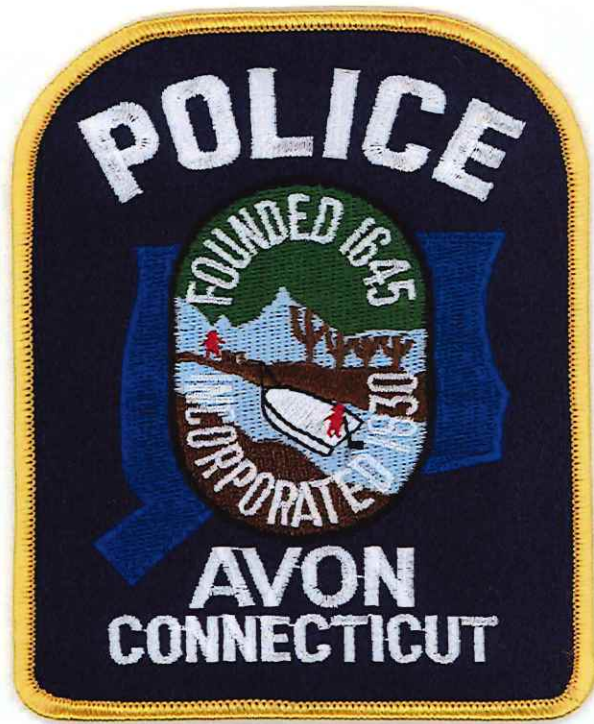


**AGREEMENT  
BETWEEN  
THE TOWN OF AVON  
AND UPSEU/COPS**



**JULY 1, 2021 - JUNE 30, 2024**

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PREAMBLE

This Agreement is entered into this 17<sup>th</sup> day of **June**        **2022** by and between the Town of Avon, Connecticut, hereinafter referred to as the Town, and Unit 541, The United Public Service Employees Union, COPS Division, an employee organization as defined in Section 7-465 Connecticut General Statutes as amended, hereinafter referred to as the Union.

WITNESSETH:

Whereas, it is the intent of the parties to promote harmonious relations between the Town and 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 Unit 541, The United Public Service Employees Union, COPS Division, as the exclusive collective bargaining agent for all regular full-time sworn uniformed and investigatory employees up to and including the rank of Sergeant having the authority to exercise police powers, excluding employees above the rank of Sergeant, supernumeraries and civilian dispatchers.

**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, gender, sexual orientation, marital status, 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 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 operation.
7. To employ, direct, schedule, assign, appoint, suspend, discharge, transfer, promote or demote employees, or to lay off, 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. Changes in the Master Police Schedule, except for emergency conditions, or temporary assignments to meet certain conditions, or problems, will only be implemented after they have been negotiated with the bargaining unit in accordance with the following procedure: The Town and the bargaining unit will negotiate such changes for up to ninety (90) days. In the event that no agreement is reached, the matter shall be submitted to an independent arbitrator agreed upon between the Town and the Union. Arbitration shall commence within thirty (30) days of the arbitrator's appointment. No changes in the schedule shall be made until the arbitrator's award is made.
9. 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.
10. 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.
11. To fulfill all of the Town's legal responsibilities.
12. 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 of 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 or expeditious otherwise.

### **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 as may be fixed and certified to the Town by the Union and allowed by law. Such authorization, forwarded to the Human Resources Director not less than ten (10) days prior to the first pay day of the month, and in a form prescribed by the Town Accountant shall be effective the month received 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 Treasurer 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 reason 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/her deductions up to date. The sum, which represents such monthly Union dues deductions, shall be certified to the Town as constituting such by the authorized Treasurer of the Town. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction 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 Treasurer 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 the 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 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 ten (10) working days of its occurrence in accordance with that employee's position on the Master Police Schedule. The grievance will be directed to the appropriate Division Commander. The Division Commander's decision shall be submitted in writing to the aggrieved employee and his/her 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 are not satisfied with the decision rendered by the Division Commander, the employee and his/her representative, if represented, shall submit the grievance in writing to the Chief of Police and/or the Chief's designee, within ten (10) working days of receipt of the Division Commander's decision, in accordance with that employee's position on the Master Police Schedule. The decision of the Chief and/or the Chief'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 Chief's normal working days.
3. Step Three: If the employee or the Union are not satisfied with the decision rendered by the Chief, the employee and his/her representative, if represented, shall submit the grievance in writing to the Town Manager and/or Town Manager's Designee, within ten (10) working days of receipt of the Chief's decision, in accordance with that employee's position on the Master Police Schedule. The decision of the Town Manager and/or 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 Town Manager's Designee's normal working days.
4. Step Four: If the Union is not satisfied with the decision rendered by the Town Manager and/or Town Manager's Designee, then only the Union shall submit the grievance in writing to the Connecticut State Board of Mediation and Arbitration within fifteen (15) working days of the receipt of the Town Manager's and/or Town Manager's Designee's decision. Simultaneous notice of the intention to proceed to arbitration must be given to the Town Manager and/or Town Manager's Designee and the Connecticut State Board of Mediation and Arbitration. 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 Town Manager's Designee, be submitted to the American Arbitration Association. If the parties elect to submit the grievance to the American Arbitration Association, the Union and Town Manager and/or Town Manager's Designee must do so within ten (10) working days after receipt of notice of the Union's intent to proceed to arbitration. 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 third or 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.

#### **Section 4.6**

Grievances involving discharge, suspension and demotion shall be initiated at the fourth 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 Manager and Union.

#### **Section 4.8**

Time extensions beyond those set forth in this grievance procedure in Steps One and Two may be arranged by mutual written agreement of the Union and Chief of Police and/or the Chief's designee.

Time extensions beyond those set forth in this grievance procedure in Steps Three and Four may be arranged by mutual written agreement of the Union and Town Manager and/or the Town Manager's designee.

#### **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 ten (10) 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.



### **Section 4.13**

In the event 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 \$200.00 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 \$200.00 filing fee.

