

**AGREEMENT BETWEEN
THE TOWN OF AVON**

and

**THE AVON POLICE
RELIEF ASSOCIATION**

I.B.P.O. LOCAL 383

JULY 1, 2019 to JUNE 30, 2022

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AGREEMENT BETWEEN

THE TOWN OF AVON

AND

THE AVON POLICE RELIEF ASSOCIATION

I.B.P.O. Local 383

The following contract effective as of **July 1, 2019** through **June 30, 2022**, inclusive, by and between respectively, the **Town of Avon**, hereinafter referred to as the "**Town**", and the **Avon Police Relief Association, I.B.P.O. Local 383**, hereinafter referred to as the "**Association**" is designed to maintain and promote a harmonious relationship between the Town of Avon and such of its employees who are within the provisions of this contract, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Association as the exclusive representative and bargaining agent for the following bargaining unit; all full-time officers of the Avon Police Department up through the rank of Sergeant but to exclude the rank of Chief and Deputy Chief.

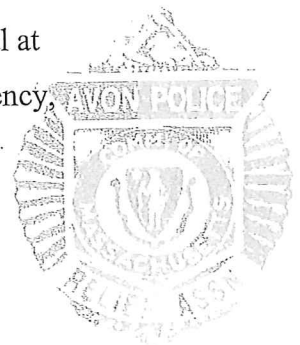
ARTICLE 2

SWAPS

Each employee may be granted special leave with pay for a day which he/she is able to secure another employee to work in his/her place, said special leave to be for unusual occurrence, or for some purpose not in the normal course of events.

This leave may be allowed provided;

- A. Such substitution does not impose any additional cost to the Town.
- B. The Chief of Police or officer in charge must be notified for his approval at least one (1) day prior to it becoming effective: in the case of an emergency, arrangements may be made on a shorter term.



ARTICLE 3

PAID DETAILS

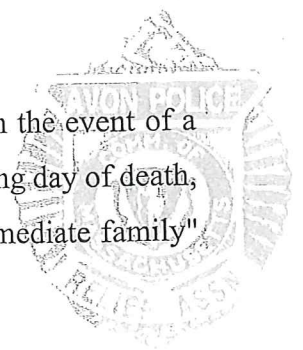
The following provisions shall govern the assignments of extra paid details to police officers where the detail is to be paid for by the Town, by a governmental body, or by an outside individual, group, corporation, or organization.

- A. All extra paid details shall be assigned by a representative of the Chief on a voluntary basis to full-time officers first and shall be distributed as evenly as possible on a seniority list. The representative of the Chief of Police shall maintain a record of all such assignments. The Chief of Police will not be eligible to serve on paid details assigned to full-time officers unless there is no other officer available to work same.
- B. The hourly rate for all paid details paid out of the funds of the Town shall be time and one-half the straight time hourly rate of pay of a Top Step patrolman, plus five dollars (\$5.00) per hour. Any member who works a detail between the hours of 12:00am and 8:00am shall be paid at the rate of time and one-half of the detail rate. For all paid details paid by entities other than the Town, the detail rate shall be time and one-half the straight time hourly rate of pay of a Top Step patrolman, plus ten dollars (\$10.00) per hour. All non-Town details which extend beyond four (4) hours shall be paid in additional four (4) hour increments. That is, an employee working a non-Town detail that is between four (4) hours and eight (8) hours shall be paid eight (8) hours at the detail rate.
- C. There shall be an additional one (\$1.00) dollar per hour charge for liquor establishments.
- D. There shall be a four (4) hour minimum charge for all paid details.
- E. A Sergeant or senior officer in charge of three (3) or more officers will receive an additional one (\$1.00) dollar per hour for his/her supervisory capacity.
- F. Special police officers, and permanent -intermittent police officers will receive the same rate of pay as full-time police officers in paid details.

ARTICLE 4

BEREAVEMENT LEAVE

Each member of the Bargaining Unit will be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall be up to four (4) days, excluding day of death, for funeral and memorial services. For the purpose of this article, the term "immediate family"



shall mean and include; mother, father, mother-in-law, father-in-law, sister, brother, spouse, and child. In the case of brother-in-law, sister-in-law, grandparents, and grandparents of spouse, up to four (4) days shall be allowed.

