

**AGREEMENT
BETWEEN
THE TOWN OF AVON
AND LOCAL 541, IBPO**



JULY 1, 2009 - JUNE 30, 2012

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PREAMBLE

This Agreement is entered into this 9th day of October, 2009 by and between the Town of Avon, Connecticut, hereinafter referred to as the Town, and Local 541, International Brotherhood of Police Officers, 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 Local 541, International Brotherhood of Police Officers, 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.

Section 1.3

- (a) It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall either remain members in good standing or shall pay to the Union a service fee which shall not exceed regular Union dues.
- (b) On or before the thirty-first (31) day following either the effective date of this Agreement, or the beginning of employment, whichever is later, each employee covered by this Agreement who is not a member of the Union in good standing on the effective date of this Agreement or who is hired after the effective date of this Agreement, shall, as a condition of continued employment, either become and remain members of the Union in good standing or shall pay to the Union a service fee which shall not exceed regular Union dues.

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 expeditiously 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 Town Accountant 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, 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 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 Chiefs 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 Chiefs 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 may be arranged by mutual written, agreement of the Union and Town Manager.

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.

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 interrogated, 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

Effective July 1, 2009, each regular full-time employee shall receive wages in accordance with the following schedule:

ANNUAL BASE RATES OF PAY

EFFECTIVE JULY 1, 2009

2.50%

BASE & ED PAY (%\$)	A	B	C	D	E	F	G
PATROL BASE SALARY	56,341	58,852	60,937	63,387	65,938	68,587	71,321
(4%) + \$ 980	57,321	59,832	61,917	64,367	66,918	69,567	72,301
(5%) + 1,125	57,466	59,977	62,062	64,512	67,063	69,712	72,446
(8%) + 1,960	58,301	60,812	62,897	65,347	67,898	70,547	73,281
(10%) + 2,450	58,791	61,302	63,387	65,837	68,388	71,037	73,771

DETECTIVE BASE SALARY	59,760	60,734	65,220	67,181	69,862	72,681	75,614
(4%) + \$1,040	60,800	61,774	66,260	68,221	70,902	73,721	76,654
(5%) + 1,300	61,060	62,034	66,520	68,481	71,162	73,981	76,914
(8%) + 2,080	61,840	62,814	67,300	69,261	71,942	74,761	77,694
(10%) + 2,600	62,360	63,334	67,820	69,781	72,462	75,281	78,214

SERGEANT BASE SALARY	67,181	70,118	72,681	75,614	78,629	81,779	85,060
(4%) + \$1,170	68,351	71,288	73,851	76,784	79,799	82,949	86,230
(5%) + 1,460	68,641	71,578	74,141	77,074	80,089	83,239	86,520
(8%) + 2,340	69,521	72,458	75,021	77,954	80,969	84,119	87,400
(10%) + 2,925	70,106	73,043	75,606	78,539	81,554	84,704	87,985

Section 6.2

Effective July 1, 2010, each regular full-time employee shall receive wages in accordance with the following schedule:

ANNUAL BASE RATES OF PAY

EFFECTIVE JULY 1, 2010

2.50%

BASE & ED PAY (%\$)	A	B	C	D	E	F	G
PATROL BASE SALARY	57,750	60,324	62,461	64,972	67,587	70,302	73,104
(4%) + \$ 980	58,730	61,304	63,441	65,952	68,567	71,282	74,084
(5%) + 1,125	58,875	61,449	63,586	66,097	68,712	71,427	74,229
(8%) + 1,960	59,710	62,284	64,421	66,932	69,547	72,262	75,064
(10%) + 2,450	60,200	62,774	64,911	67,422	70,037	72,752	75,554

DETECTIVE BASE SALARY	61,254	62,253	66,850	68,860	71,608	74,498	77,505
(4%) + \$1,040	62,294	63,293	67,890	69,900	72,648	75,538	78,545
(5%) + 1,300	62,554	63,553	68,150	70,160	72,908	75,798	78,805
(8%) + 2,080	63,334	64,333	68,930	70,940	73,688	76,578	79,585
(10%) + 2,600	63,854	64,853	69,450	71,460	74,208	77,098	80,105