## **ARTICLE V** **DISCIPLINARY HEARING**

### **Section 5.1**

If at any time, the Town elects to have formal hearings pertaining to the actions of any employee at which witnesses shall be called and interviewed, the employee shall have the right to produce witnesses on his/her behalf. All witnesses shall be sworn. Such hearings shall be closed to the public, including the press, unless the parties shall agree to have an open hearing. Any party may have a public stenographer present at that party's expense. If formal charges are made against an employee, the employee shall be given a copy of such charges not less than seven (7) calendar days prior to the hearing. A minimum notice of seven (7) calendar days shall be given to an employee whose actions are the subject of the hearing.

## **ARTICLE VI** **RATES OF PAY**

### **Section 6.1**

Each regular full-time employee shall receive a wage increase in accordance with the following schedule:

Employees active on the payroll as of ratification. Retroactive to July 1, 2021- 2.25%  
July 1, 2022- 2.50%  
July 1, 2023- 2.50%

See APPENDIX B for Pay Grades.

### **Section 6.2**

New employees shall be appointed at pay rate A in the above salary schedule in effect and shall advance one full pay rate for each full year of satisfactory service on his/her anniversary date of employment or promotion, but shall not exceed the maximum day rate for his/her classification.

### **Section 6.3**

The regular rate of pay of a patrol officer assigned to the classification of detective for a period of not less than thirty (30) days shall be increased at a rate of not less than three percent (3%) of the regular rate of pay such employee received in the patrol officer classification. After the completion of three (3) months of satisfactory service in the detective classification, the assigned employee's rate of pay shall be increased to the pay in the detective classification, which is at least six percent (6%) above the regular rate such employee received in the patrol officer classification; but in no case shall the regular rate of pay exceed the maximum pay rate of the detective classification.

#### **Section 6.4**

When an employee is promoted from one classification to another, his/her rate of pay shall be at the pay rate of the new classification which is at least six percent (6%) above his/her rate of pay before promotion, but in no case shall the rate of pay exceed the maximum pay rate of the classification to which the employee is promoted.

#### **Section 6.5**

All pay adjustments shall become effective the day of the adjustment, and employees shall start earning the adjusted rate from the effective date.

#### **Section 6.6**

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

### **ARTICLE VII** **EDUCATION INCENTIVE PAYMENTS**

#### **Section 7.1**

In addition to the rates of pay provided for in Article VI herein, an employee shall be entitled to a payment for advanced education credits as follows:

- (a) When the employee shall be awarded an Associate Degree or awarded by an accredited degree-granting institution of learning, and such course of study shall require successful completion of approximately sixty (60) credit hours.

The education incentive payments shall not exceed the following maximum schedule:

Police Officer	\$1,125	Detective	\$1,300	Sergeant	\$1,460
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- (b) When an employee holds or earns an undergraduate or graduate degree from an accredited institution.

The education incentive payments shall not exceed the following maximum schedule:

Police Officer	\$ 2,450	Detective	\$2,600	Sergeant	\$2,925
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- (c) For the purposes of the Agreement, "successful completion" shall mean a grade of "C" or above.

#### **Section 7.2**

Education Incentive Payments will be added to the base rate of pay and paid over each payroll period. Applicable credits verified after July 1 of each fiscal year shall be paid on a prorated basis within thirty (30) days or two (2) full payroll periods (whichever is longer) following verification.

## **ARTICLE VIII**

### **BID SHIFT**

#### **Section 8.1**

- (a) The Chief of Police or his/her designee shall post a schedule for bidding no later than twenty-one (21) days prior to the effective date of each bidding period.
- (b) Patrol officers shall bid their shift among the established shifts the first Monday of March, June, September and December in accordance with seniority. Patrol Officers with less than one year of service from the time they completed the Field Training Officer Program (FTO), shall not be able to bid shifts but shall be assigned to a shift by management. Once an officer has completed the one year of service after the FTO Program, they will be eligible to bid at the next bidding period. Detectives and Service Division employees will be exempt from bid shift.
- (c) For Patrol Officers, bid shift seniority will be determined by an officer's starting date as a regular member of the Avon Police Department.  
  
For Supervisory personnel, bid shift seniority shall be determined by the order of appointment in rank. If more than one appointment is made on the same date, bid shift seniority will be determined by final ranking from the testing procedure.
- (d) In the event all bid shift slots are not filled, assignment shall be made in inverse order of seniority.
- (e) An open slot will remain for officers who have been assigned to special details (for example, the Regional Narcotics Division Task Force). This shall rotate between all three shifts and will not be open for bid by senior officers if the Special Assignment Officer is scheduled to rotate to that squad.
- (f) An officer's shift may be changed by the Chief or his/her designee to accommodate training or other definite and demonstrated operational needs of the Police Department.
- (g) Notwithstanding Article XXVIII, Section 28.8, swaps of longer than a two (2) week duration, "long term swaps", must be approved by the Chief or his/her designee.
- (h) A copy of the Sergeants' Bid Shift Schedule is included in APPENDIX A of this Contract.

## **ARTICLE IX**

### **OVERTIME**

#### **Section 9.1**

- (a) All overtime shall be paid at a rate of one and one-half (1½) an employee's regular rate of pay for all authorized work performed in excess of forty (40) hours in one week.
- (b) Overtime shall be distributed in accordance with Department Policy No. 3-2, as amended.
- (c) 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 9.2**

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 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/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, the employee shall be credited with any additional overtime.
- (d) Compensatory time not used will be included in an employee's severance pay.

### **Section 9.3**

The following duty shall not be included in the computation of overtime:

- (a) Voluntary time spent in connection with parades on Memorial Day or for any other voluntary time spent on civic or department duties as allowable under the Federal Fair Labor Standards Act.
- (b) Authorized attendance at all advanced training schools, including but not limited to the FBI National Academy, Babson Institute, and Northwestern Traffic Institute.

