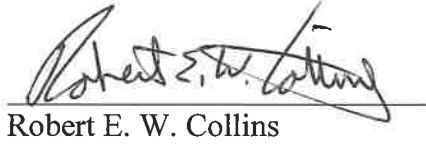

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