ARTICLE 5

UNIFORMS AND EQUIPMENT

The Chief of Police, or some person under his/her control shall supply the member of the force, exclusive of uniform allowance referred to below, with the following items;

A. One (1) expandable police baton

One (1) pair of handcuffs

One (1) semi-automatic pistol

One (1) duty holster

One (1) flashlight

One (1) traffic vest

One (1) protective headgear and face shield

One (1) breast badge

One (1) portable radio

One (1) hat badge

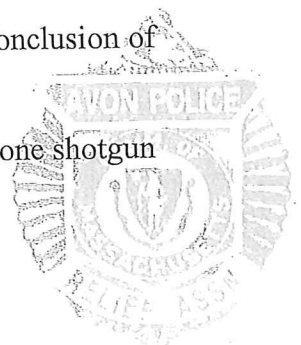
One (1) uniform hat

B. All members of the Bargaining Unit will be issued a uniform allowance, the amount being the equivalent to one (1) week base pay at Top Patrolman rate, plus an additional fifty dollars (\$50.00), said allowance to be issued annually on July 1st.

C. Each member of the Bargaining Unit will be provided with a locker in the squad room. These lockers shall not be opened at any time, or for any reason without the officer's presence. The Town agrees in good faith to find facilities to serve as a squad room.

D. The Department shall provide each officer with a box of duty rounds at the conclusion of each bi-annually required handgun qualification event.

E. Each cruiser will be supplied with an ambu bag, a first aid kit, duty rifle and one shotgun loaded and properly mounted.



- F. Pistol permits will be issued by the Chief of Police and paid for by the Police Department.
- G. Each cruiser will have one (1) non-flammable blanket.

ARTICLE 6

PERSONAL PROTECTIVE BODY ARMOR

- A. The Town agrees to pay for the purchase for each member of the Bargaining Unit that requests such, personal protective body armor, including carriers, and plates unconditionally, and without limitations or restrictions.
- B. For the purpose of this agreement this type of body armor will be of a type, style, and/or designed for routine duty, shall not be construed as "riot" and "tactical" type body armor.
- C. The Town also agrees to pay for any repair, replacement, or alteration of said body armor required as a result of normal use, including any repairs, replacement, or alteration as required or recommended by the manufacturer of any body armor in order to maintain the ballistic integrity of the armor.
- D. The purchase of body armor will not be deducted from the clothing allowance issued to each member of the Bargaining Unit.
- E. All personnel who are assigned to a uniformed function shall be required to wear Department issued body armor at all times when they are required to wear their Patrol Uniform. In the event that the Chief determines that a particular situation or detail (where personnel are not required to wear a Patrol Uniform) poses a substantial safety risk to the officer or to the general public, then in that case an officer may be required to wear body armor.

ARTICLE 7

OVERTIME

- A. Except as hereafter provided, all overtime will be offered to full-Time officers first by seniority and will be paid at a time and one-half rate for all hours and any portion thereof in excess of their regularly assigned shift. In any event, employees required to work on their day off, whether for a full eight (8) hours or less, or if they are called in for additional duty, will receive not less than four (4) hours minimum at the time and one-half

rate.

- B. Employees required to work on their days off, whether for a full eight (8) hours or less, shall be paid not less than four (4) hours minimum at time and one-half rate.

Employees shall be scheduled to work on a regular work shift or tour of duty, and each work shift or tour of duty shall have a regular starting time and finishing time. Any work prior to the employee's scheduled starting time and subsequent to their scheduled conclusion time in the line of duty shall be deemed overtime service.

- C. For the purposes of this section of the contract, a work week will be considered from Saturday midnight to Saturday midnight.

- D. The overtime roster shall consist of each full-time officer of the Police Department and shall be maintained by a representative of the Chief of Police. A copy of said roster will be available upon request from the Association, and contained therein shall be a list of all the full-time officers of the Department and the amount of overtime work they have completed.

- E. No officer absent from a regular assigned shift shall work an open shift for a twenty-four (24) hour period after such absence. Such twenty-four (24) hour period shall run from the time of expiration of the regular shift from which the officer was absent. The foregoing provisions shall not apply to a member of the Bargaining Unit who is absent because of utilization of a personal day in accordance with the provisions of Art. 11, Par. A, Sec. 4, of this agreement. Each unit member shall be entitled to utilize two (2) sick days per calendar year which shall be exempt from the restrictions of this sub-paragraph.