### **Section 9.4**

When a regular full-time employee is officially ordered to report for emergency 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 9.5**

Nothing herein shall be construed to prevent the Town from changing current overtime practices to conform to applicable portions of the Fair Labor Standards Act, 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 9.6**

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 9.7**

#### **Voluntary Cooper Test**

- Once per fiscal year, officers may voluntarily, on their own time, elect to take the Cooper Physical Ability Test, which shall be administered by a POSTC certified instructor; and,
- If successful in meeting or surpassing the fiftieth percentile (50%), the officer shall receive eight (8) hours of compensatory time, which may be used in accordance with Section 9.2(c); and
- The earning or use of such time shall not result in the expenditure of overtime funds.; and,
- A written policy governing this program shall be developed by the Chief of Police.

## **ARTICLE X** **SPECIAL POLICE DUTY**

### **Section 10.1**

In addition to the regular base rates of pay provided for in Article VI, employee's wages for additional special police duty such as road jobs for private contractors or utility companies, traffic control, and other private and public functions, shall be compensated in accordance with the following:

SPECIAL DUTY PAY shall be computed at a rate of one and one-half (1½) times the officer's rate of pay for the time worked, with a minimum of four (4) hours of pay at this rate. After the initial four (4) hour block, pay shall continue in four (4) hour blocks with the exception of town hired special duty wherein after the initial four (4) hour block, pay shall continue on an hourly basis, to the next higher full hour.

### **Section 10.2**

No time worked on Special Police Duty shall be considered under any circumstances as overtime for payment of overtime rates of pay.

## **ARTICLE XI** **PROBATIONARY PERIOD**

### **Section 11.1**

#### **New Employees of the Police Department:**

- (a) New employees of the Police Department shall serve a probationary period of one (1) year after the successful completion of both the minimum basic police training required by Section 7-29 (e) of the Connecticut General Statutes and the Field Training Officer Program (FTO) required by the Avon Police Department.

- (b) If at the date of hire the new employee has already met the minimum basic police training required by state statute, said employee shall serve a probationary period of one (1) year after the successful completion of the Avon Police Department FTO Program.

#### Promotion

- (a) Employees promoted from one classification to a higher classification in the bargaining unit shall serve a probationary period of not less than six (6) months and no more than twelve (12) months.

## **ARTICLE XII**

### **UNIFORMS**

#### **Section 12.1**

The Town shall furnish all regular full-time uniformed personnel with the required uniforms as determined by the Chief of Police. The Town agrees to replace items of the uniform issue as found necessary upon inspection and as approved by the Chief of Police or his/her authorized representative, such replacement to be at the Town's expense unless the need for replacement is the result of negligence or wrongdoing by the employee. Title to all issued uniforms and equipment shall remain with the Town.

#### **Section 12.2**

Employees appointed to plainclothes duty in the Detective Division shall receive an annual clothing allowance of \$700 per fiscal year. An employee appointed to plainclothes duty in the Detective Division for an excess of thirty (30) days during a fiscal year will receive a pro-rata clothing allowance based on the length of assignment. The check is to be payable the first pay date in July.

#### **Section 12.3**

Cleaning of issued clothing for all uniformed personnel will be provided by the Town. Cleaning of civilian clothing for plainclothes personnel assigned to the Detective Division will be provided by the Town when such costs are attributable to soiling in the line of duty. The frequency and manner of cleaning shall be determined by the Town.

#### **Section 12.4**

The Town shall provide all regular full-time sworn personnel appointed to the Police Department with a service weapon. The type of weapon provided will be determined by the Chief of Police. The Town shall, upon inspection and approval by the Chief of Police or his/her authorized representative, repair all service weapons.

#### **Section 12.5**

Personal clothing, 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/replacement cost which is 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.

#### **Section 12.6**

Authorized footwear purchased by employees may be for more than one pair however employees will only be reimbursed up to a maximum of \$250.00 in total per fiscal year.

**ARTICLE XIII**  
**HOLIDAYS**

**Section 13.1**

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

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

**Section 13.2**

On official holidays, the following shall apply:

- (a) An employee who works on a holiday shall receive eight (8) hours pay at his/her regular rate of pay plus eight (8) hours at his/her regular rate of pay except as modified by Section 13.2 (e) and (f). Furthermore, an employee may, with the approval of the Chief of Police, take equivalent time off with pay in lieu of the aforementioned payment provided the employee designates an officer to replace him/her, if required. However, an employee who is regularly scheduled to work on the holiday may request, two weeks in advance, permission of the Chief of Police to take the holiday workday off, in lieu of holiday pay.

When the Chief receives more than one request for this option, the decision of the Chief shall be based on seniority.

- (b) An employee whose scheduled day off falls on the holiday shall receive eight (8) hours pay at his/her regular rate in lieu of the holiday.
- (c) Employees working on a seven-day rotating shift shall observe the actual day of the holiday as designated in Section 13.1; 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) An employee who is scheduled to work on any of the holidays listed under Section 13.1 above shall receive time and one-half (1½) holiday pay, plus eight (8) hours of regular pay.
- (f) If any member is ordered to holdover beyond his/her regular shift, or come in early prior to his/her regular shift on any official Town holiday, he shall receive, in addition to his/her

overtime pay, additional holiday pay equal to the number of additional hours worked on the holiday paid at his/her regular rate of pay.

- (g) Except as noted in Section 13.2 no pyramiding of overtime or holiday pay is allowed.

**Section 13.3**

Christmas Eve shall be a holiday only for sworn B Squad personnel that actually work on Christmas Eve.

**ARTICLE XIV**  
**VACATION**

**Section 14.1**

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

<b><u>Length of Continuous Service</u></b>	<b><u>Rate of Earned Vacations</u></b>
6 Months	6⅔ hours per month (40 hours for 6 months)
1 year to, but not including 5 years	6⅔ hours per month (80 hours per year)
5 years to, but not including 10 years	10 hours per month (120 hours per year)
10 years to, but not including 15 years	13⅓ hours per month (160 hours per year)
15 years and over	16⅔ hours per month (200 hours per year)

**Section 14.2**

- (a) The following shall apply to vacation leave:

A regular employee may carry over a maximum of one-half of his/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 hours)
5 years up to but not including 10 years of service	22.5 vacation days (180 hours)
Over 10 years of service	35 vacation days (280 hours)

- (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 dates conflict, in accordance with the policy established by the Chief of Police.



