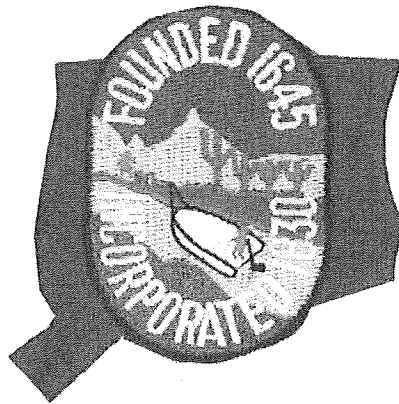


**AGREEMENT
BETWEEN
THE TOWN OF AVON
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)**

POLICE



**Communications
Dispatcher**

**AVON
CONNECTICUT**

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022

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PREAMBLE

This Agreement is entered into this 25th day of September 2019 by and between the Town of Avon, Connecticut, hereinafter referred to as "the Town", and United Public Service Employees Union, an employee organization as defined in Section 7-467 Connecticut General Statutes as amended, hereinafter referred to "the Union".

WITNESSETH:

Whereas, it is the intent of the parties to promote harmonious relations between the Town and the Union; and

Whereas, the parties desire to enter into an agreement relating to wages, hours and other conditions of employment and a procedure for resolving differences that may arise hereafter;

Now, therefore, in consideration of the mutual covenants herein contained, the Town and Union do hereby agree:

ARTICLE I RECOGNITION AND UNIT DESCRIPTION

Section 1.1

The Town recognizes United Public Service Employees Union as the exclusive collective bargaining agent for all regular full-time communications dispatchers of the Police/Fire departments of the Town of Avon. Excluded are all others as defined by the Municipal Employee Relations Act (MERA).

Section 1.2

The Union, its officers and the Town, shall not engage in any action or behavior which discriminates on the basis of race, creed, color, sex, marital status, sexual orientation, national origin or Union affiliation, or discriminate in any other manner which violates any federal or state law.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1

The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement; it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

1. To determine the organization and standards of departmental services and to manage its operations.
2. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.
3. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
4. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem necessary and advisable for the efficient operation of the department.
5. To establish or discontinue processes or operations or to establish or discontinue their performance by employees.
6. To determine the standards of selection for employment, and to select and determine the number of types of employees required or necessary to perform the Town's operations.
7. To employ, direct, schedule, assign, appoint, suspend, discharge, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town

or the department. In the event of a reduction in the number of employees, lay-off shall be in inverse order of seniority.

8. To establish or amend and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
9. To determine the content of job classifications and ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
10. To fulfill all of the Town's legal responsibilities.
11. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or be discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically.

Section 2.2

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding.

ARTICLE III DUES CHECK-OFF

Section 3.1

The Town will deduct from the salary of each employee, who individually certifies in writing to the Town that they authorize such deductions, such dues or agency fees as may be fixed and certified to the Town by the Union and allowed by law. Such authorization, forwarded to the Town Accountant not less than ten (10) days prior to the first pay day of the month, and shall be effective the month following receipt by the Town.

Section 3.2

Deductions of 26 equal proportions corresponding to the Town of Avon payroll calendar will be made and all sums deducted shall be remitted to the duly authorized Officer of the Union no later than the end of the calendar month on which the deductions are made. The Town will submit to the Union a monthly record of those employees from whom deductions have been made together with the amount of such deductions. If for any reasons a deduction was not made on the pay day in which Union dues are to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his or her deductions up to date. The sum, which represents such monthly Union dues deductions or agency fees, shall be certified to the Town by the duly authorized Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deductions shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized Treasure of the Union.

Section 3.3

The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

Section 3.4

The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

ARTICLE IV GRIEVANCE PROCEDURE

Section 4.1

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to ensure efficiency and employee morale.

Section 4.2

A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

1. Discharge, suspension or disciplinary action.
2. Charge of favoritism or discrimination.
3. Matters relating to the interpretation and application of the articles and sections of this Agreement.
4. Application of rules and regulations and policies of the Police Department.

Section 4.3

Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union assistance, the Union may process the grievance from the next succeeding step following that which employee has utilized, provided that the employee requests such Union assistance. No grievance settlement made as a result of a grievance processed by an individual employee shall contravene the provisions of this Agreement. The Union President or his or her designee shall be present for any adjustment of an individually-processed grievance. The grievance procedure under this Agreement shall be as follows:

1. Step One. Any employee who has a grievance shall reduce the grievance to writing and submit it within seven (7) working days of its occurrence or from the date the employee reasonably became aware of the grievance. The grievance will be directed to the appropriate Records/Communications Manager. The Records/Communications Manager's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within

ten (10) working days of receipt of the grievance, in accordance with the Division Commander's normal working days.

