

AGREEMENT BETWEEN THE TOWN OF DALTON

And

Dalton Police Supervisors' Union

Massachusetts Coalition of Police

Local #518

(FY 2026 - FY 2028)

THIS AGREEMENT IS ENTERED INTO AS OF JULY 1, 2025 FOR A THREE YEAR PERIOD
TERMINATING ON JUNE 30, 2028, SUBJECT TO ANNUAL AUTHORIZATION AND
APPROPRIATION OF THE DALTON TOWN MEETING.

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ARTICLE 1 : DEFINITIONS

- Employer" shall mean the Town of Dalton.
- Employee" shall mean the Sergeant, Regular officer and Reserve Officers of the Dalton Police Department.
- "Regular Officer" shall mean full-time police officers of the Dalton Police Department.
- "Reserve Officers" shall mean part-time police officer of the Dalton Police Department.
- "Sergeant" shall mean a Sergeant of the Dalton Police Department.
- -Temporary/Full-time officer shall mean temporary full-time officer in the Dalton Police Department but shall not include a regular officer.
- "Union" shall mean the Dalton Superiors Union.
- "Board" shall mean the Select Board of the Town of Dalton.
- -"Town Manager" and Manager" shall mean the Town Manager of the Town of Dalton.
- "Chief" shall mean the Chief of the Dalton Police Department.
- "Department" shall mean the Dalton Police Department.
- "Outside Work" shall mean any police assignment outside of an employee's normally scheduled shift and where services are compensated by other than the Employer.
- "Extra Work" shall mean any overtime police assignment over 8 hours per day or 40 hours per week paid for by the Town required for patrol, investigation, court, emergencies, town paid details (highway, or voter polls) or community policing efforts (Driver Ed, TRIAD, Explorers, DARE) and other required police related work." .
- ●"Off Duty" shall mean any time outside of an officer's normally scheduled shift or other police assignment (i.e. "outside work", extra work").
- "Work Day" shall mean the 24-hour period beginning at the start of the officer's shift.

ARTICLE 2: TERM

1. This agreement shall be effective July 1, 2025 and shall remain in effect for three (3) years until June 30, 2028. subject to annual authorization and appropriation of the Dalton Town Meeting, unless agreed to be reviewed sooner by both parties.

2. If the Town votes to reduce the Wage & Salary Schedule or the Operating Expenses the Sergeant position will also receive the same "fair and equitable" reduction percentage as the other Town Management positions.

3. The Sergeants and the Town agree to commence Agreement Negotiations/Renewal discussions after January 1 , 2028. The initiation of these discussions may be expressed in writing by either party,

giving fifteen (15) days notice to the other party and to specify the time and place the negotiations will take place.

- 4 Nothing in this agreement will prevent an individual in the Sergeant position from terminating his position as the Sergeant and from returning to the ranks as a regular officer with all sergeant time being applied towards his regular officer seniority and to be entitled to all Union benefits and terms.

ARTICLE 3: WAGES AND HOURS OF EMPLOYMENT

1. The Police Sergeant Hourly Rate will be as follows:

Steps	1	2	3	4	5	6	7	8
FY '26	\$40.18	\$40.88	\$41.60	\$42.33	\$43.07	\$43.82	\$44.59	\$45.37
FY '27	\$40.98	\$41.70	\$42.43	\$43.17	\$43.93	\$44.70	\$45.48	\$46.28
FY '28	\$41.80	\$42.53	\$43.27	\$44.03	\$44.80	\$45.58	\$46.38	\$47.19

Steps	9	10	11	12	13	14	15	16
FY '26	\$46.16	\$46.97	\$47.79	\$48.63	\$49.48	\$50.35	\$51.23	\$52.12
FY '27	\$47.09	\$47.91	\$48.75	\$49.60	\$50.47	\$51.35	\$52.25	\$53.16
FY '28	\$48.02	\$48.86	\$49.72	\$50.60	\$51.49	\$52.39	\$53.31	\$54.24

