

TOWN OF EAST GREENWICH, RHODE ISLAND  
AND  
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS  
LOCAL NUMBER 472

AGREEMENT

FOR

F.Y. 2019-2022

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## AGREEMENT

Pursuant to the provisions of ~~Chapter 54~~ § 28-9.2 of the Public Laws of the State of Rhode Island 1963, entitled “Municipal Police Act” ~~An Act to~~ which provides for Settlement of Disputes Concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments”, this AGREEMENT is made and entered into this 1st day of July, 2019 by and between the TOWN OF EAST GREENWICH, acting through its Town Manager, herein referred to as “THE TOWN”, and Local Number 472, International Brotherhood of Police Officers, herein referred to as the “UNION”.

## ARTICLE 1

### SECTION 1-RECOGNITION

The Town hereby recognizes and acknowledges that Local Number 472, International Brotherhood of Police Officers, is the exclusive bargaining agent for all regular members of the Police Department of the Town of East Greenwich, exclusive of the Chief of Police and the Captain, from the rank of 3<sup>rd</sup> Class Officer up to and including the rank of Lieutenant for the purposes of collective bargaining and entering into agreements relative to wages and rates of pay, hours, assignments, working conditions and other terms and conditions of employment. A regular member of the Department shall be defined as any member of the Department who has successfully completed his/her probationary period.

## ARTICLE 2

### SECTION 1 - ~~AGENCY FEE~~ **UNION SECURITY**

All regular members employed by the Police Department of the Town of East Greenwich shall have the right to voluntarily join the Union or refrain from so joining. A member may choose (1) to become a Union member and pay membership dues, or (2) pay to the I.B.P.O. an agency service fee in an amount determined by the I.B.P.O. or (3) opt to not pay either membership dues or agency service fee. If the employee chooses this option, he will neither be a member or entitled to representation from the I.B.P.O. ~~However, any employee of the Police Department who shall choose not to join and who is covered by the terms of this Agreement shall be required, but not as a~~

~~condition of employment, to pay a weekly Agency Fee to the Union to defray costs in connection with legal obligations and responsibilities incurred to or in connection with the enforcement or execution of the rights and/or obligations contained in this Agreement or those contained in any other lawful act or agreement pertaining to the employment conditions of the members of the Police Department of the Town of East Greenwich. Said agency fee shall not exceed the regular dues. Any member of the Police Department who shall have his/her Union membership application refused for just cause shall not be required to pay any weekly agency fee to the Union.~~

## SECTION 2 - DUES DEDUCTIONS

A. Upon receipt of an individually signed authorization by a regular member of the Police Department and approved by the Union President, the Town agrees to deduct regular dues or Agency Service Fee from the weekly salary due such member and shall forward such deductions to the International Brotherhood of Police Officers, Attention of the Comptroller, 159 Burgin Parkway, Quincy, Massachusetts 02169, or as designated in writing by the Union Executive Committee. However, if an employee has no check coming to him, or the check is not large enough to satisfy the assignment, then and in that event no deduction will be made from said employee for that week.

If it is further agreed that, if the Union shall increase its weekly dues or voluntary service fee payment by its members, upon written authorization from the Union President, said deductions shall be made in the amount of said certification. Notification from the Union of any dues change shall be provided to the Town thirty (30) days prior to its effective date and such change shall be incorporated in this Agreement as an addendum thereto and shall appear as "Addendum Number One", properly executed and attached thereto. The Union agrees to hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of the deduction of Union dues or an agency fee under this Article 2.

### B. Failure to Pay Dues or Agency Service Fees.

The rights of any member who elects not to pay either union membership dues or agency service fee shall be governed by the provisions of R.I.G.L. §28-9.2-18, as amended.

### ARTICLE 3

#### SECTION 1 - MANAGEMENT RIGHTS

Nothing herein contained shall be construed to limit in any way the right of the Town to regulate, manage and control the Police Department in accordance with State Law, the Town's Home Rule Charter and local ordinances. The Town shall retain the right to issue rules and regulations, orders and policies, governing the operation and conduct of the Police Department.

### ARTICLE 4

#### SECTION 1 - SENIORITY

The regular members of the Police Department shall have seniority rights in grade, and said seniority, insofar as practicable, shall prevail with regard to the following with exception to other divisions or departments where there shall be an adaptability examination given and this will be scored the same as promotional examinations.

a. Transfer to shifts, beats, or posts shall be by seniority only, however, the Chief of Police shall have a right to assign personnel for a period not to exceed thirty (30) days in any one year to other beats or posts. Divisional transfers shall be subject to no more than a one hundred and eighty (180) day trial period. The transfer shall be considered complete if the officer has not been reassigned to his/her former position by the end of the trial period. In the event the officer transferred does not perform to the reasonable satisfaction of the Chief of Police, the position shall then be offered to the next man/woman on the examination list. Removal during or after the trial period shall be subject to grievance procedures. Notwithstanding any other article or section of this contract, the Chief of Police may transfer any supervisory personnel to any shift in the department for a period not to exceed thirty (30) days, due to a shortage of members of the permanent Police Department.

Transfers shall be made subject to seniority provisions.

b. Days off, holidays, vacations, and any and all like circumstances or situations by whatever name they may be given; however, a senior office may reject the position or benefits at his/her discretion. Further, in the event that any officer shall reject the position or benefits, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority rights would prevail.

c. In order for an officer to be eligible for a lateral transfer to the Investigative Division, said officer shall have been a full-time member of the Police Department for two (2) consecutive years. Lateral



transfers to the Investigative Division shall be subject to an Investigative Division adaptability examination process. This examination process shall be conducted and graded under the same procedure as a promotional examination, with the exception of the reading list time, which shall be contingent on the written test publisher's recommendations. This examination process shall be subject to no more than a one hundred and eighty (180) day probationary period. Once the list is established, it will remain in effect for two (2) years. Transfers to the Investigation Division shall be made from the top three (3) candidates in accordance with the terms and conditions of the Agreement, the Home Rule Charter, Town Ordinances, and the Rules and Regulations of the Police Department. Temporary assignments may be made by the Chief of Police to any division but shall not exceed one hundred and eighty (180) days. It shall not be used for accumulation of seniority in the respective grade.

d. Seniority rights by regular members of the Police Department may only be exercised on January 1 of each year for beats or shifts, or when an opening is available. Bids must commence and be completed no later than December 1<sup>st</sup> of the preceding year to insure there is adequate time to effectuate the process.

e. When a recognized vacancy exists due to retirement, resignation, or finalized termination, the Town agrees to fill such vacancy with a qualified individual who will be appointed within twenty-five (25) days from the date of graduation from the first available Police Training Academy, provided graduation rating indicates said person is qualified. Reference above is to the R.I. Municipal Police Academy (or other agency meeting State requirements).

f. Time served in the Investigative Division shall determine the seniority of the Division, except temporary assignments shall not be counted.

The Chief of Police shall have the right to assign newly hired police officers for a period not to exceed one hundred and twenty (120) days to each shift, beat, or post and may also assign new hires to the Investigation Division. Upon completion of the one hundred and twenty (120) day period, the officer shall be assigned to a shift as determined by seniority.

## SECTION 2 - SENIORITY DETERMINATION

When two or more individuals are appointed on the same date, seniority shall be determined based on the date of graduation from the police academy. If said appointees graduated at the same time, the final grade (highest) will determine the senior person.

In the event that two or more superior officers of the same rank are promoted from the same competitive examination, seniority shall be determined by the final grade (highest) received on the examination.

## SECTION 3 - SENIORITY LIST

A permanent and up-to-date seniority list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit of all police officers, and all further seniority questions shall be resolved in accordance therewith.

## ARTICLE 5

### SECTION 1 - VACANCIES

Vacancies in the rank of patrolman/patrolwoman shall be filled by appointment by the Town Manager. Any Supervisory vacancy shall be filled from the existing promotional list within thirty (30) days of the vacancy in accordance with Article 6, Section 1. in accordance with Section 4431 of the Home Rule Charter of the Town of East Greenwich. Notwithstanding the aforementioned, the Town shall ensure that there is an active officer's hiring list. The hiring list shall remain in effect for two (2) years. The Town shall begin the process of creating a new list at least six (6) months prior to the old list expiring.