- (d) If an employee terminates employment in good standing, he shall be entitled to be paid for any unused accrued vacation time. On the death of an employee entitled to an unused accrued vacation allowance, the allowance shall be paid to his/her estate.
- (e) An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three days and the employee files a physician's certificate describing the nature and duration of the illness with the Chief of Police.
- (f) An employee may work up to five (5) vacation days each fiscal year, with the approval of the Chief of Police. No employee may work more than five (5) vacation days per fiscal year except in the most unusual cases, with the approval of the Town Manager.
- (g) For purposes of this Agreement, "good standing" shall mean that the separating employee has given the requisite notice of resignation, if applicable, and that the employee is not being discharged or has not engaged in conduct that would constitute ground to discharge for cause.

#### **Section 14.3**

Employees will be credited in advance for vacation time they are entitled to as of July 1 annually. 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 14.4**

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 any time block. The Town will waive the forty (40) hour block requirement during the twelve (12) month period prior to retirement.

### **ARTICLE XV PERSONAL LEAVE**

#### **Section 15.1**

A regular full-time employee who has successfully completed one (1) year of service 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. Employees hired after January 1, 2005 must complete their probationary period prior to being eligible for this provision.

#### **Section 15.2**

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

## **ARTICLE XVI**

### **FAMILY FUNERAL LEAVE**

#### **Section 16.1**

- (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-in-law	Sister
Father	Father-in-law	Brother
Mother	Child	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:

Grandparent	Grandchild	Aunt
Uncle	Nephew	Niece
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 16.2**

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

#### **Section 16.3**

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 include these days.

**ARTICLE XVII**  
**UNION BUSINESS LEAVE**

**Section 17.1**

The four (4) 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 four members shall be granted leave from duty with pay for attendance at such meetings except when, in the sole judgment of the Chief of Police, such leave from duty will create a shortage of officers on duty and in such case, leave will not be granted.

**Section 17.2**

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. 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 officers on duty, in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

**Section 17.3**

Such officers and members of the Union as may be designated by the Union, not to exceed one (1) employee at one time, shall be granted leave from duty with full pay for attending training sessions and the Union's national convention, 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 requests shall also state the nature of the activity to be undertaken and shall be subject to approval by the Chief or his/her designee.

**ARTICLE XVIII**  
**MILITARY LEAVE**

**Section 18. 1**

Military leave shall be granted, not to exceed three (3) 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/her regular rate of pay and his/her 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.

## **ARTICLE XIX**

### **SICK LEAVE**

#### **Section 19.1**

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/her personal attendance, when supported by a doctor's certificate, in accordance with FMLA.

#### **Section 19.2**

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 19.3**

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/her illness or injury at least two hours prior to his/her normal time for reporting to work, except where sufficiently limiting circumstances exist.

#### **Section 19.4**

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 19.5**

Sick leave shall be earned by each regular full-time employee at the rate of (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 19.6**

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 eighteen hundred (1800) 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/her accumulated sick leave under this contract.
- (c) No credit toward accumulated sick leave shall be granted for time worked in excess of his/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 19.7**

The following shall apply to Sick Leave Redemption:

- (a) An employee, upon resignation in good standing, 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 not in good standing when he/she separates from their employment with the Town, shall receive no compensation for any of his/her unused accumulated sick leave.
- (c) For purposes of this Agreement, "good standing" shall mean that the separating employee has given the requisite notice of resignation, if applicable, and that the employee has not been discharged or who has not engaged in conduct that would constitute ground to discharge for cause.
- (d) Upon retirement or death of a regular full-time employee, or his/her estate shall receive sixty percent (60%) of his/her unused accumulated sick leave which shall be remitted on the basis of his /her current rate of pay. The Town Manager may in his/her reasonable discretion also approve the payout of 60% of accumulated sick leave due to extenuating circumstances, such as an employee resigning due to a life threatening illness.
- (d) For purposes of this section, to be considered in "good standing, an employee must not be subject to any pending or threatening discipline, and, absent some extenuating circumstances, an employee must work at least fourteen (14) days after giving notice of

his/her resignation.

- (e) An employee will be considered to have "retired" if he/she leaves the Police Department in good standing having served in the Police Department for 20 or more years.

#### **Section 19.8**

Any excess sick leave above the maximum allowable of 1800 hours will be forfeited by the employee.

### **ARTICLE XX** **INJURY LEAVE**

#### **Section 20.1**

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/her duties. Employees are covered by Worker's 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/her full rate of pay during his/her absence, for a period not to exceed six (6) months.

#### **Section 20.2**

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

#### **Section 20.3**

For any employee who has suffered a work-related injury and whose physical condition prevents him/her from performing his/her normal work assignment, the Town agrees to make a reasonable effort to place the employee in a job he/she can perform within the Police Department. Nothing contained herein shall be construed to require the Town to create a position for such employee.

### **ARTICLE XXI** **RETIREMENT**

#### **Section 21.1 Defined Contribution Plan:**

All employees shall join a Defined Contribution Plan (Town of Avon Deferred Benefit Retirement Plan) offered by the Town whereby the Town will make a 9.5% contribution per year and the employee will make a 9.5% contribution per year. Employees must complete five (5) years of continuous service to be vested in this Plan.

The Town will continue to advise UPSEU/COPS 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. All UPSEU/COPS employees will receive the same Retiree Health Insurance Benefits regardless of whether they fall under the Defined Benefit or the Defined Contribution Plan.

### **Section 21.2**

The Town will allow payroll deductions for participation in, at the employee's expense, the Deferred Compensation Program offered by the Mission Square Retirement (f/k/a ICMA-RC).

### **Section 21.3**

Employee contributions to the Town of Avon retirement plan will be made in accordance with Section 414 (h) of the Internal Revenue Service.