2. Cost of living increase will be as follows:
FY26=2% FY27=2% FY28=2%

3. When covering the Chief of Police duties, the Sergeant shall be compensated commensurate to the current computed hourly rate of the Chief. Such hourly rate shall be computed on the basis of a 40-hour week. Any career (educational) incentive for which the Sergeant is eligible for, shall be computed on the Sergeants normal rate of pay. Any additional work (overtime, call-in) shall be paid at time and one half of the Sergeant's current rate of pay. The Sergeant will also be eligible for shift differential based on his/her current scheduling. These hours will be limited to the Sergeant's current two nights on call

per week (call in hours only) as well as when there are staffing or policy restrictions prohibiting any other employees from filling a shift.

4. **Sergeant On Call Status:** A Sergeant of the police department will be available and considered "on-call" when not on duty based on a pre-determined rotation schedule approved by the Chief of Police. The Sergeant is "first on call" in the chain of command when a supervisor is needed by on duty patrolmen, unless otherwise stipulated by department policy or rule. The Sergeant will be compensated a minimum of 3 hours pay at a rate of 1.5 times their regular hourly rate when they are required to respond to a location while on call per department policy.

ARTICLE 4: Job Description (See addendum)

ARTICLE 5: SHIFT DIFFERENTIAL

The Sergeant will receive shift differential upon working the following shift schedule:

6:45 a.m. to 3:20 p.m.....11% only for shift worked on Sunday
2:45 p.m. to 11:20 p.m.....11% Monday through Sunday
10:45 p.m. to 7:20 a.m.....12% Monday through Sunday

1. The above shift differential shall apply to all vacations, personal, sick, bereavement days, stress time, cell watch, call-in, court time and in-service time. Shift differential shall not apply to any extended sick time that has been granted.
2. The above shift differential shall be applied to overtime hours based on the normally scheduled shift rate. (i.e.-Overtime hours that extend into the next shift, excluding an extra assigned shift, will not be paid at the next shift rate)
3. If a Sergeant is temporarily assigned to a shift other than that Sergeant's normally scheduled shift, payment shall be at the rate equal to the higher of the normally scheduled shift rate. (i.e.- The first shift Sergeant is scheduled to cover the 2:45-11:20p.m. shift, he will receive 11% shift differential for that shift.)

ARTICLE 6: SENIORITY

Police Sergeant seniority will be based on the following:

1. Date of appointment to the position of Sergeant with the Dalton Police Department
2. If more than one person is appointed on the same day and time to the position of Police Sergeant with the Dalton Police Department, the final Assessment/Testing score will determine those Sergeant's order of seniority. (higher score is more senior to lower score)

Seniority shall be observed for shift assignment preference as well as the appointment of Acting Chief in accordance to the Dalton Police Department Policy "Acting Chief of Police".

ARTICLE 7: DISCIPLINARY ACTION

1. A Sergeant will NOT be brought up on charges unless said charges are made in writing and the name of the person bringing the charges is made known to the Sergeant before any hearings take place. Anonymous complaints will not constitute grounds to bring charges or disciplinary action against the Sergeant.
2. Internal investigations will be conducted by the Chief of Police only, unless an outside agency is specifically requested by the Chief of Police or the Town Manager. No regular officer will be allowed to investigate any charges against the Sergeant.

ARTICLE 8: TIME AND ONE HALF

A Sergeant shall be compensated at a rate of 1.5 times the normally scheduled shift rate for all hours worked in excess of 8.5 hours actually worked in a 24-hour workday. (Outside work shall not be included in the total number of hours worked).

ARTICLE 9: OFF DUTY COMPENSATION

1. When a Sergeant is off duty and called in to perform services for which he has been specifically trained, he shall receive a minimum of three (3) hours pay at a rate of 1.5 times the normally scheduled shift rate.
2. A Sergeant shall be paid at a rate of 1.5 times his normally scheduled shift rate while off-duty for time spent at Superior Court, District Court, Juvenile Court Hearings, RMV hearings, civil cases or hearings and in-service training. There will be a minimum of three (3) hours pay for the above. This shall also apply in cases where more than one (1) appearance may be necessary.