- F. Open shifts resulting from a leave of absence or sick leave and/or disability beyond a six (6) week period of a full-time officer may be filled by full-time officers at regular shift rates.

- G. Any member that is scheduled to work any regular, overtime shift, or other hours beginning at 4:00pm, on Friday and ending on Monday at 8:00 a.m. shall receive an additional ten percent (10%) for all hours worked. In the event members work full, half, or any other hours, this weekend differential shall be calculated on and added to the pay for that shift.

- H. The Town and the Association agree that delays exist in receiving monies for paid details worked by Members. The Town agrees that Members of the Bargaining Unit wear the uniform of the Avon Police Department, and exercise authority as Avon Police Officers.

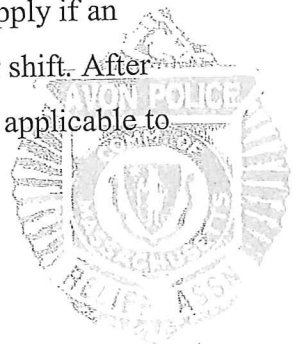
For this reason, the Town agrees, it shall assume the responsibility of late, lost, or erroneous payments, that have not been made for details. The Town agrees that the Chief of Police shall pay each member for any detail worked, as if it were a regular shift, payable in the next pay period.

- I. The Town agrees that any and all court time due to members shall also be paid in the next pay period following the Member's court appearance.

ARTICLE 8

SENIORITY

- A. Seniority means length of continuous service of any member of the Bargaining Unit within the Department. An Officer shall not acquire seniority during his/her probationary period, but thereafter his/her seniority shall date from the date of appointment as a full-time police officer with the Department. In the event that multiple officers enter service with the Avon Police Department on the same date, Department seniority shall be determined by the officer's Academy ranking. Should there be a tie in ranking, Department seniority shall be determined by Civil Service score.
- B. All shift openings shall be posted one (1) week prior to filling the vacancy. All interested employees may apply in writing for the opening; senior officer requesting same shall receive said shift. (Round Robin Method)
- C. Junior officers will receive a working assignment within four (4) months of their coming to work, provided they have attended the Municipal Training Course.
- D. The Town will annually supply the Union with a seniority list showing the names and titles of all members of the Bargaining Unit.
- E. Nothing in this article or this Agreement shall prevent the Chief of Police from assigning an officer from days to nights, or nights to days, when in the judgment of the Chief, the officer requires experience on the shift assigned. This provision shall only apply if an officer has been regularly assigned for more than one (1) year to a particular shift. After being so assigned for three (3) months, the provisions of this article shall be applicable to said officer.



ARTICLE 9

COURT TIME

- A. Any employee who goes to court after his/her regular shift or on a day off, will be paid a minimum amount equal to four (4) hours pay at the time and one-half rate. Any time in excess of four (4) hours will be paid at the time and one-half rate.
- B. The aforementioned provisions apply to appearances in the District Courts, Superior Courts, or Probate Courts, or any licensing violations, or any conferences with District Attorneys, or before the Grand Jury, but in every instance of criminal business and for civil business when the summons is a result of an officers' performance of his regular law enforcement duties.

ARTICLE 10

PAID HOLIDAYS

The following shall be considered holidays.

New Year's Day	Martin Luther King Day	Washington's Birthday
Patriot's Day	Memorial Day	Independence Day Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
December 24th	December 25th	December 31st

This article will be construed to mean that each officer is guaranteed thirteen (13) paid holidays in any given year of this contract. The above thirteen (13) paid holidays shall be calculated at the rate of time and one-half, each member's day rate of pay. Any member who works a regularly assigned shift on any of these same holidays, shall be paid at the rate of time and one-half their rate of pay for that shift. Any member, who works any overtime shift on these same holidays, shall be paid at the rate of double time for that shift.

ARTICLE 11

SICK LEAVE

- A. Sick leave may be considered to be absent from duty without loss of pay for the following reasons.
1. Illness or injury that prevents performance of duty.



2. When an employee is required to undergo medical, optical, or dental treatment when such treatment cannot be accomplished on off duty hours.