### SECTION 2 - TEMPORARY SERVICE OUT OF RANKS

First Class Officers of the Police Department, who assume the responsibilities of a higher rank, shall be compensated for this service at the next highest rank. Such compensation of the higher rate shall apply for all time spent at a higher rank. Second and Third Class Officers will not be allowed to assume the responsibilities of a higher rank.

### SECTION 3 - CHANGE IN WORK SCHEDULE

Except in an emergency, an officer will receive a one (1) week notice to any change in his/her work schedule.

No officer shall have his or her work schedule changed at any time unless there is a State of Emergency declared by the Governor of the State of Rhode Island or by the Town Manager. Emergency is defined as “an unforeseen combination of circumstances that calls for immediate action without time for full deliberation.”

### SECTION 4-DUTY PERSONNEL

There shall be at least three (3) uniformed patrolmen/patrolwomen and one (1) uniformed supervisor on duty at all times. The Town has the right to hire one (1) special officer to fill this staffing if no full-time police officer is available. The Town will make every effort to fill the supervisory position.

Shift Supervision: a) A supervisor shall be defined as an Officer with the Rank of Sergeant or above. The Town shall make every effort to fill the Supervisory position with a supervisor as defined by the rank of Sergeant or above. In the event the Supervisory position becomes vacant, a supervisor vacancy shall be filled by the following procedure.

1. When there are four (4) patrol officers on duty and no Uniformed Sergeant or Lieutenant working, the senior patrol officer shall assume the role of supervisor and be given out of rank compensation. For those shifts where there are only three (3) patrol officers on duty and no Patrol Sergeant or Lieutenant working, the following procedure shall be followed.
2. Patrol supervisors shall be required to be on the patrol supervisor overtime list and supervisors that are assigned to other divisions may voluntarily choose to be on the patrol supervisor overtime list. Those supervisors who are on the overtime list shall be afforded call back overtime to fill a patrol supervisor's vacancy first. If no supervisor on the list takes the overtime vacancy, it shall then be offered to patrol officers, which shall include detective patrolman through seniority. If no detective or patrol officer voluntarily takes the supervisory overtime vacancy, the overtime shall then be afforded to all other supervisors that had not signed up on the overtime list. If the patrol supervisor overtime vacancy is not filled voluntarily, the junior accessible supervisor will be ordered. The police department shall maintain an up to date patrol supervisor overtime list.

3. Non-patrol supervisors shall have one opportunity per year to voluntarily place themselves, or remove themselves from the patrol supervisor overtime list. This list shall be updated July 1<sup>st</sup> of every year.
4. In the event that four (4) or fewer patrol division supervisors are available for call back due to vacancies arising from retirements, resignations, IOD, or long term injury or illness, then the above paragraph shall be temporarily suspended and the most junior patrol officer shall be called in to fill the vacancy on the shift with the most senior patrol officer filling the rank of supervisor.

#### SECTION 5 - DETAILS

The assignment of details within the Police Department shall be the responsibility of the Chief of Police, subject to the seniority provision herein contained.

#### SECTION 6 - EXTRA DUTY AND SPECIAL DETAILS

Special Detail shall be defined as all police work requested and paid for by a private individual, organization, or concern, as well as the East Greenwich School Department.

Regular Officers and Probationary Officers shall have first priority in assignments to Extra Duty and Special Details. A list of Extra Duty and Special Details and the officer assigned to them will be posted on the headquarters' bulletin board.

Special officers shall be considered for assignment to Extra Duty and Special Details after regular officers and probationary officers have been considered.

Seniority for Special Details and Extra Duty may be exercised up to twenty-four (24) hours prior to the start of an assignment which has been posted for over the twenty-four (24) hour period. In the event seniority is exercised, it shall be the responsibility of the senior officer to notify the junior officer that he/she has been replaced for said assignment. Notification shall be made by calling the junior officer's residence phone number which is maintained at dispatch. The senior officer shall leave a message for the junior officer if the junior officer was not directly contacted. The senior officer shall then instruct the dispatcher to make a log entry of the notification or notification attempt. In any event, once said notification or notification attempt has been made, the exercise of seniority is complete. Officers who have signed up for Special Details or Extra Duty shall have the responsibility to check within the twenty-four (24) hour period to make sure they have not been h

bumped. Under no circumstances will the exercise of seniority be allowed within twenty-four (24) hours of an assignment which has been posted for over the twenty-four (24) hour period. Assignments of Special Details and Extra Duty which are received within the twenty-four (24) hour period shall be offered by the call back procedure through seniority. The Town may communicate to the officer via text message to the officer's cellular phone.

For all eight (8) hour uniformed patrolman/patrolwoman overtime vacancies, the senior patrolman/patrolwoman wanting the full eight (8) hours shall have preference over a patrolman/patrolwoman who wants to split the shift unless both officers wanting to split the shift are senior to the officer wanting the full eight (8) hours.

Community Service Officers and Special Officers who have not retired from the East Greenwich Police Department shall be required to pay the IBPO one-half (1/2) hour of detail pay for each detail worked.

#### SECTION 7- COMPENSATION FOR DETAILS

As of July 1, ~~2016~~ 2019, all details shall be compensated at the following rates:

School Details and Town Details	<del>\$40.00</del> <u>45.00</u> per hour
All Other Special Details	Time and one-half 1 <sup>st</sup> Class Patrolman's hourly rate of pay with a Minimum four (4) hours pay.
<u>Weekend Detail Rate</u>	<u>Time and one-half the Detail Rate</u>

All details will be billed by the Police Department and all details, other than School Details, surcharged 20% for administrative handling. The Town will initially use the surcharge to pay the officers the detail pay. The Town has no obligation to pay the detail amount if there are not sufficient funds in the account.

All details shall have a starting minimum of four (4) hours pay at the detail rate.

Any details not cancelled within one (1) hour prior to the scheduled starting time of detail shall be paid to the officer and billed for the four (4) hour minimum. Details, other than School Details, which actually go beyond the four (4) hours, shall have a minimum of eight (8) hours pay at the

detail rate. Details which actually go beyond the eight (8) hours shall be paid at time and one-half of the detail rate for all hours worked in excess of the eight (8) hours.

#### SECTION ~~4~~ 8- SPECIAL DETAIL RATE ON HOLIDAYS

Police Officers shall receive double time for working special details on the following named holidays:

New Year's Eve, Commencing at 6:00 P.M.

New Year's Day

Thanksgiving Day

Christmas Eve, Commencing at 6:00 P.M.

Christmas Day

Police Officers shall receive time and one-half for working special details on the following named holiday:

Easter

#### SECTION ~~7~~ 9- DEPARTMENTAL MEETINGS

From time to time the Chief of Police may call departmental meetings for which no compensation shall be granted. There shall be no more than four (4) meetings and no more than two (2) departmental meetings per year.

Moreover, a departmental meeting shall not be called or utilized for the purpose of conducting training.

#### SECTION ~~8~~ 10- QUARTERLY STAFF MEETINGS

Supervisors may be required to attend quarterly staff meetings. Under this provision there shall be no more than four (4) per calendar year. Each meeting will be no more than two (2) hours in length.

Supervisors who are not working and are required to attend said meetings will be compensated with two (2) hours of overtime, compensatory time or vacation time at their request. Nothing herein prohibits the Chief from calling additional staff meetings as deemed necessary; however, additional meetings will be compensated pursuant to the provisions of Article 9, Section 5, Call Back Pay.

## ARTICLE 6

### SECTION 1 - PROMOTIONS

In order for an officer to be eligible for a promotion to the rank of Sergeant, said officer shall have been a full-time member of the Police Department for three (3) consecutive years. In order for an officer to be promoted from the rank of Sergeant to Lieutenant, he/she must serve as a Sergeant for one (1) year before being appointed to the rank of Lieutenant after an examination. This shall apply to any and all other promotions, with the exception of the Chief of Police who shall be appointed in accordance with the provisions of Section 4421 of the Town of East Greenwich Home Rule Charter.

Promotions shall be subject to no more than a one hundred and eighty (180) day trial period. The promotion shall be considered complete if the officer has not been reassigned to his/her former position by the end of the trial period; removal during or after the trial period is subject to grievance procedures.