SERGEANT BASE SALARY	68,860	71,871	74,498	77,505	80,594	83,823	87,186
(4%) + \$1,170	70,030	73,041	75,668	78,675	81,764	84,993	88,356
(5%) + 1,460	70,320	73,331	75,958	78,965	82,054	85,283	88,646
(8%) + 2,340	71,200	74,211	76,838	79,845	82,934	86,163	89,526
(10%) + 2,925	71,785	74,796	77,423	80,430	83,519	86,748	90,111

Section 6.3

Effective July 1, 2011, each regular full-time employee shall receive wages in accordance with the following schedule:

ANNUAL BASE RATES OF PAY

EFFECTIVE JULY 1, 2011

2.50%

BASE & ED PAY (%\$)	A	B	C	D	E	F	G
PATROL BASE SALARY	59,193	61,832	64,022	66,596	69,276	72,059	74,931
(4%) + \$ 980	60,173	62,812	65,002	67,576	70,256	73,039	75,911
(5%) + 1,125	60,318	62,957	65,147	67,721	70,401	73,184	76,056
(8%) + 1,960	61,153	63,792	65,982	68,556	71,236	74,019	76,891
(10%) + 2,450	61,643	64,282	66,472	69,046	71,726	74,509	77,381

DETECTIVE BASE SALARY	62,785	63,809	68,521	70,582	73,399	76,360	79,442
(4%) + \$1,040	63,825	64,849	69,561	71,622	74,439	77,400	80,482
(5%) + 1,300	64,085	65,109	69,821	71,882	74,699	77,660	80,742
(8%) + 2,080	64,865	65,889	70,601	72,662	75,479	78,440	81,522
(10%) + 2,600	65,385	66,409	71,121	73,182	75,999	78,960	82,042

SERGEANT BASE SALARY	70,582	73,668	76,360	79,442	82,609	85,919	89,366
(4%) + \$1,170	71,752	74,838	77,530	80,612	83,779	87,089	90,536
(5%) + 1,460	72,042	75,128	77,820	80,902	84,069	87,379	90,826
(8%) + 2,340	72,922	76,008	78,700	81,782	84,949	88,259	91,706
(10%) + 2,925	73,507	76,593	79,285	82,367	85,534	88,844	92,291

Section 6.4

An employee appointed or promoted to a classification at pay rate A in the above salary schedules in effect shall be advanced to pay rate B in that classification after the completion of six (6) months satisfactory service.

After the completion of six (6) months of satisfactory service in pay rate B, an employee shall be advanced to pay rate C. Thereafter, an employee 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.

Employees hired after January 1, 2005, and appointed at pay rate A in the above salary schedule in effect 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 6.5

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 6.6

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 6.7

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

Section 6.8

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) A payment of eight percent (8%) of the employee's rate of pay when the employee shall be awarded an Associate Degree in a law enforcement or criminal administration course of study approved by the Town 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. Any regular full-time employee hired after July 1, 1985 shall receive a payment of five percent (5%) of the employee's rate of pay instead of the aforementioned eight percent (8%).
- (b) The Education Incentive Payments described in this paragraph apply only to regular full-time employees hired before July 1, 1982. A payment of four percent (4%) of the employee's rate of pay when the employee shall successfully complete one-half (1/2) of the aforesaid course of study or degree program, being approximately thirty (30) credit hours, provided at least twelve (12) credit hours were comprised of law enforcement or criminal administration courses. If the employee fails to continuously pursue the course of study leading to the award of the aforesaid degree, the four percent (4%) payment made pursuant to this provision shall be terminated except that such termination may be waived by the Town in the event of a personal or professional hardship which prevents the employee from pursuing the degree program.
- (c) An employee holding an undergraduate or graduate degree from an accredited institution in law enforcement, criminal administration or other course of study listed below shall be entitled to a payment often percent (10%) of the employee's rate of pay:

Police Science	Sociology	Psychology
Police Administration	Law	Public Administration

- (d) For the purposes of the Agreement, "successful completion" shall mean a grade of "C" or above.
- (e) No education incentive payments shall exceed the following maximum schedule: .

	<u>4%</u>	<u>5%</u>	<u>8%</u>	<u>10%</u>
Patrol Officer	980	1,125	1,960	2,450
Detective	1,040	1,300	2,080	2,600
Sergeant	1,170	1,460	2,340	2,925

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 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 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), "Jr. Patrol Officers", shall rotate between A, B, and C squads on the first Monday of March, June, September and December. 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 (1 1/2) 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 (a 1/2) 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 will not 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 off our (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.