## **ARTICLE XXII SENIORITY**

### **Section 22.1**

The seniority rights of all members of the bargaining unit shall be based upon length of continuous service only and shall be determined from the date such member or members were officially appointed to the Department as regular full-time police officers.

### **Section 22.2**

No employee shall attain seniority rights under this Agreement until he/she has been continuously employed by the Town as a regular full-time police officer of the Department and until he/she has successfully completed the minimum basic police training in accordance with Section 7-294 (e) of the Connecticut General Statutes as amended, and the successful completion of the Field Training Officer (FTO) Program. During such period, the employee shall be on probation and may be discharged or disciplined for any reason whatsoever without right of appeal. 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/her seniority shall date back to the date of his/her original employment as a member of the Department.

### **Section 22.3**

Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to the others appointed the same day shall be determined, with the greatest seniority being granted to the individual having the highest class ranking upon the completion of the minimum basic police training in accordance with Section 7-294 (d) of the Connecticut General Statutes as amended, and so on down in that order. If a person is appointed to the Department on the same day who is already certified in accordance with Section 7-294 (d) of the Connecticut General Statutes as amended, they will be senior to those non-certified individuals.

### **Section 22.4**

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

### **Section 22.5**

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

#### **Section 22.6**

Rank seniority is defined as the length of continuous service as a permanent appointee to a given rank.

#### **Section 22.7**

In the event of a reduction in the work force, layoffs shall be done in the inverse order of hiring.

### **ARTICLE XXIII** **COURT DUTY**

#### **Section 23.1**

Officers will receive a minimum of four (4) hours and one and one half (1½) times his/her base salary when required to appear at office hearings (i.e. Criminal/Civil Court, DMV, Liquor Commission). Thereafter, he/she shall be paid at one and one half (1½) times his/her base salary for each additional hour required.

This section applies only to those situations in which an officer appears on behalf of the Town as an agent of the Town and not to any proceeding in which an officer is personally adverse to the Town.

### **ARTICLE XXIV** **TRAINING**

#### **Section 24.1**

The Town recognizes that the best interests of the Department require that a comprehensive in-service and advanced training program be developed, and it is the Town's intention to develop such a program.

### **ARTICLE XXV** **EMPLOYEE AND RETIREE GROUP INSURANCES**

#### **Section 25.1**    **Employee Health Insurance**

- (a)    Employee medical/dental contributions shall be tax exempt as provided for in an IRS sanctioned 125 Plan.

#### **Section 25.2**    **High Deductible Health Plan with Health Savings Account**

Eligible regular employees may participate in the Town's High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), which includes:

**Employee Premium Co-Share:** 15%

**Annual Deductibles:** \$2,000 for single coverage; and \$4,000 for two person or family coverage



**Co-Pays After Deductible** - Once the deductible is met, members are responsible to continue paying a prescription drug co-pay of \$10.00 (generic)/\$15.00 (brand) as well as 1½ times the prescription co-pay for mail order 90/100 day supply.

**HSA Funding:** The Town will contribute fifty percent (50%) of the annual deductible for the HDHP for active employees. Funding of the Town's contribution into the employee's HSA will occur during the month of July. An employee who leaves employment, for any reason, shall be liable to the Town for funding amount on a pro-rated basis.

If an employee is killed in-the-line of duty, medical and dental insurance premiums, and annual deductible if enrolled in the HDHP, will be paid by the Town for the surviving spouse and child(ren) up to a five (5) years from date of death of the employee. Coverage will not be provided if spouse is eligible to receive health insurance benefits from or through another employer or remarries.

### **Section 25.3 Retiree Health Insurance**

#### **(1) Employees Hired Prior to July 1, 2009:**

##### **(A) Pre-Medicare Coverage/Under Age 65**

Prior to Medicare becoming effective, eligible Retirees and their eligible family members may participate in the health insurance plan(s) offered to active employees. Retirees who participate in the Town's High Deductible Health Plan (HDHP) are responsible for the full deductible amount of the Plan. Retiree health insurance will be offered to the Retiree and their family based upon the following matrix. The premium paid by the Town for Pre-Medicare coverage is according to the Retiree's Years of Service.

<u>Retiree's Years of Service</u>	<u>% of Premium Paid by Town</u>
25 years of service	80% Retiree/55% Retiree's Family
20-24 years of service	50% Retiree/50% Retiree's Family

Eligible survivors of Retirees will be able to continue Medical Insurance Coverage under the Town's Plan.

##### **(B) Medicare Eligible/Age 65 or Older**

A Retiree and their spouse may choose to be covered under the Medicare Supplemental Plan when each reaches the age of 65. At such time, Medicare becomes Primary coverage and the Town's Medicare Supplemental Plan becomes Secondary. The Town will pay 100% of the premium for the Retiree and their spouse.

For its Medicare Supplemental Plan, the Town shall provide a PPO/OAP plan with the following prescription copays:

Prescription Co-Pay: \$5/25/40  
Mail orders for 90/100 day supplies are twice the cost.

PC/Specialist: \$20 Co-Pay  
ER Visit: \$50 Co-Pay  
Urgent Care: \$30 Co-Pay  
Outpatient: \$20 Co-Pay

The first individual, either the retiree or the spouse, who becomes eligible for Medicare will be moved to the Medicare Supplemental Plan. The remaining individual will remain on their existing plan (pre-medicare coverage), with the premiums in effect as stated above.

Survivors of Retirees will be able to continue to participate in the Town's Medicare Supplement plan.

**(2) Employees Hired After July 1, 2009**

**(A) Pre-Medicare Coverage/ Under Age 65**

Prior to Medicare becoming effective, eligible Retirees and their eligible family members may participate in the health insurance plan(s) offered to active employees. Retirees who participate in the Town's High Deductible Health Plan (HDHP) are responsible for the deductible amount of the Plan. Retiree health insurance will be offered to the Retiree and their family based upon the following matrix. The premium paid by the Town for Pre-Medicare coverage is according to the Retiree's Years of Service.