Such promotions shall be made on a competitive basis as prescribed by the Town's Home Rule Charter and by Ordinance that shall have been established by the Town Council and regulations established governing the Police Department; provided, however, that the various criteria specified therein shall be weighed as follows:

Seniority .....	Seniority shall be one (1) point per year with a maximum of ten (10) points
Written Examination	50%
Oral Examination	20%
Chief's Evaluation of Job Performance	20%

The oral examination will be conducted by an Oral Panel consisting of one (1) member appointed by the Town Manager, one (1) member appointed by the Union who shall be of a higher or equal grade to the position being applied for and who may be a member of the local, and one (1) disinterested person acceptable to both parties. In the event that the members appointed by both parties are unable to agree upon a third member, they shall request the Superintendent of the Rhode Island State Police, or his/her designate, to act as such disinterested person and third member of the Oral Panel. The oral examination shall be given first and its results shall be posted on the bulletin board at Police Headquarters prior to the taking of the written examination. Upon completion of the required examinations, candidates' individual combined scores shall be tabulated and a list will be posted in

order of highest achieved score to lowest achieved score. Said list shall remain in effect for two years at which time testing will be performed again to create a new list. Any officer who would become eligible for promotion to the rank of Sergeant or Lieutenant during the term of a list to be compiled may take the exam however; minimum time in grade requirements must be satisfied when a vacancy becomes available. In the event a candidate has not satisfied the time requirements, the Town shall consider successive candidates on the list. In order to provide equal opportunity for advancement to higher rank, the test for Lieutenant and Sergeant shall be conducted in an odd/even year system. The Town Manager shall make the promotion from the top three (3) candidates in accordance with the provisions of Section 4431 of the Home Rule Charter. In the event an individual is promoted other than the officer achieving the highest total score, the appointing authority will state the reason or reasons in writing to the officer who achieved the highest score. Promotions will become effective when funds have been made available by appropriation or are otherwise made available.

## ARTICLE 7

### SECTION 1 - GRIEVANCE PROCEDURE

~~For the purpose of resolving alleged grievances of regular members of the Police Department, arising out of the application or interpretation of this Agreement,~~

A grievance is defined as a complaint by an individual police officer or the Union that there has been a violation, misinterpretation, misapplication of the provisions of this Agreement or an established past policy practice; or if there is a health and safety issue that cannot be resolved; or if an officer is disciplined for two (2) days or less and the officer feels that the discipline was administered without just cause.

The following grievance procedure shall be followed:

1. When a member is of the opinion that he/she has a grievance, he/she shall, in writing within seventy-two (72) hours of the occurrence or learning of it, bring it to the attention of the Union Steward.
2. The Union Steward will present the grievance to the Union Executive Committee which shall consist of the three (3) elected officers of the Union. If the Executive Committee feels that



the grievance is justified, it shall then appoint a representative of said Committee to arrange a meeting, within three (3) days thereof, with the Chief of Police and present the grievance in writing. The grievance, if to be presented, shall be given to the Chief of Police no more than six (6) days from the date of occurrence of the grievance, unless a holiday is the sixth day. In that event, the next day shall be considered as the sixth day when the grievance must be presented. If a grievant is to be interviewed by the Chief of Police or his/her designee regarding the alleged grievance, he/she shall have the right to select a member of the Union to be present during the interview.

3. The Chief of Police, after investigation of the alleged grievance, shall deliver his/her favorable or unfavorable decision, in writing, back to said representative within three (3) working days of said meeting. If the decision of the Chief of Police is unfavorable, the grievance may then be submitted by the Executive Committee, in writing, to the Town Manager, who shall meet with the Executive Committee within three (3) days from the date of receipt of said grievance. However, the Executive Committee, if they wish to submit the grievance to the Town Manager, must do so within five (5) days of the receipt of the Chief of Police's decision. Following this meeting, and within ten (10) days from the date thereof, the Town Manager shall deliver his decision, in writing, to the Executive Committee or its representative, either in person or by certified mail.
4. In the event that the Executive Committee and the Town Manager are unable to resolve the grievance, the Union; if it so chooses to resort to arbitration shall, within five (5) days following the receipt of the decision of the Town Manager, mail written notice to the Town Manager and to the Chief of Police indicating that arbitration has been resorted to.
5. It is expressly understood by the parties hereto that the members of the Police Department shall have no right to engage in any work stoppage, slowdown or strike. Any and all issues or grievances shall be resolved by the grievance and arbitration procedures set forth herein.

6. No employee shall be disciplined without just cause.

~~76.~~ The service Jacket and/or personnel file of the member of the bargaining unit which is kept by the Police and/or Personnel Department, will have expunged from its contents any disciplinary action after a period of ~~five (5)~~ three (3) years from the date of the disciplinary action provided during the interim period, the member has had no further departmental

violations. Written notification by the officer must be made to both the Town Manager and the Chief of Police or their designee.

## ARTICLE 8

### SECTION 1 - ARBITRATION

Within five (5) days from the expiration of the period set forth in Article 7, Section 1, hereof, the Town and the Union shall appoint an arbitrator to represent them, and each shall notify the other of the name of the person so designated by it as its representative, who shall then meet and appoint a third disinterested person who shall act as Chairman of the Board of Arbitrators. In the event the two (2) representatives cannot agree upon the third disinterested person within five (5) days, then they shall request the assignment of an arbitrator by the American Arbitration Associates or the Federal Mediation and Conciliation Service.

In lieu of the above, the Town and the Union may agree to have the grievance decided by a single arbitrator.

1. In all cases involving a grievance which is submitted to the Arbitration Board, or Arbitrator, the individual or individuals having the grievance shall be required to attend and present his/her/their grievance. Such individual or individuals shall further be entitled to be represented by Legal Counsel of his/her/their own choosing.
2. Any decision handed down by a majority of the Arbitration Board or the Arbitrator, shall be final and binding upon the parties hereto.
3. The authority of the Arbitration Board or the Arbitrator, as the case may be, in Grievance Arbitration, shall be that of interpreting the Contract and not making the Contract.
4. All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

## ARTICLE 9

### SECTION 1 - WORK CYCLE

Effective July 1, 1973, the work cycle for the regular members of the Police Department shall consist of a six (6) day cycle of four (4) consecutive eight (8) hour work days followed by two (2) consecutive days off.

## SECTION 2 - PROSECUTION AND JUVENILE 5 & 2 SCHEDULE

~~Effective July 1, 1987, the Prosecution Officer and the Juvenile Officer~~ All 5 & 2 Officers shall both be assigned to a work cycle consisting of a seven (7) day cycle of five (5) consecutive eight (8) hour work days (Monday through Friday) followed by two (2) consecutive days off (Saturday and Sunday) and they shall receive an additional ~~six (6)~~ twelve (12) days off plus ~~twelve (12)~~ thirteen (13) holidays per year. The Chief of Police, in his/her discretion, may assign other members of the Police Department to the seven (7) day cycle if they perform special duties which require a minimum of sixteen (16) hours of specialized training.

## SECTION 3 - SUBSTITUTIONS

The right to substitute at any time shall be permitted, provided, however, that permission to substitute shall be obtained from the Chief of Police, or from the officer in charge of the shift affected by the substitution with the approval of the Chief of Police. In the event a Regular Officer is unable to obtain another Regular Officer or Probationary Officer as a substitute, he/she shall be permitted to substitute with a qualified Special Officer to be designated by the Chief of Police.

## SECTION 4 - OVERTIME

All hours worked in excess of four (4) consecutive eight (8) hour days actually worked and in excess of eight (8) hours in any one day actually worked shall be compensated at a rate of time and one-half. Sick leave and bereavement shall not be considered as hours worked. The officer, if ordered back to work, shall receive time and one-half pay. Ordered back means being directed to return to work by a superior officer and not shift fill-ins or other such fill-ins through normal seniority. This does not include details.

If an officer is ordered to work on one of his regularly scheduled days off, then he/she shall not be subject to being ordered on his/her other regularly scheduled day off. If a vacancy arises and the most junior officer has already been ordered to either of his first or second regularly scheduled day off, then the next most junior officer shall be ordered to the vacancy.