2. Step Two. If the employee or the Union is not satisfied with the decision rendered by the Records/Communications Manager, the employee and his representative, if represented, shall submit the grievance in writing to the Chief of Police, within ten (10) working days of receipt of the Records/Communications Manager's decision. The decision of the Chief shall be submitted in writing to the aggrieved employee and the Union within ten (10) working days of receipt of the grievance, in accordance with the Chief of Police's normal working days.
3. Step Three. If the employee or the Union is not satisfied with the decision rendered by the Chief, the employee and his representative, if represented, shall submit the grievance in writing to the Town Manager and/or the Town Manager's Designee, within five (5) working days of receipt of the Chief's decision. The decision of the Town Manager and/or the Town Manager's Designee shall be submitted in writing to the aggrieved employee and the Union within ten (10) working days of receipt of the grievance, in accordance with the Town Manager's and/or the Town Manager's Designee normal working days.
4. Step Four. If the Union is not satisfied with the decision rendered by the Town Manager and/or the Town Manager's Designee, within 15 working days of receiving the decision, the Union shall notify the Town Manager in writing of its intent to arbitrate the grievance. Within five (5) working days of the Town receiving the Union's Notice to Arbitrate, the parties may decide to file a demand for arbitration with the American Arbitration Association as provided below. Otherwise, the Union must file its demand for arbitration with the Connecticut State Board of Mediation and Arbitration within (10) days of filing its Notice to Arbitrate with the Town Manager..

Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving discharges, suspension without pay, or reduction in rank or compensation, which may, with the approval of the Union and the Town Manager and/or the Town Manager's Designee, be submitted to the American Arbitration Association as outlined above.

The Arbitrator shall be limited to the express terms of the Agreement and shall not have the power to modify, amend, or delete any terms or provisions of the Agreement. The decision of the Arbitrator shall be final and binding on both parties.

Section 4.4

The mediation services of the State Board of Mediation and Arbitration may be used in the fourth step of the above grievance procedure, provided both parties mutually agree in writing on the desirability of this service.

Section 4.5

If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled. Such procedure shall not extend the time limitations stipulated in the above grievance procedure unless mutually agreed.

Section 4.6

Grievances involving discharge, suspension and demotion shall be initiated at the third step of the grievance process.

Section 4.7

The arbitration fees of grievances submitted to the American Arbitration Association shall be shared equally by the Town and Union, unless otherwise agreed to by the Town and Union.

Section 4.8

Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of the Union and Town.

Section 4.9

Either party shall have the right to employ a public stenographer at its expense at any step in this grievance procedure.

Section 4.10

Either party shall have the right and choice at its expense of representation whenever representation is desired at any step of the grievance procedure.

Section 4.11

In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union shall file a similar grievance at the same step. When this occurs, all other grievances (if any) arising out of the same event will be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the parties shall promptly review the other grievances (if any) that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than five (5) working days, subject, however, to mutual extension of the period of review if circumstances so require. If any such grievance cannot be settled on the basis of precedent grievance, it shall be processed in accordance with the time limitations established in this Agreement.

Section 4.12

The Union shall be entitled to submit grievances in the name of the Union in the same manner as provided herein for employees provided further that the grievance shall state the specific provisions of this Agreement, Department Rules and Regulations or policies alleged to have been violated, the date, time, place and parties involved in such alleged breach and any other information relevant to resolution of the issue in dispute.

ARTICLE V DISCIPLINE/CIVILIAN COMPLAINTS

Section 5.1

All disciplinary action shall be applied in a fair and equitable manner.

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be disciplined without just cause. The discipline process shall occur in accordance with General Order Number 3-14.

All disciplinary action may be appealed through the established grievance procedure.

Section 5.2

Each employee shall have the right to see or review his or her personnel file upon written request not more than twice each year. The Town Manager, Chief, or designee shall require the inspection to take place in the presence of a designated Town official. The Town shall provide copies of all materials in the file upon request of the employee. Employees may request that his or her personnel file or medical records or other contents be changed in some way. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. The only file to be used for disciplinary purposes will be the Employee's Personnel File.

Section 5.3

Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

Section 5.4

The Town reserves the right to suspend or discharge an employee without a hearing, provided a hearing shall be given within ten (10) working days unless extension is mutually agreed to.

ARTICLE VI RATES OF PAY

Section 6.1

All employees shall be paid in accordance with Appendix A, except any member advanced or promoted to a higher rate of pay shall be accelerated not less than one full step above the step which he or she occupied at the lower classification.

New employees shall start at the First Step. Each employee shall advance in the salary schedule as follows:

Start	A
1 year	B
2 years	C

3 years
4 years

D
E

New employees shall start at the New Hire Training rate of pay until the Chief of Police determines that the employee is capable of independently performing the full range of dispatching duties and shall then advance to Step A.

Once appointed to Step A in the attached salary schedule (Appendix A), employees shall then advance one full pay rate for each full year of satisfactory service from the date of being appointed to Step A.

Section 6.2

The Wage Schedules incorporating adjustments and raises are attached hereto and incorporated herein as Appendix A.

Section 6.3

For the purposes of this Agreement, the regular base hourly rate shall be the regular annual base rate of pay in effect, divided by 2,080 hours.

Section 6.4 - Training Stipend

Dispatchers who assist with training new employees will receive a stipend as follows:

- (1) For training that is in excess of four (4) weeks, a Four Hundred (\$400) dollar stipend shall be divided on a pro rata basis among all dispatchers who participate in the training.
- (2) For training that is four (4) weeks or less, a Two Hundred (\$200) dollar stipend shall be divided on a pro rata basis among all dispatchers who participate in the training.

