

FILE OF THE COUNCIL OF THE BOROUGH OF DALTON
NO. 7 OF 2023

A RESOLUTION

A RESOLUTION RATIFYING AND APPROVING THE CONTRACT ENTERED INTO BETWEEN OFFICIALS OF DALTON BOROUGH AND THE CHIEF OF POLICE OF DALTON BOROUGH, LACKAWANNA COUNTY, COMMONWEALTH OF PENNSYLVANIA

WHEREAS, The Mayor and President of Dalton Borough Council have negotiated and entered into an Employment Agreement with Dalton Police Chief Christopher Tolson, a copy of which is attached hereto as Exhibit "A".

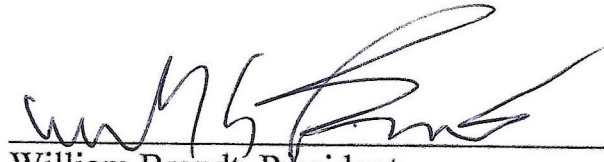
NOW THEREFORE, be it *RESOLVED* by the Council of the Borough of Dalton, Lackawanna County, Commonwealth of Pennsylvania, that the Employment Agreement entered into by and between Officials of the Borough of Dalton and the Chief of Police of Dalton Borough is hereby ratified and approved. A copy of the Employment Agreement is attached hereto as Exhibit "A".

SECTION 1. This Resolution is effective immediately upon passage.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provisions or portion. The Borough reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

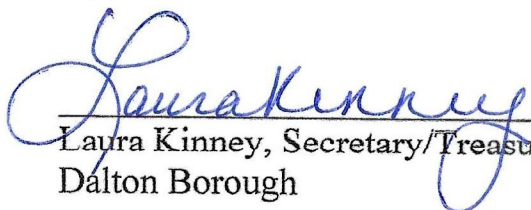
SECTION 3. This Resolution is enacted by the Council of the Borough of Dalton under the authority of the Act of Legislature, February 1, 1966, P.L. (1965) as re-enacted and amended May 17, 2012, P.L. 262, No. 94, 53 P.S. Section 43, known as the Borough Code and any other applicable law arising under the laws of the Commonwealth of Pennsylvania.

Approved the 12 day of January, 2023.




William Brandt, President
Dalton Borough Council

ATTEST:



Laura Kinney, Secretary/Treasurer
Dalton Borough



Aaron Holzman, Mayor
Dalton Borough

Passed by Dalton Borough Council the 12 day of January 2023,
Receiving the affirmative votes of Unanimous

Negative votes of 0

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 8th day of December 2022 by and between the BOROUGH OF DALTON, a municipality in the County of Lackawanna, Commonwealth of Pennsylvania, hereinafter referred to as "BOROUGH," and CHRISTOPHER PHILLIP TOLSON, Borough of Dalton, County of Lackawanna, Commonwealth of Pennsylvania, an individual previously employed by the Borough of Dalton as a member of the Dalton Borough Police Department, hereinafter referred to as "TOLSON."

WHEREAS, this Agreement is intended to govern issues related to wages, hours of employment, salary, and any and all other conditions related to contractual arrangement between the BOROUGH and TOLSON, and this Agreement contains the entire agreement of the parties, and,

WHEREAS, all former agreements, in writing or verbal, heretofore entered into between the parties are hereby determined to be null and void and of no precedential or binding effect on either the BOROUGH or TOLSON except to the extent specifically indicated herein; and,

WHEREAS, the Chief of Police of Dalton Borough is a managerial position and as such the position of Chief of Police is not included in the Bargaining Unit known as the Dalton Police Association. The parties acknowledge the determination of the Pennsylvania Labor Relations Board as affirmed by the Commonwealth of Pennsylvania in *Dalton Police Association v. Pennsylvania Labor Relations Board*, 765 A.2nd 171 (Pa. Cmwlth. Ct. 2001); and,

WHEREAS, the Chief of Police of Dalton Borough is acknowledged as a managerial position and the parties further agree that the position is also exempt for the Fair Labor Standards Act (FLSA) overtime requirement in accordance with the provisions of 29 U.S.C. Section 213 (a)(1).