3. When serious illness of spouse or child requires his personal attendance.

B. An employee may be absent without loss of pay for the following reasons;

1. When an employee is absent from duty because of illness for which he would be entitled to compensation under the provisions of the General Laws of Massachusetts, he shall receive compensation in the full amount for the time of the disability.

2. When an employee is absent from duty because of an injury sustained in the line of duty for which he is entitled to compensation under the provisions of the General Laws of Massachusetts, he shall receive compensation in the full amount for the time of the disability.

3. When an employee is exposed to a contagious disease in the performance of his/her duty and contracts the disease, he shall receive normal pay for the full extent of his/her disability.

C. Sick leave shall be accumulated during leaves of absence with pay, and during vacation.

D. The Police Department shall maintain a record for each employee of all sick leave used and accumulated. A summary of such record of sick leave accumulated, upon request, shall be sent to the Secretary of the Association within the month of January, each year for the purpose of posting on the bulletin board.

E. Sick leave with pay will be granted to employees in accordance with the following schedule.

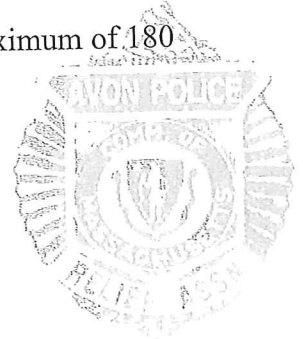
1. On and one-quarter (1.25) days for each month of service up to one (1) year.

2. For one (1) year or more of service, sick leave will be fifteen (15) days per year.

3. Unused sick leave will be accumulated without limit.

F. In the event an employee leaves work after having completed a portion of the day; he/she shall be docked sick leave for the remaining hours of the day not to exceed four (4) hours.

G. Upon retirement from the Department, thirty-five percent (35%) of the individual's daily rate of pay will be paid for any unused accumulated sick leave, up to a maximum of 180 shifts.



ARTICLE 12
PERSONAL DAYS

Each Officer will be allowed to use five (5) days as personal days each year. These days will not be charged to either sick leave or vacation leave.

ARTICLE 13
TEMPORARY SERVICE OUT OF RANK

- A. Members of the Bargaining Unit who are ordered to serve temporarily in a higher rank for a period of fourteen (14) days, shall be compensated for that next higher rank. But in any event, they shall work the same assigned hours as the person they are replacing in the higher rank.
- B. The senior patrolman on any shift without a designated supervisor, will upon the assumption of supervisory duties for the entire shift, be paid a supervisor's differential equal to that of a Sergeant. Such differential shall be paid on the week payroll.
- C. For the purpose of this article, the designated supervisors shall be Sergeants, the Deputy Chief of Police, and the Chief of Police.

ARTICLE 14
UNION BUSINESS LEAVE

- A. All employees covered by this Agreement who are Officers of the Collective Bargaining Team, not to exceed three (3) shall be allowed time off for Association business, negotiations, conferences with Town administration and the Chief of Police, without loss of pay or benefits and without the requirement to make up said loss of time, subject to prior approval of the Chief of Police and/or the Selectmen.
- B. Subject to prior notice, and at the discretion of the Chief of Police and/or the Selectmen, members of the Association Grievance Committee may be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Association and for the time required to prepare grievances and for the purpose of processing grievances, when such activity takes place at a time during which such employee is scheduled to be on duty.

- C. Subject to prior written notice of the Chief of Police and/or the Selectmen, Officers and members of the Association as may be designated by the Association may be granted leave to attend meetings of the Massachusetts Police Association (M.P.A.) as provided by Massachusetts General Laws.

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

- A. Town employee who desires to engage in a course of study intended to increase his usefulness to the Town service, or for any other reason considered beneficial to the service, may, upon recommendation of the appointing authority, be granted a leave of absence without pay not to exceed six (6) months, provided such extended leave is approved by the Department of Civil Service. Upon the expiration of such leave of absence, the employee shall be reinstated to the position he occupied at the time leave was granted and without loss of seniority rights. If necessary, to the efficient conduct of the Town's business, employees on leave may be notified to return to their service prior to the time of the expiration of the leave. Should they fail to return after such notification, the appointing authority may declare the position vacant and proceed to fill the same in the usual manner.