ARTICLE VII OVERTIME

Section 7.1

- (a) All overtime shall be paid at a rate of one and one-half (1½) an employee's regular base rate of pay for all authorized work performed in excess of forty (40) hours in one week or eight (8) hours in any day.
- (b) Overtime shall be distributed as equally as possible in accordance with Department Policy 3-2.
- (c) Employees shall be paid at the rate of one and one-half (1½) times an employee's hourly rate of pay when an employee works on his or her day off.

- (d) An employee shall be deemed to have performed overtime duty if the employee works beyond the end of the employee's scheduled duty shift, or if an employee is called to duty during a period when the employee is not scheduled to work.

Section 7.2

Compensatory time off shall be granted to employees for overtime duty required and performed by the employee in accordance with the following:

- (a) Compensatory time shall be awarded at a rate equal to one and one-half (1½) times an employee's regular rate of pay.
- (b) An employee shall be allowed to accumulate compensatory overtime up to a maximum of forty (40) hours. The employee must then begin to use such compensatory time before any additional time may be accumulated. However, such requirements may be waived by the Chief of Police when, in his or her judgment, said requirements would result in an undue hardship on the employee. All compensatory time must be used prior to an employee's retirement date.
- (c) The employee must request compensatory time off at least seven (7) days in advance of the period such time off shall be desired. No compensatory time off may be taken without approval. In the event compensatory time off is not approved for the date requested for, the employee shall be credited with any additional overtime.
- (d) Compensatory time will not be included in an employee's severance pay.

Section 7.3

When a regular full-time employee is officially ordered to report for emergency call-back duty, the employee shall be entitled to a minimum of four (4) hours at applicable overtime rates. This shall not be applied to early order-ins prior to the employee's regular shift or holdovers after the employee's regular shift.

Section 7.4

Nothing therein shall be construed to prevent the Town from changing current overtime practices to conform to applicable portions of the Fair Labor Standards Act (FLSA), if and when the same become effective, provided that no change which would violate the specific provisions of this Agreement may be implemented without the prior written agreement of the Union and Town.

Section 7.5

Mandatory training during hours when an employee is not scheduled to work shall be paid at the rate of time and one-half, with a minimum of a four (4) hour block. After the initial four (4) hour block, pay shall be on an hourly basis to the next higher full hour.

Section 7.6

No pyramiding of overtime is allowed.

ARTICLE VIII HOURS OF WORK/BID SHIFT

Section 8.1

- (a) Dispatcher employees shall work eight (8) hours per day, forty (40) hours per week with a one-half (1/2) hour lunch period according to Appendix A attached. Dispatchers shall take their lunch according to current practice.
- (b) Shift times are as follows:
 - First shift: 7:00 a.m. to 3:00 p.m.
 - Second shift: 3:00 p.m. to 11:00 p.m.
 - Third Shift: 11:00 p.m. to 7:00 am.
 - Relief: (See schedule)
- (c) The Chief of Police or his or her designee shall post a schedule for bidding no later than 21 days prior to the effective date of each bidding period.

Employees shall bid their shift among the established shifts the first Monday of March, June, September and December in accordance with seniority. Employees with less than one year of service may rotate between all shifts on the first Monday of March, June, September and December. Once an employee has completed the one year of service, they will be eligible to bid at the next bidding period.

Employees bid shift seniority will be determined by the employee's starting date as a regular member of the Avon Police Department.

If more than one appointment is made on the same date, bid shift seniority will be determined by final ranking from the testing procedure.

In the event all bid slots are not filled, assignment shall be made in inverse order of seniority.

An employee's shift may be changed by the Chief or his or her designee to accommodate training or other definite and demonstrated operational needs of the Police Department.

Swaps of longer than a two (2) week duration, "long term swaps", must be approved by the Chief or his or her designee.

ARTICLE IX PROBATIONARY PERIOD

Section 9.1

New employees shall serve a probationary period of twelve (12) months of satisfactory service unless extended an additional six months at the discretion of the Chief of Police and shall have successfully completed minimum dispatcher telecommunications training. The Union shall be notified whenever an extension occurs.

ARTICLE X UNIFORMS

Section 10.1

Employees shall report to work in neat and clean appearance, which may include denim pants. Employees may not wear any ripped garments or open-toed shoes. Employees will be provided with department-issued short-sleeve and/or long-sleeve polo shirts and with a department-issued fleece. Employees shall notify management when replacement shirts or fleece are needed.

Section 10.2

Watches, eyeglasses and other approved personal items damaged or destroyed in the line of duty (not as a result of the employee's negligence) shall be repaired or replaced at market value by the Town in accordance with the policy established by the Chief of Police except where such property is covered by insurance; in which event, the Town shall be responsible for that portion of the repair or replacement cost not compensated by insurance. The maximum payment under this section shall not exceed \$375 per employee per fiscal year, unless approved by the Town Manager.

ARTICLE XI HOLIDAYS

Section 11.1

The following are the official holidays for regular full-time dispatchers:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Friday Following Thanksgiving
Good Friday	Columbus Day	Christmas Day
Easter Sunday		

Section 11.2

On official holidays, the following shall apply:

- (a) An employee who works any holiday listed above shall receive one and one-half (1½) times their regular hourly rate for the regular eight (8) hour shift as defined in Section 8.1 plus the eight (8) hours pay for the holiday.
- (b) An employee whose scheduled day off falls on the holiday shall receive eight (8) hours' pay at his or her regular base rate in lieu of the holiday.
- (c) Employees working on a seven-day rotating shift shall observe the actual day of the holiday; all other personnel shall take off the day to be observed as the official holiday designated by the Town Manager.