WITNESSETH:

NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows, and in consideration of the mutual promised contained herein, do hereby agree as follows:

ARTICLE I – TERM OF AGREEMENT

The term of this Agreement shall commence effective the 1st day of January 2023 and continue for a period of three (3) years, concluding on December 31, 2025. The salary of the Chief of Police will be determined annually based on performance. The parties agree that during any period in which this Agreement is in effect, TOLSON shall not become a member of the bargaining unit representing police officers within the Dalton Borough Police Department.

If either party deems it appropriate to terminate this Agreement at any time for reasons other than those set forth in the provisions of the Police Tenure Act, the BOROUGH recognizes, and without any reservation shall abide by TOLSON'S inalienable right to voluntarily revert to the position of a full-time Sergeant within the Police Department, with all attributes, benefits and rights associated with that employment, including health insurance, pension benefits and immediately upon notice to the BOROUGH of his intent to do so, with no loss of seniority or status as a police officer employed by the Borough of Dalton.

ARTICLE II – JOB DESCRIPTION

TOLSON shall perform his duties as Chief of Police in accordance with the Job Description which is attached hereto as Exhibit "a" and made a part thereof.

Additionally, the parties agree that TOLSON'S employment as a manager/executive is an exempt position under the Fair Labor Standards Act (FLSA) 29 U.S.C. Section 207 (a)(1).

The Chief of Police of Dalton Borough as an executive employee performs the primary duty of management of the Dalton Police Department.

It is the intention of the parties that TOLSON'S relationship with the BOROUGH shall, consistent with the determination of the Pennsylvania labor Relations Board and the Commonwealth of Pennsylvania, be that of the Chief of Police of Dalton in a managerial capacity whereby TOLSON is excluded from participation in the collective bargaining unit and exempt under the Fair Labor Standards Act (FLSA).

ARTICLE III – COMPENSATION

Section 1. Salary. TOLSON will be compensated as a salaried employee exempt from the FLSA overtime mandate. TOLSON'S salary commencing on January 1, 2023, shall be \$80,000.00 and will be adjusted on an annual basis based on performance.

Section 2. Pay Period. The pay period shall be bi-weekly, and each such pay shall contain 1/26th of his yearly salaried rate.

Section 3. Uniform, Clothing and Equipment. The BOROUGH shall provide TOLSON with uniforms, clothing, and equipment in accordance with the limitations of the Dalton Borough budget. TOLSON will provide the Mayor of Dalton Borough with a written request itemizing the items of clothing and equipment necessary to perform his duties.

Section 4. Fringe Benefits. TOLSON shall receive vacation, personal days, sick leave, bereavement, holiday, life insurance and pension benefits as per the provisions of this contract.

Section 5. Other Benefits. In addition to those benefits enumerated in Section 4, TOLSON shall receive the following:

(a). Educational Reimbursement. TOLSON shall be reimbursed the reasonable and necessary costs of all police-related advanced education courses (college or training) pre-approved by the Mayor and must be consistent with the Dalton Borough budget. TOLSON will only be reimbursed following his successful completion of the course or training as evidenced by the official certification from the course provider.

(b). Any wages or reimbursement for TOLSON'S participation in other forms of police work will be paid directly to him and will not be paid through the Dalton Borough payroll or General Account and will not be calculated in computations regarding TOLSON'S Pension Benefits for his work for and on behalf of Dalton Borough. The intention of the BOROUGH and of TOLSON is that TOLSON will use his best efforts and attention towards performance of his duties as Chief of Police of Dalton Borough as this focus is agreed to be in the best interest of the Borough of Dalton and its citizens. However, TOLSON may participate in some other forms of police work such as the Lackawanna County District Attorney's Office, the Lackawanna County Drug Task Force, the Lackawanna County SWAT Team, the Commonwealth of Pennsylvania Attorney General's Strick Force, etc. approved in the sole discretion of the Mayor of the BOROUGH. The Chief's participation of other policing activity must not result in any adverse effect on the Dalton Borough budget including costs for additional coverage, insurance, etc. All wages and reimbursement paid to TOLSON as a consequence of his participation in the aforementioned outside police activities are to be reimbursable directly to Dalton Borough.