## TWO SHIFTS IN ONE DAY

No officer shall work more than two (2) consecutive work shifts in any twenty-four (24) hour period except if there is an emergency declared by the State of Rhode Island or the Town. Details are excluded from the two (2) consecutive shift within twenty-four hour requirement.

#### SECTION 5 - CALL BACK PAY

Regular members called back to duty during emergencies shall be compensated for a minimum of four (4) hours work regardless of the time actually spent on duty. The pay for this time shall be at the overtime rate of pay hereinbefore set forth.

#### SECTION 6 - OTHER DUTY

The Town agrees that police officers will not be detailed to other departments of the Town except in performance of police duties.

#### SECTION 7 - RESPONSE PRIOR TO DUTY

If an officer is in police headquarters preparing for duty on the following work shift and he/she is ordered to respond to a call for service, prior to his/her regularly assigned shift, he/she shall be compensated at the rate of time and one-half for whatever additional time he/she works.

#### SECTION 8-VIN CHECK DUTY

VIN or vehicle identification number checks will only be conducted at the East Greenwich Police Department on the following days:

##### DAYS

Tuesdays

Thursdays

Saturdays

##### HOURS

09:00-12:00 hours

16:00-19:00 hours

13:00-17:00 hours

## ARTICLE 10

### SECTION 1 - REGULAR OFFICER PREFERENCE

It is hereby agreed that Regular Officers and Probationary Officers of the Police Department shall be given preference and the right to work overtime whenever the need arises, and further that Special Officers may be used in the event no Regular Officers or Probationary Officers are available.

## ARTICLE 11

### SECTION 1 - COLLECTIVE BARGAINING AND NEGOTIATING COMMITTEE

All employees covered by this Agreement who are duly elected officers of Local Number 472, International Brotherhood of Police Officers, or who are appointed as members of said Union's Collective Bargaining and Negotiating Committee, not to exceed four (4) employees, shall be allowed time off with pay for official Union Business in negotiations and/or conferences with the Town Administration when such business is reasonably required to be conducted during working hours.

## ARTICLE 12

### SECTION 1 – REGIONAL MEETING. I.B.P.O.

It is agreed by the parties hereto that the President of Local Number 472, International Brotherhood of Police Officers, shall be allowed five (5) days off per annum, without being deducted from the individual's vacation time, without loss of pay, or being required to make up said time, to attend noon Regional meetings of the International Brotherhood of Police Officers.

### SECTION 2 - TRI-ANNUAL CONVENTION. I.B.P.O.

It is agreed by the parties hereto that one employee covered by this Agreement who is duly elected as a Delegate of Local Number 472, International Brotherhood of Police Officers, shall be allowed five (5) days off, without being deducted from the individual's vacation time, without loss of pay or being required to make up said time, to attend the Tri-Annual Convention of the International Brotherhood of Police Officers.

### SECTION 3 - UNION BULLETIN BOARD

The Town of East Greenwich agrees to provide an exclusive and dedicated area for the purpose of having a union bulletin board accessible to all members of Local Number 472 of the International Brotherhood of Police Officers.

### ARTICLE 13

#### SECTION 1 - REVIEW OF PERSONNEL FILE

Each officer of the Police Department shall have the privilege of a periodic review of his/her personnel file.

### ARTICLE 14

#### SECTION 1 - MEMBER MATERIALS

Each member of the Police Department shall be provided a copy of this Agreement, the Rules and Regulations Governing the Police Department, a copy of all Town Ordinances concerning the Police Department, and a copy of all Town Ordinances for which the Police Department is responsible for enforcement thereof. Additionally, it shall be the responsibility of the Administration to provide each member with any and all amendments to the Town Ordinances within thirty (30) days after their adoption by the Town Council.

It is further agreed that the Town will provide up-to-date Motor Vehicle Code Books for all regular members of the Police Department.

### ARTICLE 15

#### SECTION 1 - UNIFORMS AND ALLOWANCE

All Police Officers, including Special Officers, shall wear at all times a standard and similar uniform.

Effective July 1, 2012 the clothing allowance shall be \$925.00 for both the uniformed officers and detectives.

All expenditures shall be kept on a card file available to the officer. New officers will receive a complete uniform and equipment issue. Officers may purchase uniforms and accessories wherever desired, as long as the uniforms purchased are standard in color, grade and material. The Chief of

Police may require visible proof of any purchase. The Town of East Greenwich shall replace all uniform equipment and clothing damaged in the line of duty.

Any officer who receives a promotion in rank shall be compensated for the extra cost in the change of uniform.

Any officer, upon being permanently assigned to the investigation division, shall receive, in addition to a clothing allowance, \$200.00 to purchase clothing in the same manner as previously stipulated, first year only.

Any new officer appointed shall not receive clothing allowance for a period of twelve (12) months from the date of appointment. The allowance due at the conclusion of such period shall be prorated on the basis of the number of months remaining in the Town's fiscal year, i.e., allowance divided by twelve (12), times the number of months remaining in such fiscal year.

## SECTION 2 - UNIFORM MAINTENANCE ALLOWANCE

Commencing July 1, 2012 each regular uniformed officer and each detective shall receive an annual uniform maintenance allowance in accordance with the following schedule:

### Class

Regular Uniformed Officer \$1,000.00 per year

Detectives (Plain Clothes) \$1,000.00 per year

The uniform maintenance check shall be issued on the first pay period in August. The initial uniform maintenance allowance of any new officer appointed shall be prorated on the basis of the number of months remaining in the Town's Fiscal Year.

## SECTION 3 - DRESS BLOUSE

The Dress Blouse shall be worn only upon the order of the Chief of Police who shall take into consideration, when making such a decision, the existing weather conditions and location of assignment.

## SECTION 4 - DETECTIVE DIVISION TRANSFERS

Any member transferred from the Detective Division to the Uniform Division after three (3) years will be reissued a complete new uniform at the Town's expense provided that every member of the Detective Division maintains one standard uniform of the Police Department for use on Special Details or Extra Duty at funerals and for parades.

## ARTICLE 16

### SECTION 1 - HOLIDAYS

The following shall be paid holidays for all regular members of the Police Department:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Easter Sunday	On Date observed
R.I. Independence Day	May 4
Police Memorial Day	May 15th
Decoration Day	Last <del>Day</del> <u>Monday</u> in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	On Date observed
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

### SECTION 2 - HOLIDAY PAY

Holiday pay shall be ten (10) hours of the employee's weekly salary and shall be paid over and above the weekly salary whether he/she works or not. Officers who are required to work on a holiday as set forth in Article 16, Section 1, shall be paid at the rate of time and one-half for the hours actually worked, in addition to ten (10) hours holiday pay.

Officers may elect to receive Ten (10) hours compensatory time in lieu of receiving holiday pay if they choose to take the holiday off or they are on a scheduled day off.

Officers may elect to receive twelve (12) hours compensatory time if they choose or are ordered to work the holiday in lieu of receiving holiday pay.

Effective July 1, 2020, Holiday pay shall be ~~ten (10)~~ twelve (12) hours of the employee's weekly salary and shall be paid over and above the weekly salary whether he/she works or not. Officers who



are required to work on a holiday as set forth in Article 16, Section 1, shall be paid at the rate of time and one-half for the hours actually worked, in addition to ~~ten (10)~~ twelve (12) hours holiday pay.

Officers may elect to receive ~~Ten (10)~~ twelve (12) hours compensatory time in lieu of receiving holiday pay if they choose to take the holiday off or they are on a scheduled day off.

Officers may elect to receive twelve (12) hours compensatory time if they choose or are ordered to work the holiday in lieu of receiving holiday pay.