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 (1 1/2) 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 X
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 will be reimbursed to a maximum of \$250.00 once per twelve (12) month period from the date of the initial footwear purchase.

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 (1 ½) 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:

<u>Length of Continuous Service</u>	<u>Rate of Earned Vacations</u>
6 Months	6-2/3 hours per month (40 hours for 6 months)
1 year to, but not including 5 years	6-2/3 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 20 years	13-1/3 hours per month (160 hours per year)
20 years to and over	16-2/3 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 dated 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.

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, 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, up to a maximum of forty (40) hours.

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, or 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 often (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 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/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 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/her unused accumulated sick leave.
- (c) Upon retirement or death of a regular full-time employee, a minimum of sixty percent (60%) of his/her unused accumulated sick leave or the employee's applicable sick leave severance benefit rate under Section 19.8 (b) (3) (whichever is higher) shall be remitted on the basis of his /her current rate of pay to the employee or his/her estate.

Section 19.8 -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 at his/her option either four (4) hours' pay at his/her regular rate of pay, or four (4) hours off with pay. 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.
- (b) A regular full-time employee who has reached his/her maximum accumulation of twelve hundred (1200) hours of sick leave, and who maintains a perfect attendance record for four (4) months thereafter in accordance with Section 19.8 (a) above shall be entitled to choose the following option:
 - 1) An increase of one (1 %) percent in the sick leave severance benefit up to a maximum of 100% upon resignation without prejudice, death, or retirement, provided however, that the sick leave severance benefit may not exceed the allowable maximum accumulation of twelve hundred (1200) hours and the employee may not earn more than three (3%) percent in any twelve month period.
- (c) For the purposes of the foregoing calculations under Sections 19.8 (a) and (b) above, absence for personal leave, vacation leave, compensable injury, and funeral leave will not mar otherwise perfect attendance; absence for sick leave, suspension or tardiness will mar perfect attendance.

Section 19.9

As of July 1 each year, employees who have accumulated 1200 hours of sick leave shall be credited ten (10) hours per month for a total of 120 hours from July 1 to June 30 of the next succeeding year. As of June 30 of the next succeeding year, any excess sick leave above the maximum allowable of 1200 hours will be forfeited by the employee. Absence for sick leave will constitute an interruption in perfect attendance as provided in Section 19.8 of this Contract.

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

The existing Town of Avon Retirement Plan, as it relates to Police Officers, shall be amended in terms of maximum benefit, normal retirement age, final average earnings and employee contributions in accordance with the following schedule:

FISCAL YEAR	MAXIMUM BENEFIT	NORMAL RETIREMENT AGE (25 YEARS)	FINAL AVERAGE EARNINGS	EMPLOYEE CONTRIBUTIONS
2000-2001	70%	46	2.50%	7.25%
2001-2011	70%	46	2.50%	7.50%

Employees hired on or after 7/1/97 will not be eligible to join the Town's Defined Benefit Plan.

Actuarial Reduction from present % to the Following Schedule:

25 Years – No Reduction	Minimum Age: 46
24 Years – 1% Reduction	Minimum Age: 45
23 Years – 2% Reduction	Minimum Age: 44
22 Years – 3% Reduction	Minimum Age: 43
21 Years – 4% Reduction	Minimum Age: 42
20 Years – 5% Reduction	Minimum Age: 41

Defined Contribution Plan:

Effective 1/1/97 -FY 2010/2011, all new employees shall join a Defined Contribution Plan (Town of Avon Deferred Benefit Retirement Plan) offered by the Town whereby the Town will make a 7.5% contribution per year and the employee will make a 7.5% contribution per year. Employees must complete three (3) years of continuous service to be vested in this Plan. New employees will not be eligible to join the Town's Defined Benefit Plan in effect on January 1, 1997.

The Town will continue to advise IBPO 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 IBPO 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 International City Management Association's Retirement Corporation.

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.

Section 21.4

Employees covered under the Town's Defined Benefit Retirement Plan will be allowed to "exchange" 30 day blocks of unused vacation leave or 30 day blocks of unused sick leave (after pro-ration at the employee's applicable sick leave redemption rate) to buy one (1) year of credited service (up to a maximum of five (5) years).