(c). Organizational Dues and Expenses. The BOROUGH shall pay all necessary dues and expenses to initiate and maintain TOLSON'S membership in the Lackawanna County Chiefs of Police Association and the Dalton Community and Commerce Association. TOLSON is required to attend regular meetings of these organizations and to provide a written report to the Mayor and Dalton Borough Council regarding his active participation in these organizations. If TOLSON desires to participate in any similar organizations, he will obtain the prior approval of the Mayor. TOLSON'S participation and attendance at the meetings of the Dalton Community & Commerce Association and the Lackawanna County Chiefs of Police Association are considered part of his salaried employment.

ARTICLE IV – HOURS OF WORK

Section 1. Working time. TOLSON shall work a minimum of forty (40) hours per week. The exact hours to be worked on any weekday shall be flexible within the forty (40) hour work week as per a monthly schedule to be predetermined between the Chief of Police and the Mayor of Dalton Borough. The Chief and the Mayor will agree upon a monthly schedule which will be reduced in writing and initialed by both the Mayor and TOLSON. The document containing the monthly schedule initialed as indicated will be provided to the Dalton Borough Council at the

conclusion of the month. Any variations that may have been required during the month will be the subject of a written report also to be initialed by both TOLSON and the Mayor.

Section 2. Exceptions to the hours of work must have the approval of the Mayor of Dalton Borough. It is the intention of this provision to assure appropriate police coverage and to document TOLSON'S performance of duties for and on behalf of the Borough of Dalton.

Section 3. The Chief of Police is not required to utilize the time clock but rather will use the preapproved monthly schedule as amended or modified as a time sheet to be submitted to the BOROUGH as indicated herein.

ARTICLE V – SICK LEAVE

TOLSON shall be entitled to six (6) sick days per year and shall accumulate sick leave up to a maximum of twelve (12) days. In the event that TOLSON is off more than three (3) consecutive days sick, he shall present a written physician's statement attesting to the fact that he was ill and unable to work.

ARTICLE VI – BEREAVEMENT LEAVE

In the event that TOLSON has a death in his family or any one of the family members listed below, and he attends the funeral, he will be given five (5) days off with pay, beginning the day after the death.

Mother	Brother
Wife	Grandchildren
Grandparents	Father-in-law
Father	Sister
Children	Mother-in-law
Brother-in-law	Sister-in-law

ARTICLE VII – HOLIDAY

Section 1. TOLSON is entitled to time off on the following holidays which will be factored into his pre-approved monthly schedule:

New Year's Eve	Labor Day
New Year's Day	Veteran's Day
National Law Enforcement Appreciation Day	
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

In the event that the Mayor and TOLSON determine that it is necessary for TOLSON to work on one of the aforementioned holidays, then he would be entitled to compensable time as approved by the Mayor. The comp time to be calculated on a 1 to 1 basis and used within thirty (30) days and to be scheduled with the approval of the Mayor. No carryover of comp time is permissible.

ARTICLE VIII – CLOTHING ALLOWANCE

TOLSON'S request for the purchase of items shall be provided in writing to the Mayor and approved prior to the purchase of the item.

ARTICLE IX – VACATION

Section 1. TOLSON shall receive vacation allowance earned annually based on the following schedule:

One to ten years	10 Days
Ten to twenty years	15 Days
Twenty years and over	20 Days

Section 2. TOLSON is to obtain approval of the Mayor of Dalton Borough two (2) weeks before scheduling a vacation. TOLSON'S request for vacation shall be in writing and the Mayor's approval of same shall be indicated in writing. Only five (5) days of vacation may be carried over from one year to the next.