ARTICLE 16

VACATION LEAVE

Members of the Bargaining Unit shall be granted a vacation of one (1) day for each five (5) weeks of service of less than one (1) year. Members of the Bargaining Unit with more than one (1) year of service shall receive vacation time as follows;

1. One (1) year - fifteen (15) working days
2. five (5) years - twenty (20) working days
3. ten (10) years - twenty-five (25) working days
4. fifteen (15) years - thirty (30) working days
5. twenty (20) years - thirty-three (33) working days

Employees may be allowed to carry over a portion of their vacation over the next year (maximum of seven (7) days may be carried and must be used up by June 1 of the next year) at the discretion of the Chief of Police or his designee.



ARTICLE 17
GRIEVANCE PROCEDURE

A. PURPOSE:

The purpose of the grievance procedure shall be to settle employee grievances on as low a level as possible as to insure efficiency and employee morale. A grievance is hereby defined as any complaint, misunderstanding, or dispute arising as to the interpretation or application of the provisions of this agreement.

B. PROCEDURE:

STEP 1. Grievances may be first presented by the employee and/or the Union steward to the superior officer involved, and an earnest effort shall be made to adjust the grievance in an informal manner.

STEP 2. If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Association and presented to the Chief of Police. The Chief of Police or in his absence, his designee, shall meet with the grievance committee within seventy-two (72) hours from the time the grievance is presented to him, and shall answer the grievance in writing within twenty-four (24) hours after the meeting.

STEP 3. If the grievance is not resolved in STEP 2, the grievance committee may refer the complaint to the Board of Selectman within ten (10) days from the receipt of the STEP 2 answer, exclusive of Saturday, Sunday, and holidays. The Board of Selectmen shall meet with the grievance committee within ten (10) days to discuss the grievance and shall answer the grievance in writing within twenty-four (24) hours after the meeting ends.

STEP 4. If the grievance is not adjusted satisfactorily in STEP 3, it may be hereafter submitted within fifteen (15) days to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings. All grievances beyond STEP 1 shall be presented in through the steps of the grievance and arbitration procedure, and shall state in reasonable detail the nature of the grievance and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire

subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. The award of the arbitrator's shall be final and binding upon the parties covered in this agreement. The Association shall be entitled to submit grievances in the name of the Association in the same manner as provided thereon for employees, said submission to start in STEP 3, of the grievance procedure.

ARTICLE 18

HOURS OF DUTY

Members of the Bargaining Unit shall work a so-called four (4) and two (2) work week. However, the schedule for this four and two work week shall be posted in the fourth week of the preceding six (6) week cycle. The members of the Bargaining Unit shall work the following shifts when so assigned by the Chief of Police;

Day Shift	8:00am to 4:00pm
Early Evening Shift	4:00pm to 12:00am
Late Evening Shift	12:00am to 8:00am

Any changes in hours of duty or tours of duty other than those presently set up by this agreement shall be presented to the bargaining Unit for its perusal to the implementation thereof.

ARTICLE 19

DESIGNATED SHIFT LEVELS

The following shift staffing levels shall be maintained;

Three (3) Officers on the Day shift 8:00am to 4:00pm

Three (3) Officers on the Early evening Shift 4:00pm to 12:00am

Two (2) Officers on the Late evening Shift 12:00am to 8:00am, Sunday through Wednesday

Three (3) Officers on the Late evening shift 12:00am to 8:00am, Thursday through Saturday



ARTICLE 20
FILLING SHIFTS

Full-time officers, at their option, will be able to work any open shifts, including any shift not covered by a full-Time officer, at their rate of pay at that time and to be chosen by seniority and divided as evenly as possible by the officers who wish to work. If these shifts be in excess of their regular assigned shifts, they shall be paid at the time and one-half rate.

ARTICLE 21
LONGEVITY

Full-time officers shall receive longevity pay in accordance with the following schedule;

- | | |
|--|-----------------|
| 1. After five (5) years of service | \$300. annually |
| 2. After ten (10) years of service | \$500. annually |
| 3. After fifteen (15) years of service | \$700. annually |
| 4. After twenty (20) years of service | \$800. annually |
| 5. After twenty-five (25) years of service | \$900. annually |

ARTICLE 22
CIVIL SERVICE

All applicable Civil Service Laws, rules, and regulations shall continue in effect and shall govern those matters within Civil Service jurisdiction.