- a) The Town and Union agree that the dollar value of unused vacation leave and sick leave will not be included in the calculation of an employee's Final Average Earnings whether the employee elects to use this option or not.

ARTICLE XXII SENIORITY

Section 22.1

The seniority rights of all members of the bargaining 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 (e) 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 (e) 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 (1.5) 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 (1.5) times his/her base salary for each additional hour required.

- (d) Effective 1/1/97 -FY 2010/2011, the Town provide post-retirement medical benefits to the retiree and family under the following formula:

Plan	Years of Service	% Paid by the Town of Avon
The Plan	25 Years	80% Employee / 55% Employee's Family
The Plan	20-24 Years	50% Employee / 50% Employee's Family

This coverage shall be provided from the day of 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 listed in paragraphs (b), (c) and (e).

- (e) Prescription Rider (currently administered by Cigna) to be provided to Retired Employee and spouse at age 65 as part of Medicare Supplemental Plan Package.
- (f) Survivors of Retirees will be able to continue Medical Insurance Coverage under the same plan as listed in Paragraph (a) above prior to age 65 and paragraph(s) (b) and/or (c) after age 65 under the same conditions as stated in paragraph (d) with the same percentage of payments as stated in paragraph(s) (b), (c) and/or (d).
- (g) Retirees will be able to continue Dental Insurance coverage under the Town's Plan at 100% of the retiree's expense.
- (h) Regular employees in the bargaining unit are eligible to subscribe to the following Employee Group Insurance plans upon appointment:

Plan	% Premium Paid by Town	% Premium Paid by Employee
Group Term-Life Insurance in the Amount of \$35,000. Additional Life Insurance (\$65,000 max. in \$5,000 increments)	100%	0%
Long Term Disability Insurance Coverage - \$60,000 Cap	100%	0%

- (i) When necessary to supplement the life insurance provision in this section, the Town will, at its expense, furnish additional life insurance coverage on each employee in order that the total insurance benefits payable to beneficiaries designated by the employee, in case of death due to accident, in the line of duty shall be \$70,000 with an additional benefit of up to \$5,000 for funeral expenses.
- (j) For any premium increases, the Town will pay the same percentage of the new premiums as those identified above.
- (k) 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 and include 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 effective 1/1/2005:
 - 4) Medical/Hospitalization 45% of total Fiscal Year Applicable Allocation Rate or Premium Cost for single, two-person or family coverage as applicable.
 - Dental Plan 45% of total Fiscal Year Applicable Allocation Rate or Premium Cost for single, two-person or family coverage as applicable.

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 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

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 \$25.00 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 \$25.00 filing fee.

Section 28.7

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 28.8

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 28.9

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.

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.
- 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 as of July 1, 2009 and shall remain in full force and effect until June 30, 2012 except as noted in 32.3. 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.

Section 32.2


This section left blank intentionally.

Section 32.3

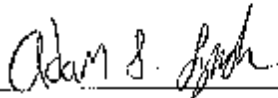
This Agreement can be reopened by mutual agreement in accordance with the procedures outlined in Section 32.1 for the period July 1, 2008 to June 30, 2011 for Sections 21.1 (Retirement) and 25.1 (Employee Group Insurance) only.

IN WITNESS WHEREOF, the parties hereto have set their hands this 9TH day of OCTOBER, 2009.

For Avon Local 541 of the International
Brotherhood of Police Officers



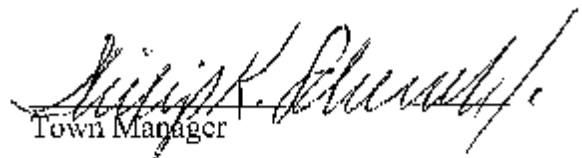
President



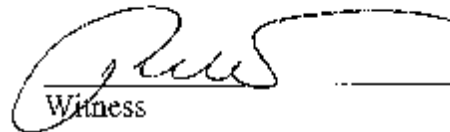
Witness

Witness

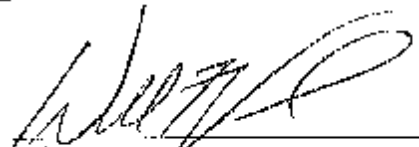
For the Town of Avon



Town Manager



Witness



Witness

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.