## ARTICLE 17

### SECTION 1 - VACATIONS

~~Members of the Police Department shall be entitled to a vacation period as follows:~~

- ~~1. — Upon completion of at least twelve (12) months service, twelve (12) working days;~~
- ~~2. — Upon completion of five (5) years, sixteen (16) working days;~~
- ~~3. — Upon completion of ten (10) years, twenty (20) days;~~
- ~~4. — Upon completion of fifteen (15) years, twenty four (24) working days;~~
- ~~5. — Upon completion of twenty (20) years, twenty eight (28) working days.~~

### SECTION 1 – VACATIONS

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- ~~1. — Upon completion of at least twelve (12) months service, twelve (12) working days;~~
- ~~2. — Upon completion of five (5) years, sixteen (16) working days;~~
- ~~3. — Upon completion of ten (10) years, twenty (20) days;~~
- ~~4. — Upon completion of fifteen (15) years, twenty four (24) working days;~~
- ~~5. — Upon completion of twenty (20) years, twenty eight (28) working days.~~

## SECTION 1 - VACATIONS

Effective July 1, 2018, Members of the Police Department shall be entitled to a vacation period as follows:

1. Upon completion of at least twelve (12) months service, thirteen (13) working days;
2. Upon completion of five (5) years, seventeen (17) working days;
3. Upon completion of ten (10) years, twenty-one (21) days;
4. Upon completion of fifteen (15) years, twenty-five (25) working days;
5. Upon completion of twenty (20) years, twenty-nine (29) working days.

Vacation assignments shall be offered by seniority. Officers shall be allowed to bid for two (2) separate vacation blocks of up to eight (8) consecutive working days per block. The vacation selections shall be conducted in December of the previous year between December 1 and December 20th. No more than one (1) supervisor and one (1) officer per shift will be allowed vacation time in accordance with this procedure. ~~This change in the vacation selection shall take effect commencing December 2016.~~ Vacations of at least one week or more that are not requested on or before December 20<sup>th</sup> of the previous year shall be allowed to be taken at any time during the year with the approval of the Chief of Police with at least a two (2) week notice. Single vacation days shall only require one (1) week notice.

Members shall take all vacation time beginning January and ending in December, except such vacation time as is carried over in accordance with Section 3.

New members of the Department shall not be eligible for vacation until they have served for at least twelve (12) months. Officers shall accrue vacation from one (1) year to be taken the following year. If employed after October 1 of any year, they shall be allowed to take accumulated vacation beginning the January after the completion of the first full years of employment. Vacation shall accrue on the basis of two-thirds of a day's vacation for each month worked from October to December, but not to exceed two (2) working days.

## SECTION 2 - UNUSED VACATION

Any officer may opt to sell back to the Town, the maximum of sixteen (16) days of unused vacation. Payment shall be at the rate of straight time the officer's normal rate of hourly pay. Payment shall be made on the last period of the calendar year.

## SECTION 3 - VACATION CARRYOVER

Any officer may opt to carryover up to ten days vacation from one calendar year to the next. Provided the Chief of Police shall be specifically charged with the approval of the scheduling of this vacation "carryover" to assure that the staffing requirements of the Department are maintained at levels satisfactory to his/her determinations and contractual requirements, but without the necessity of overtime payments.

## ARTICLE 18

### SECTION 1 - LONGEVITY PAY

Commencing July 1, 1994 regular members of the Police Department shall receive longevity pay based upon terms of service in the full time employ of the Police Department as follows. Percentages are based on annual salary only.

<u>SERVICE</u>	<u>RATE</u>
Upon completion of 3 years	3.5%
Upon completion of 5 years	6.5%
Upon completion of 10 years	8.0%
Upon completion of 15 years	9.0%
Upon completion of 20 years	9.5%
Upon completion of 25 years	10.0%

Effective July 1, 2012 all new officers hired after July 1, 2012 shall have the schedule which shall be at a fixed amount.

Department as follows. Fixed amounts:

<u>SERVICE</u>	<u>RATE</u>
Upon completion of 5 years	\$2,000
Upon completion of 9 years	\$2,500
Upon completion of 12 years	\$3,000
13 to 20 years	\$4,000
21 years	\$5,000

Commencing July 1, 2001, completion of years must fall within the calendar year of payment (January 1 through December 31). Any officer who separates from the Town of East Greenwich shall receive their Longevity pro-rated.

Longevity pay shall be disbursed on the first pay period of December.

## ARTICLE 19

### SECTION 1 - COURT TIME WAGES

The Town of East Greenwich, through the Chief of Police, shall pay court time wages to all members of the Police Department who appear in Court to prosecute criminal charges regardless of where the Court may be located, and the Chief of Police shall make demand for such payment upon attorneys in private civil matters who require time appearance of police officers of the Police Department of the Town of East Greenwich in such civil cases.

### SECTION 2 - MILEAGE REIMBURSEMENT

When a member of the Police Department covered by this Agreement, as part of his/her duties, must attend Court on behalf of the Town, as listed above, he/she shall be provided a vehicle or shall be compensated for using his/her own vehicle at the current I.R.S. rate. Proper verification for the reimbursement shall be given by the Officer to the Chief of Police before payment can be made.

## ARTICLE 20

### SECTION 1 - WAGE/SALARY SCHEDULE

0% Salary Increase July 1, 2019

2.0% Salary Increase July 1, 2020

2.0% Salary Increase July 1, 2021

July 1, 2019 (0% SALARY INCREASE)

Regular police officers of the Police Department of the Town of East Greenwich shall be paid in accordance with the following salary schedule:

<u>CLASS</u>	<u>WEEKLY SALARY</u>	<u>ANNUAL SALARY</u>
3rd Class Officer	\$1,046.73	\$54,429.93
2nd Class Officer	\$1,117.32	\$58,100.55

(After completion of six (6) months of service as a 3rd Class Officer)

1st Class Officer	\$1,187.72	\$61,761.19
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(After completion of six (6) months of service as a 2nd Class Officer)

Detective Patrolman	\$1,235.59	\$64,250.49
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Sergeant	\$1,306.03	\$67,913.36
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Detective Sergeant	\$1,358.41	\$70,637.41
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Lieutenant	\$1,424.34	\$74,065.54
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Detective Lieutenant	\$1,482.32	\$77,080.73
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July 1, 2020 (2% SALARY INCREASE)

Regular police officers of the Police Department of the Town of East Greenwich shall be paid in accordance with the following salary schedule:

<u>CLASS</u>	<u>WEEKLY SALARY</u>	<u>ANNUAL SALARY</u>
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3rd Class Officer	<u>\$1,067.66</u>	<u>\$55,518.53</u>
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2nd Class Officer	<u>\$1,139.66</u>	<u>\$59,262.56</u>
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(After completion of six (6) months of service as a 3rd Class Officer)

1st Class Officer	<u>\$1,211.47</u>	<u>\$62,996.41</u>
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(After completion of six (6) months of service as a 2nd Class Officer)

Detective Patrolman	<u>\$1,260.30</u>	<u>\$65,535.50</u>
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Sergeant	<u>\$1,332.15</u>	<u>\$69,271.63</u>
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Detective Sergeant	<u>\$1,385.58</u>	<u>\$72,050.16</u>
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Lieutenant	<u>\$1,452.82</u>	<u>\$75,546.85</u>
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Detective Lieutenant	<u>\$1,511.97</u>	<u>\$78,622.34</u>
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July 1, 2021 (2% SALARY INCREASE)

Regular police officers of the Police Department of the Town of East Greenwich shall be paid in accordance with the following salary schedule:

<u>CLASS</u>	<u>WEEKLY SALARY</u>	<u>ANNUAL SALARY</u>
3rd Class Officer	<u>\$1,089.02</u>	<u>\$56,628.90</u>
2nd Class Officer	<u>\$1,162.46</u>	<u>\$60,447.81</u>
(After completion of six (6) months of service as a 3rd Class Officer)		
1st Class Officer	<u>\$1,235.70</u>	<u>\$64,256.34</u>
(After completion of six (6) months of service as a 2nd Class Officer)		
Detective Patrolman	<u>\$1,285.50</u>	<u>\$66,846.21</u>
Sergeant	<u>\$1,358.79</u>	<u>\$70,657.06</u>
Detective Sergeant	<u>\$1,413.29</u>	<u>\$73,491.16</u>
Lieutenant	<u>\$1,481.88</u>	<u>\$77,057.79</u>
Detective Lieutenant	<u>\$1,542.21</u>	<u>\$80,194.79</u>

Regular police officers of the Police Department of the Town of East Greenwich shall be paid in accordance with the following salary schedule:

ARTICLE 21

SECTION 1 – RETIREMENT AND PENSIONS

Commencing July 1, 1989, the Town of East Greenwich will provide the 20 year Retirement Program as provided in accordance with Rhode Island General Laws, 45-21.2-22.