ARTICLE 23
SALARIES

A shift differential of ten percent (10%) for all hours worked between 4:00pm and 12:00a.m. and a shift differential of thirteen percent (13%) for all hours worked between 12:00 a.m. and 8:00 a.m., will be paid to all employees working said hours.

Effective July 1, 2019, with a two percent (2%) increase, the base wages paid to employees and from which all other computations are made will be set forth as follows;

Patrolman	STEP 1	STEP 2	STEP 3
Annual	\$50,383.48	\$52,681.02	\$58,566.64
Weekly(52)	\$968.91	\$1,013.10	\$1,126.28
Shift(5)	\$193.78	\$202.62	\$225.26
Hour(8)	\$24.22	\$25.33	\$28.16
Sergeant			
Annual	0	0	\$69,108.64
Weekly(52)			\$1,329.01
Shift(5)			\$265.80
Hour(8)			\$33.23

Effective July 1, 2020, with a two percent (2%) increase, the base wages paid to employees and from which all other computations are made will be set forth as follows;

Patrolman	STEP 1	STEP 2	STEP 3
Annual	\$51,391.15	\$53,734.64	\$59,737.97
Weekly(52)	\$988.29	\$1,033.36	\$1,148.81
Shift(5)	\$197.66	\$206.67	\$229.76
Hour(8)	\$24.71	\$25.83	\$28.72
Sergeant			
Annual	0	0	\$70,490.80
Weekly(52)			\$1,355.59
Shift(5)			\$271.12
Hour(8)			\$33.89



Effective July 1, 2021, with a two percent (2%) increase, the base wages paid to employees and from which all other computations are made will be set forth as follows;

Patrolman	STEP 1	STEP 2	STEP 3	Seven Year Step STEP 4
Annual	\$52,418.97	\$54,809.33	\$60,932.73	\$62,151.38
Weekly(52)	\$1,008.06	\$1,054.03	\$1,171.78	\$1,195.22
Shift(5)	\$201.61	\$210.81	\$234.36	\$239.04
Hour(8)	\$25.20	\$26.35	\$29.29	\$29.88
Sergeant				
Annual	\$0.00	\$0.00	\$0.00	\$73,338.63
Weekly(52)				\$1,410.36
Shift(5)				\$282.07
Hour(8)				\$35.26

*Employees shall advance to Step 4 upon completion of six (6) years of service

The Sergeant's rate of pay will be computed at eighteen percent (18%) higher than Top Step patrolman's rate.

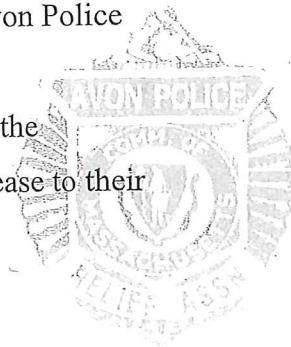
Employees shall be paid all wages on a bi-weekly basis.

ARTICLE 24

DISTINGUISHED SERVICE RATE

This Distinguished Service rate of pay shall apply to any member who achieves their twenty-fifth (25th) year of service with the Avon Police Department. The Distinguished Service rate of pay shall reward a member with twenty-five (25) years or more of service with a five percent (5%) salary increase spread over the twenty-fifth (25th) year, the twenty-sixth (26th) year, and the twenty seventh (27th) year of service, and be calculated in the member's regular salary for the remainder of their service with the Avon Police Department. The salary increase shall be established as follows;

- A. Upon beginning the twenty-fifth (25th) year of service a member of the Association shall receive an additional one percent (1%) salary increase to their



total rate of pay on said date. This increase shall be in addition to any other increases as contained in this collective bargaining agreement.

- B. Upon beginning the twenty-sixth (26th) year of service a member of the Association shall receive an additional two percent (2%) salary increase to their total rate of pay on said date. This increase shall be in addition to any other increases as contained in this collective bargaining agreement.
- C. Upon beginning the twenty-seventh (27th) year of service a member of the Association shall receive an additional two percent (2%) salary increase to their total rate of pay on, said date. This increase shall be in addition to any other increases as contained in this collective bargaining agreement.

Any member of the association shall be allowed to combine up to four (4) years' service in the United States Armed Forces with the time of service with the Avon Police Department to achieve a member's twenty fifth (25th), twenty-sixth (26th) and/or twenty-seventh (27th) year of service for purposes of qualifying for the "Distinguished Service Rate."