<u>Retiree's Years of Service</u>	<u>% of Premium Paid by Town</u>
25 years of service	80% Retiree/55% Retiree's Family
20-24 years of service	50% Retiree/50% Retiree's Family

Survivors of Retirees will be able to continue to participate in the Town's Medicare Supplement plan.

**(B) Medicare Eligible/ Age 65 or Older**

Retirees and their spouses may choose to be covered under the Medicare Supplemental Plan when each reaches the age of 65. At such time, Medicare becomes Primary coverage and the Town's Medicare Supplemental Plan becomes Secondary. The Town will pay 50% of the premium for the Retiree and their spouse.

For its Medicare Supplemental Plan, the Town shall provide a PPO/OAP plan with the following prescription copays:

Prescription Co-Pay: \$5/25/40  
Mail orders for 90/100 day supplies are twice the cost.  
PC/Specialist: \$20 Co-Pay  
ER Visit: \$50 Co-Pay  
Urgent Care: \$30 Co-Pay

Outpatient: \$20 Co-Pay

The first individual, either the retiree or the spouse, who becomes eligible for Medicare will be moved to the Medicare Supplemental Plan. The remaining individual will remain on their existing plan (pre-Medicare coverage), with the premiums in effect as stated above.

Survivors of Retirees will be able to continue to participate in the Town's Medicare Supplement plan.

### (3) General Provisions

This coverage shall begin the first of the month following the employee's retirement until the date upon which said retiree shall become eligible for the Medicare supplement under the Contract, except that coverage will not be extended to 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 retiree shall declare annually and in writing that he/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 retiree/survivor's last known address by certified mail, return receipt requested.

The Town reserves the right to have a 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 retiree cannot return to the plan more than three (3) times up to age 65, when the Medicare Supplemental Benefits take effect for employee and spouse as set forth above.

### (4) Dental Insurance

Retirees will be able to continue Dental Insurance coverage under the Town's Plan at 100% of the retiree's expense.

## **Section 25.4 Life Insurance/Long Term Disability**

Regular employees in the bargaining unit are eligible to subscribe to the following Employee Group Insurance plans upon appointment:

### **Group Term-Life Insurance**

Effective July 1, 2022, The Town will provide a Basic Life Benefit in the amount of the employee's Base Annual Earnings. The premium will be paid by the Town.

Employees may purchase Supplemental Life Insurance.

Basis Accidental Death and Dismemberment Insurance (AD&D), covered accidental loss of life coverage amount is \$70,000. For other covered losses, a percentage of this benefit will be payable as stated in the Insurance Certificate Plan Booklet.

#### **Long Term Disability**

The Town will provide Long Term Disability Insurance with a \$60,000 cap.

#### **Section 25.5 Payment in lieu of coverage:**

- 1) At any time, any employee may choose not to receive in any of the plans identified above. Notification of this decision must be made within the first ten (10) calendar days of each month. Notification must be in writing. An employee must certify and present evidence that they are receiving insurance from another source. The employee must also sign a waiver protecting the Town from claims while the employee is not receiving coverage through the Town plan(s).
- 2) Once an employee has chosen not to receive coverage under a particular plan, the employee will have the option of rejoining the plan(s) within the first ten (10) calendar days of each month. The renewed coverage will be effective the first calendar day of the following month.
- 3) At the end of each fiscal year, each employee will receive a lump sum payment in lieu of coverage not received during that fiscal year for coverage which is waived for less than a full year, payments will be prorated. Payments will be made according to the following schedule:
  - 1) \$5,000 for family medical insurance coverage; or
  - 2) \$2,500 for employee and employee plus one medical insurance coverage
  - 3) An employee may waive medical insurance and enroll in dental insurance.
  - 4) Effective July 1, 2022, no payment shall be made for waiving participation in the Town's dental insurance plan.

#### **Section 25.2**

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.

### **ARTICLE XXVI FALSE ARREST**

#### **Section 26.1**

- (a) The Town shall indemnify by insurance or otherwise each employee against false arrest suits while acting in the line of duty as a policeman within the General Statutes and rules and regulations of the Avon Police Department. Each employee agrees to abide by the terms of said policy. Should a suit be filed against an employee arising from his/her performance of official duties as a policeman, which is not covered by the aforementioned insurance and does not result from his/her willful, wanton, or unauthorized act, the Town shall provide legal counsel to defend such lawsuit.
- (b) In the event of settlement of any such suit, the employer shall provide the Officer with a

copy of any release obtained.

## **ARTICLE XXVII** **POLICE PROFESSIONALISM**

### **Section 27.1**

The Town Manager, Chief of Police, and Police Officers of the Avon Police Department recognize that local law enforcement is a profession that is dedicated to, and responsible for, the protection of life and property in the community. As such, the parties agree that differences shall be resolved by peaceful, appropriate and lawful means without interruption of the established responsibilities and activities of the department.

## **ARTICLE XXVIII** **GENERAL PROVISIONS**

### **Section 28.1**

An off-duty police officer shall be considered to be acting in the line of duty when he responds to any situation within the Town of Avon requiring that he render assistance as a police officer. In this event, the dispatcher shall be notified as soon as possible.

### **Section 28.2**

An employee shall have the right of access to his/her own personnel file during the normal business eight (8) hours of the Police Chiefs office, provided the employee examines his/her file in the presence of the Police Chief or his/her designated representative at a mutually convenient time.

### **Section 28.3**

All employees shall reside within a twelve (12) air-mile radius of the Police Station unless specific written permission is granted by the Chief of Police.

### **Section 28.4**

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 28.5**

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 include the singular.

### **Section 28.6**

Upon written request of the Union, the Town will provide an up-to-date Department Seniority List for bargaining unit members together with the classification and rate of pay for each employee on the list. The Union can request this information twice per fiscal year.

#### **Section 28.7**

Any member of the bargaining unit may trade shifts with another member of the bargaining unit provided the trade does not incur additional cost to the Town and sufficient staff coverage is maintained in accordance with Police Department Policy 5-2.