ARTICLE 10: RATE OF PAY FOR OUTSIDE WORK

1. The rate of pay for outside work shall be \$60.00/hr., effective as of July 1, 2022.

The rate of pay for outside work for the Central Berkshire Regional School District shall be \$45.00/ hr.

2. For assignments four hours or less in one day, there shall be a minimum of four hours pay.

3. For assignments more than four hours a minimum of eight hours shall be paid. A rate of 1.5 times the above rate shall be paid for hours worked in excess of eight hours in one day.

4. As set forth in Article 13, a rate of 1.5 times the above rate shall be paid for hours worked on holidays listed in Article 13.

6 The Town shall require a four-hour prior notice of cancellation of a previously scheduled Detail or a four-hour charge is made to the entity that requested the Detail. A minimum of four hours pay shall be due to the Sergeant for failure to provide the aforementioned notice.

ARTICLE 11: OUTSIDE AND EXTRA WORK

The issues regarding a Sergeant being allowed to be assigned to this type of duty, must be coordinated with the Chief of Police. If the schedule permits, a Sergeant will be merged into these particular schedules. However, these two additional work opportunities are secondary to the primary responsibility of the Sergeant position. A Sergeant will only be allowed to participate in any one of these additional opportunities when the Chief of Police is available and not absent from duty or Town.

A Sergeant may participate in Outside Work that occurs outside of his normally scheduled hours and on days in which he has taken Vacation or Personal Time.

ARTICLE 12: CAREER INCENTIVE PAY PROGRAM

The Town shall pay a Sergeant a career incentive for degrees earned in an educational institution accredited by the Massachusetts Board of Higher Education or the New England Association of Colleges and Secondary Schools.

The degree shall be in Criminal Justice or Law Enforcement discipline, Education, Sociology, Psychology, or Management. Any other degree will need approval by the Dalton Board of Selectmen to qualify for the incentive. A Sergeant can only be paid this incentive for one degree if they hold multiple.

The Career Incentive will be paid yearly as follows:

Associate Degree	\$2,500/year to be paid weekly in the amount of \$48.08
Bachelor Degree	\$5,000/year to be paid weekly in the amount of \$96.15
Master Degree	\$6,500/year to be paid weekly in the amount of \$125.00

Article 13: Specialty Pay

Sergeants will be paid yearly for the following specialty areas listed below which have been approved and verified by the Chief of Police. A total of one "Instructor Level Training" will be eligible for this specialty pay per Sergeant. A Sergeant is eligible to receive pay for a maximum of 2 specialties listed below. The rate of pay for each specialty item will be \$1,330/year to be paid weekly in the amount of \$25.58.

- | | |
|--|------------------------------|
| -Field Training Officer | -K9 Handler |
| -Instructor Level Training
<i>(Train the Trainer)</i> | -Sexual Assault Investigator |
| | -Crime Scene Investigator |

Bodycam pay- Each Sergeant will receive yearly pay for use and oversight of body cameras in the amount of \$1,500.00 to be paid weekly in the amount of \$28.85.

ARTICLE 14: TRAINING AND IN-SERVICE EXPENSES

With prior approval of the Chief and upon submission of receipts documenting expenses, the Town will reimburse a Sergeant for use of a personal vehicle at the current Federal standard mileage rate allowed for business miles 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 15: HOLIDAYS

1. There shall be twelve (13) paid holidays for a Sergeant as follows:

- | | | |
|------------------|-----------------------|-----------------|
| Independence Day | Labor Day | Columbus Day |
| Veterans Day | Thanksgiving Day | Christmas Day |
| New Year's Day | Marin 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 a Sergeant. Alternately, a Sergeant may substitute another day of choosing for Easter Sunday).