- (d) When a holiday occurs during an employee's regular vacation or paid sick leave, said holiday shall not be charged against the employee's earned vacation time or sick leave, but charged as a holiday. The Town may require medical certification for illness the day before or the day after a holiday in order to qualify for holiday pay.
- (e) Any member held over beyond his or her shift, or required to come in early on such holiday listed above, shall receive double times (x2) their regular hourly rate for all such time worked before and/or after such holiday shift.
- (f) An employee who works on Christmas Eve (December 24) or New Year's Eve (December 31) shall receive a total of four (4) hours of compensatory time. However, an employee working B-Squad on Christmas Eve shall receive holiday pay.

ARTICLE XII VACATION

Section 12.1

Regular full-time employees who have completed six (6) months of continuous employment shall be eligible for vacation leave paid at the regular base rate on the basis of time earned or accrued, in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Rate of Earned Vacation</u>
6 Months	6 $\frac{2}{3}$ hrs. per month (40 hrs. for 6 months)
1 Year to, but not including 5 Years	6 $\frac{2}{3}$ hrs. per month (80 hrs. per year)
5 Years to, but not including 10 Years	10 hrs. per month (120 hrs. per year)
10 Years to, but not including 20 Years	13 $\frac{1}{3}$ hrs. per month (160 hrs. per year)
20 Years and over	16 $\frac{2}{3}$ hrs. per month (200 hrs. per Year)

Section 12.2

- (a) The following shall apply to vacation leave:
A regular employee may carry over a maximum of one-half his or her vacation days from one year to the next and to accumulate vacation leave up to the following maximum units:

Up to but not including 5 Years of Service	15 vacation days (120 hrs)
5 Years, but not including 10 Years	22.5 vacation days (180 hrs)
Over 10 Years of Service	35 vacation days (280 hrs)
- (b) Vacation leave shall be determined by length of continuous service.
- (c) Choice of vacation dates by employees shall be granted whenever practicable without jeopardizing the work requirement of the Police Department, as determined by the Chief of Police. Seniority shall prevail when requested vacation days conflict, when seniority is equal such conflict shall be settled in accordance with the policy established by the Chief of Police.

- (d) Provided that the employee has successfully completed their probationary period, an employee who terminates employment shall be entitled to be paid for any unused accrued or earned vacation time. On the death of an employee entitled to an unused accrued or earned vacation allowance, the allowance shall be paid to his estate.
- (e) An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) days and the employee files a physician's certificate describing the nature and duration of the illness, with the Chief of Police.

Section 12.4

Employees will be credited in advance for vacation time they are entitled to annually on July 1st. Adjustments for length of continuous service will be made during the year, on the employee's anniversary date. Employees who terminate employment with the Town, or stop earning vacation time, regardless of the reason, will be liable for any advance vacation time used in excess of vacation time normally accrued. The Town may charge this liability against any severance pay or sick time reimbursements outstanding, and bill the employee if these means do not cover the loss.

Section 12.5

In accordance with Town Policy, each employee must take a forty (40) hour block of time off each fiscal year. Any additional time off may be taken in no less than individual three (3) hour blocks.

ARTICLE XIII PERSONAL LEAVE

Section 13.1

A regular full-time employee who has successfully completed his entry level probationary period shall be entitled to four (4) working days for personal leave each fiscal year. The employee may use these personal leave days for important personal business which cannot be accomplished outside the employee's scheduled working hours. Personal leave days are not accumulative and cannot be applied to the next fiscal year.

Section 13.2

To have their absence credited as personal leave, employees must provide the department with reasonable notice of their intended absence at least forty-eight (48) hours in advance, unless otherwise authorized by the Chief of Police or designee.

ARTICLE XIV FAMILY FUNERAL LEAVE

Section 14.1

- (a) A regular full-time employee shall be granted funeral leave with pay up to three (3) working days between the date of death and the date of the funeral, inclusive, in the event of the death of an employee's:

Spouse	Mother	Mother-in-law	Sister	Step-parent
Father	Father-in-law	Child	Brother	Step-Child
Relative domiciled in the employee's household				

Up to four (4) working days of funeral leave with pay shall be granted when the funeral is held over 250 miles from the employee's home.

- (b) Each fiscal year a regular employee shall be granted funeral leave with pay up to a total of two (2) working days between the date of death and the date of the funeral, inclusive for the purpose of attending the funeral in the event of the death of an employee's:

Grandchild	Grandparent	Nephew	
Niece	Aunt	Uncle	
Son-in-Law	Daughter-in-Law	Brother-in-Law	Sister-in-Law

Up to three (3) working days of funeral leave with pay shall be granted when the funeral is held over 250 miles from the employee's home.

Section 14.2

Funeral leave shall only apply to an employee who is actually in attendance at the funeral, or engaged in activities in connection therewith.

Section 14.3

Where the employee is authorized to take funeral leave and said leave occurs when the employee is already on authorized leave, due to regularly scheduled days off, vacation, sick leave or other reasons, the amount of funeral leave granted will not be charged against such leave.