ARTICLE 25

SPECIALIST POSITION

DETECTIVE

The Department shall maintain a position of Detective, whose job description and duties shall be defined by the Chief and provided to the Detective in writing. Said position shall be exempt from the provisions of Article 18 with respect to scheduling. The Chief in his sole discretion may assign the Detective position to such individual or individuals as he sees fit. The individual(s) assigned to the position shall receive additional compensation in the amount of five (5%) percent of his/her then base pay, excluding his educational incentive.¹ The Detective shall

¹ The 5% stipend shall be paid retroactive to the first date that the incumbent assumed the current duties of the Detective position.

be assigned to a 5 & 2 work schedule. The detective shall receive compensatory days off for those days in excess of what he/she would have worked on a 4 & 2 schedule. Those compensatory days shall accrue monthly at the rate of 1.42 days per month.

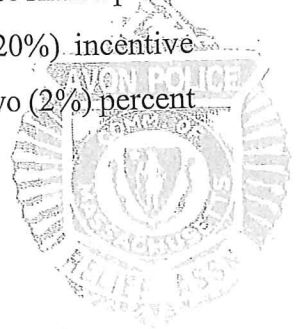
SCHOOL RESOURCE OFFICER

The Department shall maintain a position of School Resource Officer, whose job description and duties shall be defined by the Chief and provided to the SRO in writing. Said position shall be exempt from the provisions of Article 18 with respect to scheduling. The Chief in his sole discretion may assign the SRO position to such individual or individuals as he sees fit. The individual(s) assigned to the position shall receive additional compensation in the amount of two and one-half (2.5%) percent of his/her then base pay (at all times), excluding his educational incentive. The School Resource Officer shall be assigned to a 5 & 2 work schedule during the school year and a 4 & 2 work schedule when school is in the "summer recess." The SRO shall receive compensatory days off for those days in excess of what he/she would have worked on a 4 & 2 schedule. Those compensatory days shall accrue monthly at the rate of 1.42 days per month for each month worked on a 5 & 2 schedule.

ARTICLE 26

EDUCATIONAL CAREER INCENTIVE PROGRAM

- A. The program either for an Associate's degree or Bachelor's degree in a field related to police sciences, shall be approved in writing by the Board of Selectmen and the Chief of Police prior to the registration in order to qualify for incentive pay. In no case shall a police officer be eligible for more than a combined total of twenty percent (20%) incentive increase for programs pursued. Employees shall be eligible to receive up two (2%) percent at the start of their first year of employment.
- B. Incentive increases shall be applied as follows:



Associates Degree: one percent (1%) for every two (2) courses successfully completed with a maximum of two percent (2%) per year and/or a maximum of fifteen percent (15%) for the total number of courses required to obtain the degree.

Bachelor's Degree: one percent (1%) for every two (2) course successfully completed with a maximum of two percent (2%) per year and a maximum of twenty percent (20%) for the total number of courses required to obtain a degree.

Master's Degree: one percent (1%) for every two (2) courses successfully completed with a maximum of two percent (2%) per year and a maximum of twenty five percent (25%) for the total number of courses required to obtain a degree. The Master's Degree shall be in "Criminal Justice or criminal justice related fields ", and the twenty five percent (25%).

- C. The Board of Selectmen and the Chief of Police may waive the requirement of a program submission and may grant permission for an officer to apply for and take courses for incentive increases, provided that all such courses are directly related to Police Sciences, at a rate of one percent (1%) for every two (2) courses successfully completed with a maximum of two percent (2%) per year and/or a maximum of six (6%) for all such courses without program approval. Any such credit and payment shall be applied to and included towards the maximum of any program subsequently submitted.

ARTICLE 27

MISCELLANEOUS

- A. Space shall be provided at the police station for an I.B.P.O. bulletin board and a four (4) draw filing cabinet, to be provided by the Town.
- B. Copies of all orders by the Selectmen, Chief of Police, or any officer of authority affecting any members of the Bargaining Unit shall be provided to the I.B.P.O. local president.
- C. All shifts shall be kept at full strength; this shall be determined by the commanding officer who comprises the schedule as provided in Art. 17, herein.
- D. Voluntary police training schools and courses shall be available to all members of the Department. The Chief, or his designee, shall determine the appropriateness of particular courses to specific individuals at his sole discretion. In the event that a course would be equally appropriate for more than one officer, and more than one officer desires to attend

the course, the Chief shall allow the senior-most officer to attend. Thereafter, seniority for said officer shall not be considered during assignment of the next available course.