## SECTION 2 - COST OF LIVING ADJUSTMENT

In accordance with the Resolution adopted by the Town Council on December 21, 1995, the Town of East Greenwich will provide the Cost of Living Adjustment, Plan C, in accordance with Rhode Island General Laws 45-21-52.

## SECTION 3 - NOTICE

Whenever an Officer plans to retire, one must submit a letter of one's intent to retire by the end of March of the fiscal year preceding retirement. If one fails to submit the letter, he/she shall not receive payment for unused sick leave per Article 22, Section 7, until the following July of the next fiscal year after retirement.

## ARTICLE 22

### SECTION 1 - BEREAVEMENT LEAVE

- (a) In the event of death of a father, mother, wife, husband, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-child, step-brother, step-sister, foster parents or foster children of the employee or the employee's spouse, domestic partner, such employee shall be entitled to leave of absence with pay from the time of notification of the death, not to exceed four (4) working days.
- (b) In the event of death of an aunt, uncle, cousin, niece or nephew, related by blood, or a brother-in-law or sister-in-law, the employee shall be entitled to leave of absence with pay from the time of notification of the death, not to exceed two (2) working days.

The Town of East Greenwich shall not be required to replace the officer with regular police officers, but may hire special police officers for such replacement. The Chief of Police may require evidence as to the need for the presence of the police officer in the home by way of a medical certificate or similar document.

### SECTION 2 - INOCULATION EXPENSE

The Town of East Greenwich agrees to pay all expenses for inoculation of members of a police officer's family residing in his/her household when necessary as a result of the officer's exposure to contagious disease in the line of duty.

### SECTION 3 - PERSONAL DAYS

~~With the approval of the Chief of Police, or, in case of his/her absence or unavailability, the Officer-in-Charge, any regular member of the Police Department (when sufficient manpower exists and upon one (1) day's notice) will be entitled to take two (2) personal days off per fiscal year without loss of pay.~~

The Town agrees to provide two (2) personal days off to all members of the East Greenwich Police Department. These days can be used at any time. Each member shall receive their allotted two (2) personal days on July 1 of each calendar year and must use all personal days prior to the end of the following June. Any member not using these two (2) days shall not be allowed to carry unused personal days over to the next calendar year. Personal days cannot be used on any Holidays as specified in Article 16 including Christmas Eve and New Years Eve.

### SECTION 4 - LIFE INSURANCE POLICY

The Town of East Greenwich agrees to carry at its own expense and effective on July 1, 2003 a twenty (20) year Term Life Insurance Policy on all regular members of the Police Department with accidental death benefits, double indemnity, at a value of \$50,000 100,000 per regular member; said \$50,000 100,000 value to be reduced to \$25,000 50,000 upon retirement of any member from the Police Department with service credit of twenty (20) years or more. The Town shall provide a copy of the Life Insurance Policy to every member covered under this agreement. In the event the Town changes life insurance companies, members will be provided with an updated copy.

### SECTION 5 - MEDICAL INSURANCE

~~For fiscal year 2013, t~~The Town agrees to provide health insurance according to the HealthMate Coast to Coast Coinsurance Plan 500 DED 100/80 VAR 15.15.15.75 with all current co-pays in effect. Effective July 1, 2013 the Town of East Greenwich agrees to carry and pay for accidental health insurance policy covering each regular member of the Police Department and his or her family by providing coverage in an amount no less than that provided by Blue Cross Blue Solutions



for HSA \$2000/\$4000 or Blue Cross HealthMate HDHP for HRA \$2000/\$4000. A copy of said benefits is attached hereto as Exhibit A.

Medical coverage for current members of the Police Department who may retire in accordance with the Retirement Act prior to age 65 will be provided either of the two HDHP Plans. Any employee hired after July 1, 2019, must be employed by the Town for twenty (20) years to receive any healthcare benefits. The Town shall pay 3.3% for each year of the Town employment towards the cost of the medical and dental program then in effect at the time of their retirement for any retired employee with a minimum of twenty (20) years with the Town. Notwithstanding the aforementioned, the Town shall pay 100% of the cost of the healthcare when the member reaches their normal retirement eligibility. Normal retirement shall mean 25 years at age 50 or 27 years regardless of age. This normal retirement shall be subject to change under the Rhode Island Municipal Employee's Retirement System for Police Officers.

Any Officer who receives an Accidental Disability Pension shall be treated as if they had worked the requisite amount of years to qualify for health coverage at 100% of the Town's expense.

Upon reaching age 65 or the age which qualifies for Medicare benefits, the Town agrees to pay for Blue Cross Blue Shield Plan 65 for the retiree and other qualified family members, and also to said accident and health care coverage for qualifying family members. The Town's payment shall be capped at \$250.00 per month. All costs above \$250.00 per month shall be borne by the retiree or other qualified member.

Effective for individuals retiring after 7-1-93 with their existing plan, the Town's obligation to provide health care coverage for a retiree shall continue until the retiree or his/her spouse is enjoying accident and health care coverage from another employer. If the accident and health care coverage enjoyed from the new employer provides coverage in an amount less than that provided by the Town plan, the Town shall pay to the accident health care provider the additional premium required to provide medical benefits not less than provided by the Town plan. If the accident and health care program enjoyed from the new employer of the retiree or his/her spouse ceases to be provided at any time before the retiree becomes eligible for Medicare, then the Town's obligation to pay for accident and health care coverage as aforesaid shall resume.

Effective for individuals retiring after 7-1-93, each year, employees who are on pension shall be required to sign an affidavit as to any medical coverage they or their spouse may have. Such

affidavit shall be in a form approved by the Town and shall be submitted to the Human Resource Director no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Finance Director in a timely fashion after receiving 30 days written notice from the Town by certified mail, return receipt requested, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

Effective July 1, 2013, the following below listed changes shall take effect which include changes in co-pay amounts and the participation in the Health Saving Account (HSA) which shall include the below listed negotiated terms.

#### Health Saving Account (HSA)

In addition to the health insurance benefits in effect including the Coast to Coast PPO Plan, as well as those benefits described in Exhibit A attached hereto, the following terms and conditions shall apply to all regular members who currently are paying a 20% co-pay presently.

1. Employees with a family or individual health insurance plan shall pay, by payroll deduction, a pre-taxed 20% co-pay for the 2016-2019 contract years. Officers who are currently not paying a co-pay will continue not paying for the 2016-2019 contract years.
2. Effective July 1, 2013 the Town of East Greenwich and the Union agree to participate in a Health Saving Account (“HSA”) Blue Cross HealthMate Coast to Coast PPO HDHP Plan with the following terms. The below listed co-pays are for those officers who currently are paying a 20% co-pay and not for those officers who currently have no co-pay.

a) Family HSA: This HSA Blue Cross HealthMate Coast to Coast PPO HDHP Plan shall include a \$4,000 annual deductible, of which the Town contributes 50% of deductible (\$2,000) on behalf of the member to a member’s private HSA. The Town further agrees to front load the employee’s portion of the deductible (\$2,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.

b) Individual HSA: This HSA Blue Cross HealthMate Coast to Coast PPO HDHP Plan shall include a \$2,000 annual deductible, of which the Town contributes 50% of deductible (\$1,000) on behalf of the member to a member’s private HSA. The Town further agrees to front load the

employee's portion of the deductible (\$1,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,000 per year for the individual medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.

c) Effective FY-13, for those employees not selecting the HSA Plan and subscribing to the HDHP for the HRA \$2000/\$4000 plan, the Town will self-insure the first 50% of the deductible with the balance being the responsibility of the member.

d) Any employee leaving within five months of the beginning of the fiscal year shall have any remaining co-pay not repaid, deducted from his last payroll/vacation/sick check.