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

4. A Sergeant required to work on a designated paid holiday shall be paid at a rate of time and one half for all hours worked on that day in addition to the regular day's pay.
5. If an observed holiday occurs on a Sergeants scheduled day off, the Sergeant shall receive payment for the holiday in addition to his/her normal pay for that pay period. If the Sergeant is called into work on an observed holiday which occurs on his scheduled day off, the Sergeant shall be paid at a rate of double time for all hours worked that day in addition to the holiday pay.

ARTICLE 16: INSURANCE PROGRAMS

A Sergeant shall be eligible for all health and life insurance benefits for which non-bargaining unit town employees are eligible. The Town agrees to contribute towards the cost of such insurance programs in an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

ARTICLE 17: VACATIONS

I A Sergeant shall be entitled to a paid vacation in accordance with the following schedule:

Upon the completion of six (6) months of continuous service within the department
1 week

Upon the completion of one (1) year of continuous service within the department
2 weeks

Upon the completion of five (5) years of continuous service within the department
3 weeks

Upon the completion of ten (10) years of continuous service within the department
4 weeks

Upon the completion of fifteen (15) of continuous service within the department
5 weeks

Upon the completion of twenty (20) of continuous service within the department
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 a Sergeant'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, the Sergeant may be allowed to schedule this additional vacation, with pay, prior to their anniversary date but after January I under the following conditions:
 - a. Payment is made at the vacation pay rate for which the Sergeant is eligible at the time the vacation time is taken; and
 - b. The Sergeant agrees, in writing, to reimburse the Town for any payment received should termination of employment occur, for any reason, prior to the Sergeant'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 denied vacation leave time shall be given a written explanation of denial as soon as possible.

ARTICLE 18: PERSONAL ILLNESS

1. A Sergeant 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, 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, 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. A Sergeant shall accrue one and one-quarter (1 ¹/₄) 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.

4 A Sergeant shall be eligible to utilize up to 16 hours of accrued sick time annually for doctor's appointments, annual check-up(s), physical therapy, counseling, or any other medically related procedures or consultations which contribute to the physical, mental, and emotional health of the Sergeant or his immediate family as defined in Article 18.

5 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 as of 1993 (FMLA) or any other similar federal or state law.

ARTICLE 19: PERSONAL LEAVE

A Sergeant will be granted up to four (4) days of leave with pay for personal reasons each fiscal year. Any denied personal leave time shall be given a written explanation of denial as soon as possible.

ARTICLE 20: BEREAVEMENT LEAVE

A Sergeant 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

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

● "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.

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

ARTICLE 21: Uniforms & Equipment

A Sergeant shall receive an allowance of \$950.00 reimbursement for the purchase and maintenance of uniforms and required personal equipment including safety glasses, required firearm permits and courtroom attire.

- All requests for reimbursement must be accompanied by an itemized bill and submitted to the Chief for review and approval.
- 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.
- The Chief shall approve and administer any program established for the cleaning of officers' uniforms.

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 Sergeant 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 Town Manager.

ARTICLE 23: PERSONAL SAFETY

1. The Employer shall provide a Sergeant 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 Sergeant 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 Sergeant shall demonstrate regular use of the facility and active participation in a physical fitness program.

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

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

ARTICLE 25: 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 26: PERFORMANCE EVALUATIONS

The Chief of Police will give a six-month performance feedback evaluation and a yearly written performance evaluation which will be placed in the Sergeant's folder in the Chief of Police office (as a minimum) and/or in the individual's personnel file as determined by the Town Manager.

ARTICLE 27: GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts. It is recognized that the position of Police Sergeant in the Town of Dalton is a civil service position and therefore is governed by Civil Service Laws.

WITNESS OUR HANDS AND SEALS THIS 24th DAY OF February, 2025

**Town of Dalton
Select Board**

Daniel G. [Signature]

Robert E. W. [Signature]

[Signature]

Dalton Police Sergeants

[Signature]

Tyler Miller

[Signature]