ARTICLE XV UNION BUSINESS LEAVE

Section 15.1

The two (2) members of the Union Negotiating Committee shall be entitled to attend all meetings between the Town and Union for the purpose of negotiating the terms of the collective bargaining agreement. When such meetings take place at a time when such members are scheduled to be on duty, the one (1) member shall be granted leave from duty with pay for attendance at such meetings.

Section 15.2

One (1) officer of the Union, at the request of aggrieved employee or employees, shall have the right to attend all meetings between the Town and Union at all levels of the grievance process, for the processing of grievances and/or other labor relations matters. When such meetings take place at a time during which either the Committee member or the aggrieved employee (s) are scheduled to be on duty, they shall be granted leave from duty with pay for such meetings except when, in the sole judgment of the Chief of Police, such leave from duty will create a shortage of dispatchers on duty, in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

Section 15.3

Such officers and members of the Union as may be designated by the Union, not to exceed one (1) employee at a time, shall be granted leave from duty with full pay for attending training sessions and the Union's convention or conferences, provided that the maximum leave shall not exceed a total of six (6) work days in any calendar year and shall not be taken for more than two (2)

consecutive days. Requests for such leave shall be made in writing to the Chief of Police as soon as possible but no less than two (2) weeks prior to the date for which said leave is requested. Such request shall also state the nature of the activity to be undertaken and shall be subject to approval by the Chief of Police or his designee.

ARTICLE XVI MILITARY LEAVE

Section 16.1

Military leave shall be granted, not to exceed two (2) weeks, to regular full-time employees when required to serve on active Reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his regular base rate of pay and his military pay. Normal full payroll deductions and Town contributions for insurance purposes shall be made by the Town to cover such periods. Copies of orders to active duty shall be supplied to the Chief of Police.

Any employee called up for duty during time of state or national emergency shall be paid the difference if any, between his regular base rate of pay and his military pay.

ARTICLE XVII SICK LEAVE

Section 17.1

Authorized sick leave shall be considered to be absence from duty, with pay, for the following reasons:

- (a) Personal illness, physical incapacity or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town of Avon.
- (b) When the employee is required to undergo medical, optical or dental treatment in excess of two (2) hours duration only when this cannot be accomplished on off-duty hours, and provided the Chief of Police is notified at least one day in advance of the day on which the absence occurs.
- (c) When the serious illness of a member of the employee's immediate family requires his personal attendance (such absence may be supported by a doctor's certificate) up to a maximum of forty (40) hours.

Section 17.2

The Town may require proof of illness for any authorized sick leave. In the judgment of the Chief of Police, proof of sick leave may include a doctor's certificate or other proof of illness or injury from the employee's physician indicating the nature and duration of the illness. Proof of illness or injury will not normally be required for sick leave of less than three (3) consecutive working days, unless determined otherwise by the Chief of Police. Proof of illness or injury will be required for sick leave of three (3) or more consecutive working days or a total of five (5) or more working days per fiscal year, unless the illness or injury is of such a nature that the Town waives the requirement to furnish a doctor's certificate. The Town may investigate any absence for which sick leave is requested.

Section 17.3

In order to have an absence counted as sick leave, the employee, on the first day of absence due to illness or injury, shall notify an appropriate person within the department, as determined by the Chief of Police, of his illness or injury within two (2) hours of the start of his normal time for reporting to work, except where sufficiently limiting circumstances exist.

Section 17.4

The Town reserves the right to require an employee to submit to a physical examination by a doctor of the Town's choice, the cost of the physical examination to be at the Town's expense.

Section 17.5

Sick leave shall be earned by each regular full-time employee at the rate of ten (10) hours for each calendar month of continuous service, the total of which shall not exceed one hundred twenty (120) hours in any twelve (12) months. Sick leave earned in any month of service shall be available during any subsequent month.

Section 17.6

The following shall apply to Sick Leave Accumulation:

- (a) All unused sick leave of any regular full-time employee during continuous employment may be accumulated up to a maximum of twelve hundred (1200) hours.
- (b) The amount of each employee's accumulated sick leave on the day prior to the effective date of this contract shall be credited toward his or her accumulated sick leave under this contract.
- (c) No credit toward accumulated sick leave shall be granted for time worked in excess of his or her normal work week.
- (d) Sick leave shall continue to accumulate during authorized leaves of absence with pay. Sick leave shall not continue to accumulate during leaves of absence without pay.

Section 17.7

The following shall apply to Sick Leave Redemption:

- (a) An employee, upon resignation without prejudice, shall receive on the basis of his /her base rate of pay, compensation for twenty-five percent (25%) of his/her unused, accumulated sick leave as severance pay.
- (b) An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his or her unused accumulated sick leave.

- (c) Upon retirement or death of a regular full-time employee, sixty percent (60%) of his /her unused accumulated sick leave shall be remitted on the basis of his /her current base rate of pay to the employee or his estate.

Section 17.8 Perfect Attendance Bonuses

The following shall apply to perfect attendance bonuses:

- (a) A regular full-time employee who maintains a perfect attendance record for sixty (60) days shall be granted four (4) hours' pay at his regular base rate of pay, or four (4) hours off with pay, at his option. Earned time accumulated may be taken anytime in the next twelve (12) months after it is earned. No more than twenty-four (24) such hours may be earned in any twelve month period. Absence for personal leave, vacation leave -and funeral leave will not mar otherwise perfect attendance; absence for sick leave, suspension or tardiness will mar perfect attendance.