ARTICLE X – PENSION

TOLSON shall be entitle to all of the benefits accruing under his existing Pension Plan with the BOROUGH.

ARTICLE XI – REMOVAL, SUSPENSION OR TERMINATION

Issues related to removal, suspension, or termination of TOLSON shall occur in accordance with the provisions of the BOROUGH Code, 53 P.S. Section 46121, et seq.

ARTICLE XII – LIFE INSURANCE

BOROUGH shall purchase as its own cost and without cost to TOLSON, life insurance on the life of TOLSON in an amount of one and half times his annual salary, and TOLSON shall have the right to name his own beneficiary. The BOROUGH shall continue life insurance coverage in the event of his retirement during the term of this Agreement.

ARTICLE XIII – PROFESSIONAL LIABILITY

Section 1. BOROUGH shall maintain public liability insurance covering TOLSON during the course of his employment against claims for damages arising out of the use and operation of the BOROUGH police vehicle.

Section 2. BOROUGH shall maintain liability insurance or be responsible for the cost of investigation, defense, and payment of claims by individuals for false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, property damage, bodily injury, or wrongful death.

Section 3. BOROUGH shall indemnify TOLSON for reasonable attorney's fees arising out of the defense of any charge that a criminal action that has been committed BY TOLSON in the line of duty. Should such a criminal charge be sustained, TOLSON will reimburse BOROUGH for sums paid.

ARTICLE XIV – PROHIBITION REGARDING CERTAIN POLITICAL ACTIVITY

TOLSON will not participate in any political activity while in uniform. Further, TOLSON shall not permit himself to be depicted in any political television or media commercials, photographs, etc. while in uniform. TOLSON will not use the authority of his position to influence any other person's political actions. Nothing herein contained shall affect the right of TOLSON to hold membership in and support a political party, to vote as he chooses, to express publicly or privately his opinions on all political subjects and candidates or to maintain political neutrality and/or actively participate in political meetings as a private citizen after work hours and off BOROUGH property.

ARTICLE XV – DRUG AND ALCOHOL POLICY

Section 1. The BOROUGH strictly prohibits the possession, transfer, sale, use or abuse of alcohol and/or drugs, legal or illegal, while on BOROUGH premises, including BOROUGH police vehicles and other vehicles owned by the BOROUGH, parking lots of the BOROUGH, BOROUGH building, during work hours or breaks or immediately prior to returning to work. This includes, but is not limited to, all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana or any other controlled substances. Violations of this policy may result in immediate termination or other forms of discipline as may be deemed appropriate in the exclusive discretion of the BOROUGH. In order to fulfill the BOROUGH'S commitment to safety and quality of life, the BOROUGH has instituted the following program:

(a). TOLSON shall be required to submit to a drug and/or alcohol test by a BOROUGH-designated physician or laboratory under the following circumstances:

1. TOLSON'S performance indicates reasonable suspicion that he is under the influence of alcohol or drugs. Reasonable suspicion for testing includes but is not limited to, behavior exhibited by an individual who is observed in performing in an erratic or unsafe manner, excessive time away from the workplace, or where there is a noticeable alteration in capacity or performance.

2. Upon occurrence of any automobile accident or workplace accident.

(b). TOLSON, when asked to submit to a drug and/or alcohol test, will be asked to sign a release agreement authorizing the physician to perform the test and to submit the findings to the BOROUGH;

(c). In the event that TOLSON refuses to sign the release agreement and/or submit to required testing, TOLSON will be subject to discipline up to and including discharge. Each situation will be evaluated individually based upon TOLSON'S conduct and performance problems he exhibits.

(d). In the event that TOLSON observes a violation of the Drug and Alcohol policy by other employees of the BOROUGH, he is required to divulge such information to the BOROUGH. Failure to divulge this information may result in appropriate disciplinary action.