- E. On-duty officers shall be allowed to attend I.B.P.O. meetings as long as such does not create a burden to the Town.
- F. Each officer shall be provided with a firearms training and practice allowance of \$400. Officers may purchase ammunition, attend firearms related courses or trainings, or pay range dues utilizing this allowance. Officers shall either utilize this allowance by charging such purchases through Town approved vendors or shall be reimbursed upon presentation of appropriate documentation for costs advanced by the officer.

ARTICLE 28

SAFETY

- A. No police officer shall be compelled to operate any motor vehicle that does not meet the standards of the Registry of Motor Vehicles; that is, tires, lights, etc., or after a lapse of twenty-four (24) hours, or forty-eight (48) hours on weekends, from the time at which condition is noted in writing to the Chief through the senior officer in charge.
- B. No police officer shall be compelled to do any repairs other than emergency repairs.
- C. It shall be the duty of the shift commander to report any vehicles in need of repair to the Chief of Police.
- D. It shall be the duty of the officer in charge of the cruiser to report any needed repairs to his/her commanding officer immediately.

ARTICLE 29

MANAGEMENT RIGHTS

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this agreement, the Town has and shall continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it. 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;

- A. To determine the care, maintenance, and operation of equipment and property used for

and on behalf of the purposes of the Town.

- B. To establish or continue policies, practices, and procedures for the conduct of the Town business, and from time to time, to change or abolish such policies, practices, or procedures.
- C. To discontinue processes or operations or to discontinue neither performance by employees.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, 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 interest of the Town of Avon, or the Department.
- F. To prescribe 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 the same.
- G. To ensure their related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations, provided that this rights shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by 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.

The above rights, responsibilities, and prerogatives are inherent in the Town of Avon, Board of Selectmen by virtue of statutory provisions and are not subject to delegation in whole or in part.



ARTICLE 30
PERSONNEL FILES

Each employee will have the right to inspect his/her own personnel file maintained by the Avon Police Department twice annually.

- A. All officers upon their request will have the right to inspect their personnel file which is kept by the Police Department.
- B. The Chief of Police will allow ample opportunity for each officer to make a copy of his or her personnel file which is kept by the Police Department.
- C. Within three (3) days all officers will receive a copy of any addition to or removal of material from their personnel file.

ARTICLE 31
TRAINING

The Town and Association agree, that as members of the bargaining unit attend any In-Service training, annual or periodic firearms training, or any similar training, the members shall be paid and or compensated for hours in any week that exceed forty (40) hours, as they are currently paid.

ARTICLE 32
DRUG AND ALCOHOL POLICY

All members of the unit shall be subject to the provisions of the Drug and Alcohol Policy of the Town of Avon. Members who are required to attend testing outside of the schedules shift shall receive a minimum of two (2) hours of additional pay.




ARTICLE 33

DURATION OF AGREEMENT

This agreement shall be from July 1, 2019 through June 30, 2022 and may be opened by either party by notice in writing to the other party before April 15, 2022.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their names duly authorized representatives this, 12th day of November, 2020.

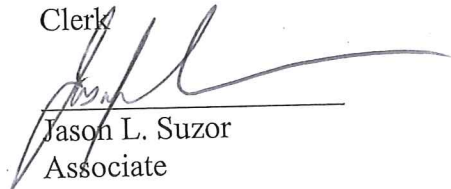
Town of Avon,
Board of Selectman



Steven P. Rose
Chairman


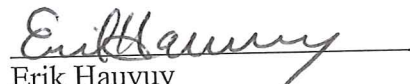
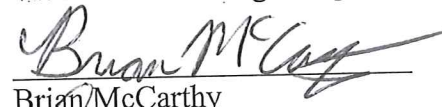



Eric S. Beckerman
Clerk



Jason L. Suzor
Associate

Avon Police Relief Assoc.
I.B.P.O., Local #383


Michael Dombrosky
President/Bargaining Committee
Erik Hauvuy
Vice President/Bargaining Committee
Brian McCarthy
Bargaining Committee
Lawrence Donovan
Bargaining Committee