ARTICLE XVIII INJURY LEAVE WORKERS' COMPENSATION

Section 18.1

Injury leave is paid leave given to an employee due to absence from duty caused by an accident or injury which occurred while the employee was engaged in the performance of his duties. Employees are covered by Workers' Compensation Insurance and are paid stated amounts, due to injuries received on duty. The Town, in the case of injury leave, shall supplement the payments of the insurance company so the employee will receive his full base rate of pay during his absence, for a period not to exceed six (6) months.

Section 18.2

All payments on injury leave shall be made subject to the same rules and regulations as Workers' Compensation Insurance. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

Section 18.3

For any employee who has suffered a work-related injury and whose physical condition prevents him from performing his normal work assignment, the Town agrees to comply with the Americans with Disabilities Act. Nothing contained herein shall be construed to require the Town to create a position for such employee.

ARTICLE XIX RETIREMENT

Section 19.1

Defined Contribution Plan

All employees hired on or after 7/1/97 shall join a Deferred Contribution Plan offered by the Town whereby the Town will make an 8% contribution per year and the employee will make an 8% contribution per year.

Employees hired on or after 7/1/17 must complete five (5) years of continuous service to be vested in this Plan.

The Town will continue to advise CILU prior to the implementation of any changes in the Town's 401 and 457 plans when those changes merely track changes required by federal law to be made in plans that are subject to ERISA. Both parties maintain their rights to negotiate impact.

Employee contributions to the Retirement Plan will be made in accordance with Section 414 (h) of the Internal Revenue Code.

Section 19.2

As a condition of employment, all new members of the bargaining unit must join the Retirement Plan.

Section 19.3

In the event that an eligible employee, after retiring, obtains employment from a different employer which provides substantially equal medical benefits, the Town will stop providing this benefit.

Section 19.4

The Town will allow payroll deduction for participation in, at the employee's expense, any Deferred Compensation Program offered to bargaining unit members.

ARTICLE XX SENIORITY/LAYOFF

Section 20.1

The seniority rights of all members of the bargaining unit shall be based upon length of continuous service and shall be determined from the date such member or members were officially appointed to the Department.

Section 20.2

No employee shall attain seniority rights under this Agreement until he has been continuously employed by the Town as a regular full-time dispatcher of the Department for a period of six months. During such period, the employee shall be on probation and may be discharged or disciplined for any reason whatsoever without right of appeal. Such employee shall be entitled to an exit hearing. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period, his or her seniority shall date back to the date of his or her original employment as a member of the Department.

Section 20.3

Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by test scores.

Section 20.4

Seniority shall not be broken by vacations, sick time, suspension or any authorized leave of absence or any call to military service for the duration.

Section 20.5

Employees who may resign voluntarily or who may be discharged for just cause shall lose all seniority.

Section 20.6

- (a) In the event of a reduction in the work force or hours, reduction in hours or layoffs shall be inverse order of hiring. Notice by the Town to the Union and employee shall be no less than four (4) calendar weeks, but in an emergency not less than two (2) calendar weeks.
- (b) For a period of eighteen (18) months, the affected employee shall have the right to be recalled to the job title from which he or she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified.
- (c) No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within five (5) days of receipt, the employee shall lose recall rights.

ARTICLE XXI COURT DUTY

Section 21.1

When an employee is required to be present in court or at the Liquor Commission regardless of any other provision herein contained, any dispatcher who is summoned during any period which he or she is not regularly scheduled to duty, shall receive, from the State of Connecticut, the statutory amount of compensation provided in the Connecticut General Statutes.

Thereafter, he or she shall receive compensation from the Town computed by one and one-half (1½) times his or her base hourly rate, when the total time in court, multiplied by one and one-half (1½) his or her base hourly rate exceeds the amount paid by the State of Connecticut for each day's required testimony. Then he or she shall receive compensation at one and one-half (1½) times his or her regular base hourly rate for the actual time spent beyond that compensated by the State, exclusive of mileage.

ARTICLE XXII EMPLOYEE GROUP INSURANCE

Section 22.1 – Health Insurance

Regular employees in the bargaining unit are eligible to subscribe to the following group insurance plan for themselves and/or dependents upon appointment:

On or after July 1, 2019, as soon as the Town can reasonably do so, employees shall be offered health insurance through a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), with a \$2,000 deductible for single coverage and a \$4,000 deductible for family coverage

(which includes two person coverage).

The Town will contribute 70% of annual deductible in the first year of this Agreement and 50% thereafter (beginning July 1, 2020), which shall be paid out as follows: Within 1 month of implementation of the HDHP/HSA Plan, the Town shall pay 70% of the deductible for any plan participants. Thereafter, half of the Town's contribution to the deductible in the payroll following July 1 and half of the payroll following January 1. To be eligible to receive the payment, the employee must be on the payroll on the date of payment.

All employees participating in the HDHP/HSA shall contribute 13% of the HDHP/HSA annual premium during the first year the HDHP/HSA is implemented and then 15% of insurance premium thereafter. Current contribution rate toward insurance will continue until the HDHP/HSA Plan is implemented.