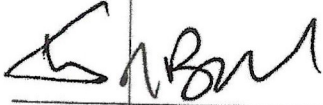
(e). The substance abuse/alcohol testing will be paid for by the BOROUGH.

(f). When medically prescribed medications may affect behavior and performance, TOLSON is required to advise the Mayor of the BOROUGH prior to the start of the work shift that he is taking such medication.

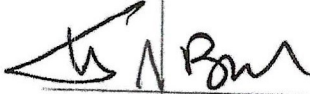
(g). If a substance abuse test (other than alcohol) is positive, it will be repeated to confirm the test results.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties hereto, intending to be legally bound, hereby have set our hand and seal the date aforesaid written.

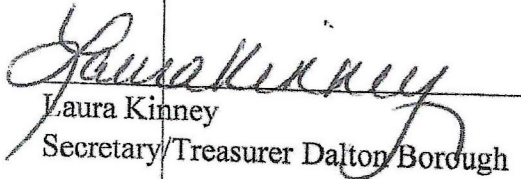
Attest:



Frank Bolock, Esq.



Frank Bolock, Esq.




Laura Kinney
Secretary/Treasurer Dalton Borough

BOROUGH OF DALTON

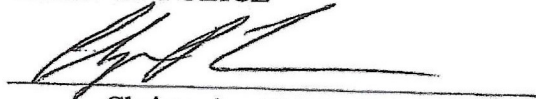


William Brandt, President
Dalton Borough Council



Aaron Holzman, Mayor
Dalton Borough

CHIEF OF POLICE



Christopher Phillip Tolson
Dalton Borough Chief of Police

JOB DESCRIPTION
For
CHIEF OF POLICE OF DALTON BOROUGH

Position Purpose:

The Chief of Police of Dalton Borough shall be the Chief Executive Officer of the Dalton Police Department. The Chief is responsible for the security and safety of all citizens of Dalton Borough. He/She as the Executive Officer of the Police Department is a managerial position and he/she is responsible for all department personnel, equipment and finances.

Direct Report: Mayor of the Borough of Dalton

Oversight: Council of the Borough of Dalton

Responsibilities:

- The enforcement of all laws, rules, regulations, ordinances, general and special directives. The Chief of Police of Dalton Borough has primary managerial duties but also performs general policing as required in order to provide proper effective police coverage in the Borough of Dalton;
- Work collaboratively with the Mayor of the Borough of Dalton, the Dalton Borough Council Safety Committee in developing strategy, written policies, procedures and programs for the Dalton Borough Police Department;
- The organization and control of all resources of the department for the most efficient use in preserving the peace, the protection of persons and property, and the enforcement of the laws of the Commonwealth of Pennsylvania and Ordinances of the Borough of Dalton;
- The development of an organizational structure of the Police Department, including accountability of all subordinate Officers with whom areas of responsibility have been vested. The Chief is to continuously look for outstanding officers to recruit to join the Dalton Borough Police Department as part-time officers and to make recommendation to the Mayor regarding the hiring and training of officers. The Chief of Police to look for opportunities to expand the geographical area covered by the Dalton Borough Police Department and to make recommendations to the Mayor and Dalton Borough Council regarding expanding the service area of the

Dalton Borough Police Department into other communities. To make recommendations to the Mayor and Council regarding the promotion, discipline and termination of any subordinate member of the Dalton Police Department;