3. Effective July 1, 2013, Officers who currently have no co-pay shall start paying a co-pay based upon the following schedule:

2013-2014 HSA/HRA Family Plan Co-pay	2013-2014 SA/HRA Individual Plan Co-pay
\$1,040.00 per year toward deductible	\$520.00 per year toward deductible
2014-2015 HSA/HRA Family Plan Co-pay	2014-2015 HSA/HRA Individual Plan Co-pay
\$1,500.00 per year toward deductible	\$750.00 per year toward deductible

#### SECTION 6 - DELTA DENTAL PLAN

The Town of East Greenwich agrees to carry and to pay for a dental insurance policy covering each regular member of the Police Department and his/her family. Such policy shall provide coverage in an amount not less than that provided by Delta Dental, Basic First Level, and Delta Dental, Levels II, III, IV. The annual maximum allowance is \$1,500.00. Composite filling rider shall be included.

With regard to individuals hired by the Town after June 30, 1996 the Town will pay 80% of the above benefit. In addition for said individuals hired after June 30, 1996, there shall be a \$50 per person, \$150 per family annual deductible on Level II, Level III and Level IV treatment. The above benefits shall be provided in accordance with the rules, regulations, terms and conditions of the company with whom the policy is carried.

## SECTION 7 - SICK LEAVE

Commencing July 1, 1993 all employees shall receive sixteen (16) days sick leave per year, accumulative to a maximum of 300 days. If an officer works more than four (4) hours in a day and must leave work due to illness, he/she will not be charged for sick leave. Should an officer work four (4) hours or less in a day and leave work due to illness, he/she will be charged for 1/2 day of sick leave.

In the event of serious illness in the household of an officer, and upon direction of the family physician and in writing to the Chief of Police, such officer shall be granted leave for attendance upon members of the immediate family whose illness requires the personal care of the officer (because there are no other members of the household to provide this personal care). Sick time will be deducted from the officer's sick leave bank for use of such family sick leave.

If an officer takes sick or sick in family leave of five (5) days or less per year, they will receive five (5) days off with pay (compensatory time) as approved by the Chief of Police. Five (5) days referenced above shall be taken in the following fiscal year.

Upon completion of twenty (20) years of service as a Police Officer in the Police Department and retirement or disability retirement, an Officer shall be paid for 50% of their unused accumulated sick leave days.

In the event that an officer has been charged with a felony, as of the date of retirement, the Town shall hold in escrow that portion attributable to sick leave days accumulated after the offense date as listed in the indictment or complaint. The officer shall not receive payment of said escrowed sum until said charge is dismissed or he/she is acquitted.

In the event the Chief of Police perceives a pattern of sick leave abuse, he/she may require any member of the Police Department who absents himself/herself from duty because of a medical problem to produce, after six (6) sick leave days in any calendar year a certificate from a medical doctor stating the nature of his/her illness.

In the event an officer is on vacation and becomes ill, the vacation shall continue to be in effect. Sick leave shall not become effective until the vacation days have expired.

All officers shall pay into the TDI benefit.

## SECTION 8- ILLNESS AND INJURIES

- a. Members of the East Greenwich Police Department who shall contract illness or sustain injury in the line of duty shall benefit as provided in Title 45, Section 19, of the General Laws of the State of Rhode Island, 1956 as amended.
- b. Any member covered by paragraph (a) of this section shall be permitted the physician of his or her choice and the hospital of his or her choice, or if his condition prevents him from making such a decision, the choice shall be made by his nearest relations available at the time.
- c. Any injury, whether treated or not, shall become a permanent part of the record of the EGPD. Any worsening of an injury shall entitle a member to all the benefits of this article if the law is applicable. All injuries, illnesses or recurrences thereof alleged to be connected to the performance of a member's police duty, the Town may reasonably require that a member submit to physical or mental examinations or re-examinations to
- d. determine casual relationship, diagnosis, prognosis, or whether or not a member is ready to return to duty.
- e. In the event of a dispute as to the nature, extent or causation of an injury, illness or recurrence thereof, it shall be resolved in the following manner, during which time the officer will remain on R.I.G.L. 45-19-1 until a decision is rendered by a neutral physician or arbitrator:

A physician designated by the Town and a physician designated by the I.B.P.O. shall select a neutral physician to examine the police officer and review all relevant medical records. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three physicians shall be controlling; provided however, that the Town or I.B.P.O. shall have the right to have determination reviewed by a single arbitrator in accordance with the Arbitration Rules of the American Arbitration Association. An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty, shall be prohibited from engaging in outside employment while said incapacity exists if it substantially impedes recovery.

## SECTION 9- LIGHT DUTY POLICY

An injured officer, an officer out sick, or an officer who is temporarily disabled in any circumstances as a result of an on the job injury where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may be required to work light duty status. An injured officer, an officer is out sick, or an officer who is temporarily disabled in any circumstance as a result of a non on the job injury where he/she is determined capable of performing light duty assignments, may choose to work light duty. Provided the following holds true for both on duty and off duty temporary disabilities:

1. Capability to perform light duty shall be determined by the officer's physician.
2. An officer may request from the Chief of Police to be placed on light duty. However, prior to reporting to light duty, the officer must be informed in writing of the type of work he/she must do while on light duty. The officer's physician will use this work description to determine the officer's eligibility for light duty.
3. Light Duty assignments shall in no way impede the officer's recovery. The officer shall have no contact with arrestees while on light duty.
4. While on light duty, the officer shall be assigned to his/her regular shift unless there is a medical necessity for the officer to be assigned to another shift. The officer's dress will be business casual as determined by the Chief of Police. Whether or not the officer is capable of carrying his/her service weapon will be determined by his/her physician.
5. No officer shall be required to leave the station while on light duty.
6. The officer must be granted time off for doctor's visits or therapy.
7. All light duty assignments are strictly temporary in nature and shall not exceed eighteen (18) consecutive months.
8. Officers on temporary light duty are prohibited from engaging in outside employment, if such employment would impede the officer's recovery.
9. Officers will be allowed to appear in court if cleared to do so by their attending physician.
10. Temporary light duty in no way will restrict the officer from exercising his/her rights under the Federal Medical Leave Act or the Rhode Island Parental and Family Medical Leave Act.

11. No Officer on light duty shall be allowed to work overtime.

12. It is not the intent of this section to in any way circumvent the terms of R.I.G.L. 45-19-1, as amended.

#### SECTION 8~~10~~ - PRESENT BENEFITS

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to police officers covered by this Agreement and shall be made a part hereof.

#### ARTICLE 23

#### SECTION 1 - FITNESS STANDARDS

For officers hired after July 1, 2001, the Chief of Police shall establish a minimum physical fitness standards policy as set forth herein and attached thereto as Exhibit B, which must be maintained by the officer as a condition of employment.

#### ARTICLE 24

#### SECTION 1 - POLICE CARS

All police cars shall be equipped with a dome light over the front seat of the car, a first aid kit and the window and door handles shall be removed from the rear doors.

Commencing July 1, 1988 all newly acquired police vehicles shall be equipped with electric door locks, electric windows and key-a-like units. Each officer shall be issued one key each which fits all marked patrol vehicles.

#### SECTION 2 - TRAFFIC FLOW

Whenever road construction interferes with the normal flow of traffic over a highway within the Town of East Greenwich, the Chief of Police shall make a determination of whether or not the presence of a police officer is needed to control the traffic flow. In the event that a police officer is needed, the contractor responsible for the construction shall be required to pay for the services of a police officer at the Special Detail rate.

## ARTICLE 25

### SECTION 1 - SCHOOL TRAVEL EXPENSE

When a member of the Police Department covered by this Agreement is requested or ordered by the Chief of Police to attend a school, he/she shall be compensated at the current I.R.S. rate, for the use of his/her personal vehicle if used, measurement of mileage to be computed from the Police Department Headquarters in the Town House to the school site, and, further, that such school attendee shall be reimbursed for meal costs per day not exceeding seven dollars (\$7.00) per day upon presentation to the Chief of Police a paid receipt for any meal purchased. When school attendance requires overnight stay, meal reimbursement shall be twenty-one (\$21 .00) dollars per day.

In lieu of mileage reimbursement, the Town may provide a Town Vehicle.