#### **Section 28.8**

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

### **ARTICLE XXIX** **INVALIDITY**

#### **Section 29.1**

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 XXX** **PROMOTIONS**

#### **Section 30.1**

All promotions within the bargaining unit shall be made in accordance with the Avon Town Charter and Personnel Rules and Regulations, and the laws of the State of Connecticut. Promotions shall be made on the basis of merit and fitness and without discrimination against any individual because of the individual's race, color, religious creed, national origin, gender, sexual orientation, age, marital status or physical disability. Factors used to evaluate candidates shall include the following:

- (a) The candidate's personal history and background, including education, experience and references;
- (b) Personal interviews;
- (c) Competitive examination, i. e., written and oral. This will not preclude the Town from using the Assessment Center;
- (d) In the case of present or former Town employees, evaluations of the candidate's job performance and an assessment of the knowledge and skill acquired on the job, and;
- (e) Any other pertinent information which would assist the Town in the evaluation of the applicant.

The weight attached to any component and the passing grade shall be established by the Town prior to the promotional announcement and notice of such weights shall be posted. The Chief of Police shall recommend to the Town Manager the candidate from among the top three (3) qualified candidates who

he/she believes to be the best qualified for the position. The Town Manager shall make the final appointment.

### **Section 30.2**

The Town and the Union agree that the assignment of a Patrol Officer to continuously perform work outside the Master Patrol Schedule will be made on a rotational basis from qualified officers who apply for such special assignments.

All special assignments will be posted and the duration of the assignment will be established at the time of their posted announcement, which duration shall not exceed two (2) years, except for the Community Relations Officer (CRO), whose duration shall not exceed three (3) years. However, in the event that the employee is working on a special assignment that needs to be completed, an extension of up to ninety (90) days shall be permitted. Where there are no applicants for special assignments, the Town reserves the right to assign qualified employees to such special assignments.

### **Section 30.3**

The Town will modify the "Assignment" classification to "Appointment" classification of Detectives. The existing three (3) Detectives will be grandfathered into the appointment classification. Subsequent openings in the Detective Division will be filled via a competitive examination developed by the Town. Eligibility for the position shall be in accordance with the job description for the position. The Chief of Police shall have the authority to reassign a Detective (temporarily) to other duties if he/she deems "emergency" circumstances to exist.

## **ARTICLE XXXI** **INVESTIGATIVE PROCEDURES**

### **Section 31.1**

Whenever a police officer is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:

- 1) Any questioning of the police officer shall be conducted at a reasonable hour unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.
- 2) Prior to any disciplinary procedures which follow receipt of a sworn or unsworn statement or complaint, a copy of the same shall be given to the accused officer as well as a copy of the departmental investigation report, if any, concerning the incident or complaint. As permitted by law, a copy of the investigation file shall be provided to the employee at least 14 days prior to any Pre-Disciplinary/Loudermill Hearing.
- 3) If the employer or his/her designee determines that any charges are to be made against a police officer based upon a charge or complaint, the employee shall be entitled to be advised of the nature of the allegations against him/her immediately.

### **Section 31.2**

- (a) Materials placed in the employee's "disciplinary file" which are written reprimands more than two (2) years old, or disciplinary actions with more severe penalties which are more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary action provided that over that same period of time, there has been no additional disciplinary action taken against the employee.
- (b) Records of written reprimands more than two (2) years old and disciplinary actions with more severe penalties which are more than five (5) years old shall be removed from an employee's "disciplinary file" in accordance with State law, pursuant to procedures under the State of Connecticut Records Retention Schedule provided that, over that same period of time there has been no additional disciplinary action taken against the employee. The Town will submit the necessary forms to the State Public Records Administrator for his/her approval.

## **ARTICLE XXXII**

### **DURATION**

#### **Section 32.1**

This Agreement shall be effective July 1, 2021 and shall remain in full force and until June 30, 2024. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not later than 180 days prior to the expiration date that it desires to modify this Agreement.

IN WITNESS WHEREOF, the parties have set their hands this 17<sup>TH</sup> day of June \_\_\_\_\_, 2022.

For Avon Unit 541, The United Public Service  
Employees Union, COPS Division


  
Felix Acosta, President

For the Town of Avon

  
Brandon L. Robertson, Town Manager

  
Kevin E. Boyle, UPSEU President

  
Stephanie Askeland, Director of Human  
Resources

  
David C. Perrotti, Labor Relations  
Representative



## APPENDIX A

### SERGEANTS' BID SHIFT SCHEDULE

	SUN	MON	TUES	WED	THURS	FRI	SAT
A - 1	OFF	A	A	A	A	A	OFF
A - 2	A	A	A	A	OFF	OFF	A
B - 1	OFF	B	B	B	B	B	OFF
B - 2	B	B	B	B	OFF	OFF	B
C - 1	C	C	OFF	OFF	C	C	C
C - 2	OFF	OFF	C	C	B	B	OFF

### STAFFING TABLE

	SUN	MON	TUES	WED	THURS	FRI	SAT
A	1	2	2	2	1	1	1
B	1	2	2	2	2	2	1
C	1	1	1	1	1	1	1

Extra Sergeant may be assigned to training or other administrative duty as directed.

Management or the Union reserve the right to evaluate, review, and reopen the schedule for renegotiation no later than sixty (60) days after a trial period of one (1) year.

The C-2 position may be reassigned to cover leave taken by the C-1 position in a 40 hour block of time with 48 hours prior notice.