- To recommend to the Mayor on a monthly basis a schedule detailing the assignment of subordinate officers to provide coverage. No regularly scheduled part-time Officer is to be assigned shifts or hours in excess of 36 hours per week. The scheduling and work rules applicable to regular part-time Police Officers shall occur in accordance with the Collective Bargaining Agreement between the Borough of Dalton and the Dalton Borough Police Association. The Chief of Police to prepare a monthly written schedule wherein he assigns shifts and duties to officers and provides this written schedule to the Mayor in advance of the month. At the conclusion of each month the written schedule of shifts and assignments are to be presented to Dalton Borough Council as part of the Chief of Police monthly report to Dalton Council;
- The Chief of Police to develop written policies designed for the improvement of working conditions for the Dalton Police Officers and to achieve maximum efficiency and high morale;
- Conduct annual performance review of all Officers of the Police Department, provide a written performance report for inclusion in the Officer's personnel file and review the results of the performance review with the Mayor and members of the Dalton Borough Council Public Safety Committee;
- The Chief of Police shall provide regular and necessary training for new Officers and continue training for Officers following the completion of their probationary period throughout their employment as part of the Dalton Borough Police Department;
- To communicate with the Mayor and Dalton Borough Council by way of written memorandum detailing all Dalton Police Department activities with the exception of any confidential investigatory matters. The Chief is encouraged to attend community events occurring within Dalton Borough, to provide educational programs for children and citizens of the Borough on

a regular basis and to advise the Mayor and Dalton Council of an outreach program to be developed by the Chief to enhance public awareness of activities and programs of the Dalton Borough Police Department;

- The Chief is to advise the Mayor and Borough Council with regard to revisions to existing Ordinances and/or enactment of new Ordinances for the benefit of Dalton Borough;
- The Chief of Police to work in conjunction with the Mayor in obtaining new grants that would benefit the Dalton Borough Police Department;
- The Chief to recognize the outstanding performance of any member of the Dalton Police Department;
- The Chief to implement and maintain all necessary records, and files;
- The Chief to provide assistance to neighboring communities;
- The Chief to inform the Mayor immediately of any incidents or circumstances which might injure the integrity of the Department or individual of the Department;
- The Chief to promote public awareness by having a police presence at community events;
- The Chief to release accurate information to the public and news media;
- The Chief to provide an advance monthly work schedule to the Mayor;
- The Chief to attend Dalton Borough Council meetings;
- The Chief to meet with the Dalton Borough Council Public Safety Committee Meeting on a monthly basis;

- Assist the Dalton Fire Company and the Dalton Police to provide training for the citizens of Dalton.
- Serve on the Dalton Borough Workers' Compensation Safety Committee.
- Prepare, present and monitor the Dalton Police Budget and communicate with Dalton Borough Council in writing on a quarterly basis regarding the budget.
- Additional duties as assigned and deemed appropriate by the Mayor.

Qualifications:

REQUIRED:

Must be dependable, flexible and be able to maintain confidentiality.

Must possess and maintain Act 120 Certifications.

Knowledge and familiarity with federal, state and local employment laws.

Be a citizen of the United States of America; clear a criminal background and employment references; agree to medical, psychological, background check and random drug testing.

Current Valid Pennsylvania Driver's License

EXPERIENCE – Police Supervisory, Strong Leadership skills with prior supervisory experience.

SKILLS – Excellent oral and written communication, presentation and interpersonal skills. Demonstrated integrity and ability to communicate effectively.

Employee relations and conflict management experience.

Customer Service, Detailed oriented and Multi-task.

Preferred:

Education – Continue training and education to remain current.

Status: Full-time Exempt Employee

Hours: Salaried/Flexible work schedule.

Wage: Salaried exempt position pursuant to the Fair Labor Standards Act (FLSA)
Overtime requirement in accordance with the provisions of 29 U.S.C.
Section 213(a)(1).

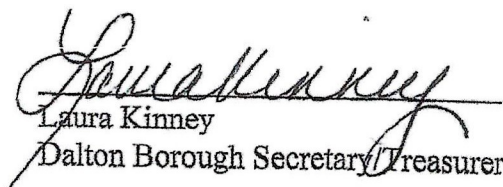


Christopher Phillip Tolson
Dalton Borough Chief of Police



Aaron Holzman, Mayor
Dalton Borough

ATTEST:



Laura Kinney
Dalton Borough Secretary/Treasurer