## ARTICLE 26

### SECTION 1 - PERSONAL PROPERTY

When a member of the Police Department covered by this Agreement shall be in the line of duty have any article of his personal property, lost, damaged or destroyed, exclusive of personal papers, credit cards, charge account plates or cash in excess of ten dollars (\$10.00), he/she shall have said item repaired or replaced within 45 days from the date the loss or damage claim is submitted to the Chief of Police. If the item in question is deemed non-repairable or lost, then the item shall be replaced with a similar model of equal value, or one equal thereto of another brand, provided said member submits proof of purchase for the value stated in the form of a receipted sales slip from the vendor thereof to the Chief of Police so as to establish the true value and model of the item or items in question. Final determination as to value and the decision as to repair or replacement shall be the responsibility of the Chief of Police whose final decision in the matter of claim shall be binding and final on the parties involved thereto.



## ARTICLE 27

### PARENTAL LEAVE

#### SECTION 1 - DURATION

An Employee may elect parental leave for a period of thirteen (13) weeks commencing with the date of birth of a child or adoption of a child under the age of sixteen (16) by the Employee or the Employee's spouse. Parental leave shall be without pay or credit toward seniority. Parental leave shall be granted in accordance with all applicable federal and state laws.

With the approval of the Town Manager, an employee may extend leave granted for the birth or adoption of a child up to six (6) months from date of birth or adoption. Said leave shall be without pay, benefits or credit toward seniority.

#### SECTION 2 - RETURN TO WORK

Upon his or her return from a thirteen (13) week leave or less, the Employee shall be placed in the assignment he or she left. Upon his or her return from a leave longer than thirteen (13) weeks, the Employee shall be placed in the assignment that she or he left if the position is still open and, if the position that she or he left is not open, the Employee shall be placed in as nearly comparable a position as is available. Upon return, all unused benefits accrued prior to said leave shall be credited to the Employee.

## ARTICLE 28

### MATERNITY LEAVE

#### SECTION 1 - DURATION

Maternity leave shall be for the period of time during the Employee's pregnancy in which she is physically disabled by reason of pregnancy from performing her duties as an Employee and extending until the Employee is physically able to perform her duties as an Employee.

Normally maternity leave shall commence on the date of delivery and terminate eight (8) weeks after delivery. If the Employee seeks to begin maternity leave prior to delivery or extend it beyond eight (8) weeks from delivery, she must file with the Town Manager a physician's letter stating that the Employee is physically disabled from performing her job duties during such time period. The

Employee may return less than eight weeks after delivery if she is physically able to perform her job duties.

#### SECTION 2 - NOTIFICATION

The Employee must notify the Town Manager at least thirty (30) days in advance of her intention to take maternity leave unless prevented by medical emergency. The Employee must also notify the Town Manager within thirty (30) days after the termination of the pregnancy of the estimated date when she will be able to return to her duties, unless prevented by medical emergency from doing so.

#### SECTION 3 - PAYMENT

While absent on maternity leave, the Employee, if so certified by her Doctor, shall be entitled to use temporary disability insurance (TDI) for any time she is unable to work for medical reasons. It is agreed that pregnant employees who have exhausted their TDI may utilize their accrued sick leave. If the pregnant employee exhausts the TDI and the accumulated sick leave, then the remainder of the maternity leave shall be without pay. Benefits will be continued if the Employee elects parental leave to the extent benefits are provided by Article 27, Parental Leave. The Employee must return from maternity leave as soon as she is physically able to perform her duties. If the Employee seeks to extend maternity leave beyond eight (8) weeks, the Town Manager shall have the right to obtain a second qualified medical opinion as to the Employee's inability to perform her job duties. Such opinion shall be at the Town's expense.

#### SECTION 4 - RETURN TO WORK

Upon her return, the Employee shall be placed in the assignment that she left, if the position is still open, and if the position that she left is not open, the Employee shall be placed in as nearly comparable a position as is available.

### ARTICLE 29

#### DEATH IN THE LINE OF DUTY

In the event of a Line of Duty, the Town shall pay for the burial costs of the deceased officer. The amount of the burial costs shall not exceed ten thousand (\$10,000.00) dollars.

ARTICLE 30

SEVERABILITY OF PROVISIONS CLAUSE

If any provision of this Agreement is ruled to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 31

SECTION 1 - DURATION OF THIS AGREEMENT

This agreement shall be in full force and effect from July 1, ~~2016~~2019 to June 30, ~~2019~~2022. This is the entire Agreement between the parties and may be amended, added to or modified only by further written Agreement signed by both parties. If either party hereto wishes to amend this Agreement, a written notice must be given to the other party of its intention to amend at least one hundred and twenty (120) days prior to the last day on which money can be appropriated by the Town of East Greenwich.

IN WITNESS WHEREOF, the said Town of East Greenwich has caused this instrument to be executed and its corporate seal to be affixed, by the Town Manager thereunto duly authorized by the Town Council of the Town of East Greenwich as of the day and year first above written, and the said Local Number 472, International Brotherhood of Police Officers, has caused this instrument to be signed by its President, thereunto authorized as of the day and year first above written.

TOWN OF EAST GREENWICH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Manager

In the presence of:

\_\_\_\_\_  
Town Clerk

APPROVED TO FORM:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Solicitor

INTERNATIONAL  
BROTHERHOOD OF POLICE  
OFFICERS, LOCAL 472

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Saccoccia

\_\_\_\_\_  
Date

\_\_\_\_\_  
IBPO President

#### **EXHIBIT A - HEALTH INSURANCE BENEFITS**

See Healthcare Booklet Blue Cross Health Mate Coast to Coast PPO

The Town of East Greenwich will agree that the healthcare Coast to Coast that is currently covered under the present benefit package will be in effect from July 1, 2012 until June 30, 2013 and beginning July 1, 2013 the benefits that are described in the benefit package Blue Cross Blue Shield Healthmate Coast to Coast PPO HDH Savings Account will then take effect.

#### **EXHIBIT B -USE OF COMP-TIME**

In order to establish clear parameters for the use of comp-time within the East Greenwich Police Department and to conform to the Fair Labor Standards Act, the following procedure shall be observed:

Officers who have accumulated comp-time will be allowed use of said comp-time when:

a. Sufficient manpower exists as described in the collective bargaining agreement between the Town of East Greenwich and Police Personnel. An officer cannot be bumped or cancelled from his/her comp-time within twenty-four hours of when it is scheduled to be taken.

b. In the event sufficient manpower does not exist and the use of comp-time would create an overtime opportunity, one (1) officer per shift will be allowed the use of comp-time providing that a

willing (not ordered) replacement officer fills the vacancy. In the event that no officer willingly accepts the shift, no comp-time will be granted. Every effort will be made to find an officer willing to take the overtime with respect given to seniority provisions of the bargaining agreement.

c. In the event an officer has been approved for comp-time on a given day and shift, no vacation leave can be granted outside of the prescribed time constraints of the bargaining agreement which would result in overtime on the shift in question; i.e. :

on Wednesday officer X has been approved for comp-time from 1500-2300, through offer of overtime or normal scheduling minimum staffing is still present, within one week of the approved comp-time officer Y requests a vacation day on the same shift that cannot be filled by a voluntary taker, officer Y must be denied vacation based on the one week provision contained in the bargaining agreement.

d. In the event a willing replacement is found the vacation day may be granted however no further leave may be granted for this shift if to do so would require overtime to meet minimum staffing. If a vacation request is made, within contract parameters, vacation must be given preference and the comp time is subject to cancellation if there is no willing (not ordered) replacement officer.

1. At no time can an officer take time off in advance of accumulation.

2. In the event a demand for personnel exists and consistent with Fair Labor Standard Act provisions, the Police Department may deny comp-time leave to address emergency public safety needs.

e. On an arbitrary basis and subject to approval of funds by the Town Manager, which may or may not be granted, comp-time may be sold back to the Town or purchased by the Town. In the event the Town elects to buy back hours from an officer's bank, only hours in excess of 400 are subject to compulsory buy back.

### **PARITY PAY WITH OTHER TOWN EMPLOYEES**

If at any time subsequent to the ratification of and during the life of this agreement, the Town negotiates to provide a wage increase to any other employee represented by a certified bargaining unit, then it is agreed upon and understood that I.B.P.O. Local 472 shall have the right to require an adjustment to equal said increase negotiated in wages, shift differential, stipends, or other remuneration paid to those employees. Wage increases as a result of promotions shall be excluded from this section. Any wage increase for employees of the East Greenwich, School Department are specifically excluded from this section. This parity clause shall sunset on June 30, 2022.