1. Once the deductible is met, members are responsible to continue paying a prescription drug co-pay of \$10.00 (generic) and \$15.00 (brand) as well as two (2) times the prescription co-pay for mail order 90/100 day supply.

Payment in lieu of coverage:

An employee may choose not to receive health insurance provided by the Town. Notification of this decision must be made within the first ten (10) calendar days of each month. Notification must be in writing and include a waiver protecting the Town from claims while the employee is not receiving coverage through the Town's plan.

At the end of each fiscal year, any employee who has waived participation in the Town's plan for the year, will receive a lump sum payment in lieu of coverage not received during that fiscal year for coverage:

- 1) \$5,000 for family health insurance coverage
- 2) \$2,500 for employee and employee plus one health insurance

Employees who are employed for less than a year and who waive health insurance for the period of their employment shall receive a pro rata payment.

Section 22.2 - Life and Long-Term Disability Insurance

The Town shall pay 100% of the premium for the following:

1. Group Term Life Insurance in the amount of \$35,000 with Accidental Death and Dismemberment Rider.
 2. Long-Term Disability (\$60,000 cap)
- * Effective July 1, 2005, employee medical/dental contributions shall be tax exempt as provided in an IRS sanctioned 125 Plan.

Section 22.3

The Town reserves the right to change the insurance carrier(s) as long as benefits are equivalent to, or better than, those currently in effect. Notice to the Union of such change with a copy of the new plan shall be provided at least sixty (60) days prior to such change.

Section 22.4

The employee shall have the option to purchase additional life insurance at his or her expense, in \$5,000 increments, up to a maximum of \$100,000, not to exceed two times the employee's salary.

Section 22.5

The Town shall provide an employee assistance program that shall be available to all employees.

Section 22.6

Effective 7/1/97, the Town will provide post-retirement medical benefits to the retiree hired prior to 7/1/10 and family under the following formula:

<u>PLAN</u>	<u>AGE*</u>	<u>% PAID BY THE TOWN</u>
Medicare Carve-Out **	65	100% emp./100% of spouse
The Plan **	62 or 25 years	80% emp./55% family
The Plan **	55	50% emp./50% family

Effective 7/1/10, the Town will provide post-retirement medical benefits to the retiree hired after 7/01/10 and before 7/1/13 and family under the following formula:

<u>PLAN</u>	<u>AGE*</u>	<u>% PAID BY THE TOWN</u>
Medicare Carve-Out **	65	50% emp./50% of spouse
The Plan **	62 or 25 years	50% emp./50% family
The Plan **	55	50% emp./50% family

Effective 7/1/13, the Town shall not provide post-retirement medical benefits to the retiree or their family for employees hired after 7/1/13.

* In accordance with the provisions of the Town's Pension Plan for normal and early retirements.

** The Plan, currently administered by Cigna.

This coverage shall be provided from the day of retirement until the date upon which said eligible retiree shall become eligible for the Medicare supplement except that coverage will not be extended to eligible retirees who are eligible to receive health insurance benefits from or through another employer as long as the benefits are substantially equivalent or better than those currently in effect.

To be eligible for benefits hereunder, each eligible retiree shall declare annually and in writing that he or she does not have such comparable coverage available and provide the Town with suitable information including but not limited to copies of relevant coverages available to the retiree/survivor. If no such information and written declaration are received, the Town shall be permitted to drop the coverage on said retiree/survivor after due notice of such elimination of coverage is sent to the eligible retiree/survivor's last known address by certified mail, return receipt requested. The Town reserves the right to have an eligible retiree/survivor's alternate health plan evaluated by an independent source agreeable to both the retiree/survivor and the Town so the Town can determine the comparability of coverage. A eligible retiree cannot return to the Plan more than 3 times up to age 65 when the Medicare Supplement Benefits take effect for employee and spouse.

Termination of retiree health insurance benefits falls under the same provisions as offered to Police and Non-Organized Employees (i.e., eligible retirees can leave and come back to the Plan 3 times up to age 65). Survivors of retirees can continue their coverage at 55% or 50% under the same conditions. However, if, at the time of retirement, an eligible employee's spouse can get coverage from their own employer, they must join their own plan and can only rejoin the Town's plan (3 times up to age 65) if they lose their coverage or leave their job.

The Medicare Carve-out Plan for eligible retirees age 65 or older does include the Prescription Rider and the Vision care Rider.

Effective 7/1/97, spouses of employees hired before 7/1/13 will also be covered under the Medicare Supplement Plan offered to retired employees who have reached age 65.

ARTICLE XXIII INDEMNIFICATION

Section 23.1

The Town shall indemnify, by insurance or otherwise, each employee who is named a defendant in a lawsuit as a result of his or her employment with the Town if, at the time of the occurrence that is the basis of the claim(s) in the lawsuit, the employee was: (1) acting in the performance of his or her duties and within the scope of their employment and (2) the resulting damage was not the result of a willful or wanton act of the employee in the discharge of his or her duty.

ARTICLE XXIV GENERAL PROVISIONS

Section 24.1

In the event of inconsistencies between terms of the Agreement and the Police Manual, the Agreement shall prevail; otherwise, the Manual shall prevail. In the event of inconsistencies between terms of the Agreement and the provisions of the Town Personnel Rules, the Agreement shall prevail; otherwise, the Personnel Rules shall prevail.