## APPENDIX B PAY GRADES

July 1, 2021 (2.25% Increase)								
BASE & EDUCATION INCENTIVE PAY		Step A	Step B	Step C	Step D	Step E	Step F	Step G
PATROL BASE SALARY	Hourly	35.3764	36.9524	38.2620	39.8000	41.4024	43.0649	44.7817
	Annual	73,583	76,861	79,585	82,784	86,117	89,575	93,146
+ 1,125 (Associates Degree)	Hourly	35.9173	37.4933	38.8029	40.3409	41.9433	43.6058	45.3226
	Annual	74,708	77,986	80,710	83,909	87,242	90,700	94,271
+ 2,450 (Bachelors or higher)	Hourly	36.5543	38.1303	39.4399	40.9779	42.5803	44.2428	45.9596
	Annual	76,033	79,311	82,035	85,234	88,567	92,025	95,596
DETECTIVE BASE SALARY	Hourly	37.5221	38.1346	40.9510	42.1822	43.8654	45.6356	47.4774
	Annual	78,046	79,320	85,178	87,739	91,240	94,922	98,753
+ 1,300 (Associates Degree)	Hourly	38.1471	38.7596	41.5760	42.8072	44.4904	46.2606	48.1024
	Annual	79,346	80,620	86,478	89,039	92,540	96,222	100,053
+ 2,600 (Bachelors or higher)	Hourly	38.7721	39.3846	42.2010	43.4322	45.1154	46.8856	48.7274
	Annual	80,646	81,920	87,778	90,339	93,840	97,522	101,353
SERGEANT BASE SALARY	Hourly	42.1822	44.0264	45.6356	47.4774	49.3707	51.3481	53.4087
	Annual	87,739	91,575	94,922	98,753	102,691	106,804	111,090
+ 1,460 (Associates Degree)	Hourly	42.8841	44.7284	46.3375	48.1793	50.0726	52.0500	54.1106
	Annual	89,199	93,035	96,382	100,213	104,151	108,264	112,550
+ 2,925 (Bachelors or higher)	Hourly	43.5885	45.4327	47.0418	48.8837	50.7769	52.7543	54.8149
	Annual	90,664	94,500	97,847	101,678	105,616	109,729	114,015

July 1, 2022 (2.50% Increase)								
BASE & EDUCATION INCENTIVE PAY		Step A	Step B	Step C	Step D	Step E	Step F	Step G
PATROL BASE SALARY	Hourly	36.2611	37.8764	39.2188	40.7952	42.4375	44.1413	45.9014
	Annual	75,423	78,783	81,575	84,854	88,270	91,814	95,475
+ 1,125 (Associates Degree)	Hourly	36.8019	38.4173	39.7596	41.3361	42.9784	44.6822	46.4423
	Annual	76,548	79,908	82,700	85,979	89,395	92,939	96,600
+ 2,450 (Bachelors or higher)	Hourly	37.4389	39.0543	40.3966	41.9731	43.6154	45.3192	47.0793
	Annual	77,873	81,233	84,025	87,304	90,720	94,264	97,925
DETECTIVE BASE SALARY	Hourly	38.4601	39.0880	41.9745	43.2365	44.9620	46.7764	48.6644
	Annual	79,997	81,303	87,307	89,932	93,521	97,295	101,222
+ 1,300 (Associates Degree)	Hourly	39.0851	39.7130	42.5995	43.8615	45.5870	47.4014	49.2894
	Annual	81,297	82,603	88,607	91,232	94,821	98,595	102,522
+ 2,600 (Bachelors or higher)	Hourly	39.7101	40.3380	43.2245	44.4865	46.2120	48.0264	49.9144
	Annual	82,597	83,903	89,907	92,532	96,121	99,895	103,822
SERGEANT BASE SALARY	Hourly	43.2365	45.1269	46.7764	48.6644	50.6048	52.6317	54.7438
	Annual	89,932	93,864	97,295	101,222	105,258	109,474	113,867
+ 1,460 (Associates Degree)	Hourly	43.9385	45.8288	47.4784	49.3663	51.3067	53.3337	55.4457
	Annual	91,392	95,324	98,755	102,682	106,718	110,934	115,327
+ 2,925 (Bachelors or higher)	Hourly	44.6428	46.5332	48.1827	50.0707	52.0111	54.0380	56.1500
	Annual	92,857	96,789	100,220	104,147	108,183	112,399	116,792

July 1, 2023 (2.50% Increase)								
BASE & EDUCATION INCENTIVE PAY		Step A	Step B	Step C	Step D	Step E	Step F	Step G
PATROL BASE SALARY	Hourly	37.1678	38.8236	40.1990	41.8149	43.4986	45.2447	47.0490
	Annual	77,309	80,753	83,614	86,975	90,477	94,109	97,862
+ 1,125 (Associates Degree)	Hourly	37.7087	39.3644	40.7399	42.3558	44.0394	45.7856	47.5899
	Annual	78,434	81,878	84,739	88,100	91,602	95,234	98,987
+ 2,450 (Bachelors or higher)	Hourly	38.3457	40.0014	41.3769	42.9928	44.6764	46.4226	48.2269
	Annual	79,759	83,203	86,064	89,425	92,927	96,559	100,312
DETECTIVE BASE SALARY	Hourly	39.4216	40.0654	43.0240	44.3173	46.0861	47.9457	49.8813
	Annual	81,997	83,336	89,490	92,180	95,859	99,727	103,753
+ 1,300 (Associates Degree)	Hourly	40.0466	40.6904	43.6490	44.9423	46.7111	48.5707	50.5063
	Annual	83,297	84,636	90,790	93,480	97,159	101,027	105,053
+ 2,600 (Bachelors or higher)	Hourly	40.6716	41.3154	44.2740	45.5673	47.3361	49.1957	51.1313
	Annual	84,597	85,936	92,090	94,780	98,459	102,327	106,353
SERGEANT BASE SALARY	Hourly	44.3173	46.2553	47.9457	49.8813	51.8697	53.9476	56.1125
	Annual	92,180	96,211	99,727	103,753	107,889	112,211	116,714
+ 1,460 (Associates Degree)	Hourly	45.0192	46.9572	48.6476	50.5832	52.5716	54.6495	56.8144
	Annual	93,640	97,671	101,187	105,213	109,349	113,671	118,174
+ 2,925 (Bachelors or higher)	Hourly	45.7236	47.6615	49.3519	51.2875	53.2760	55.3538	57.5188
	Annual	95,105	99,136	102,652	106,678	110,814	115,136	119,639