Section 24.2

When the context so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, and the singular shall include the plural, and the plural the singular.

Section 24.3

In the event that a grievance filed by an employee is ultimately sustained by a decision of the State Labor Board, the Town shall reimburse the Union for the current filing fee. In the event a grievance filed by an employee is not sustained and the Town sustains its position, then the Union will reimburse the Town for the current filing fee.

Section 24.4

The Town shall make reasonable efforts to offer at least sixteen (16) hours of training each fiscal year to each civilian dispatcher employee.

Section 24.5

Any member of the bargaining unit may trade shifts with another member of the bargaining unit in accordance with Police Department Policy 5-2.

Section 24.6

The Town will provide a bulletin board for the Union for the sole purpose of posting notices of Union business and activities. Posting of non-Union material is prohibited.

Section 24.7

When an employee is required to use his or her own motor vehicle to perform Town business, or attend conferences at the direction of the Chief or his designee, he or she shall be reimbursed in accordance with Town policy.

Section 24.8

The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union business representative will report to the Department Head before talking to bargaining unit members.

Section 24.9

The Town agrees that it will not subcontract work for the purpose of laying off employees.

Section 24.10

The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

Section 24.11

There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Town Council.

Section 24.12

Bargaining unit employees shall have preference to perform bargaining unit work. Extra duty/overtime duty shall occur pursuant to General Order 3-2.

Section 24.13

Any employee who is required by the Town to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference.

Section 24.14

The parties recognize and agree to employee evaluation procedures as enumerated in General Order 4-20.

ARTICLE XXV INVALIDITY

Section 25.1

If any Article, or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections, or portions thereof, which shall be valid.

ARTICLE XXVI OTHER LEAVES

Section 26.1 Maternity Leave

Leave shall be granted for the birth of a child or the placement of a child within the employee's immediate family for adoption or foster care in accordance with the Federal Family Medical Leave Act.

Section 26.2 Family Leave

Family leave shall be granted up to twelve (12) weeks pursuant to state and federal law. Any accumulated leave may be used by the employee during such absence.

Section 26.3 Leave of Absence

An employee requesting leave of absence without pay may be granted the same at the discretion of the department head and/or Town Manager upon reasonable cause being given. Such leave shall not exceed sixty (60) days. During such leave of absence, insurance benefits will remain in effect.

Section 26.4 Jury Leave

Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No employee shall receive more compensation than normally should have been received in a regular work week. An employee called to jury duty shall furnish the Town with a notice to service in evidence of attendance. The Town may request exclusion for any employee who received notification of jury duty.

**ARTICLE XXVII
POLICE DEPARTMENT RULES AND REGULATIONS AND
TOWN PERSONNEL RULES**

Section 27.1

Any changes made to Personnel Rules, Departmental Rules and Regulations, or General Orders during the life of this Agreement must be in accordance with the provisions of the Municipal Employee Relations Act.

**ARTICLE XXVIII
DURATION**

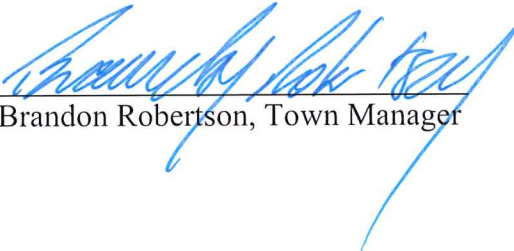
Section 28.1

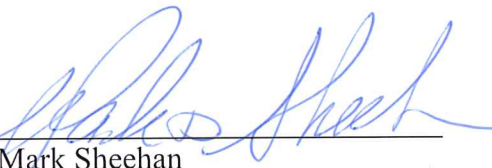
This Agreement shall be effective for three (3) years from June 30, 2019 until June 30, 2022. This contract shall continue until changes are otherwise negotiated or the subject of an arbitration award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, 25th day of September, 2019.

UNITED PUBLIC SERVICE EMPLOYEES TOWN OF AVON
UNION

BY: 
Kevin E. Boyle, UPSEU President

BY: 
Brandon Robertson, Town Manager

BY: 
Mark Sheehan
Labor Relations Representative

APPENDIX A

Work Schedule / Bid Shift

SHIFT	TIME	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A-1	0700-1500	A	A	A	A	OFF	OFF	A
A-2	0700-1500	A	A	A	A	A	OFF	OFF
B-1	1500-2300	B	B	B	OFF	OFF	A	B
B-2	5100-2300	B	B	B	B	B	OFF	OFF
C-1	2300-0700	C	OFF	OFF	C	C	C	C
R-1	RELIEF	OFF	C	C	B	B	B	OFF

Note: The Town will have the sole right to assign a vacant opening to any slot(s) based on the operational needs of the Department as determined by the Chief of Police or his designee.

Rates of Pay

		<u>NH</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
7-1-19	2.50%	25.5047	26.7629	28.0951	29.5309	30.9964	32.5506
7-1-20	2.25%	26.0785	27.3650	28.7273	30.1953	31.6938	33.2830
7-1-21	2.25%	26.6653	27.9807	29.3737	30.8747	32.4069	34.0319

Employees shall remain at the new hire training rate until the Chief of Police determines that the employee is deemed capable of dispatching independently and shall then advance to level A.

