

TOWN OF EAST GREENWICH, RHODE ISLAND
AND
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
LOCAL NUMBER 472
(Covering Non-Police Employees)
AGREEMENT
FOR
JULY 1, 2019 TO JUNE 30, 2022

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AGREEMENT

Pursuant to the provisions of Title 28 of the General laws of the State of Rhode Island, as amended, entitled “Labor and Labor Relations, as Amended, and Providing for the Settlement of Disputes Between Municipal Employees (Except Policemen, Firefighters and Certified Public School Teachers) and Municipal Employers”, this AGREEMENT is made and entered into this _____ day of _____, 2016 ~~2016~~ 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 Non-Police employees employed as regular full-time personnel of the Police Department of the Town of East Greenwich, 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.

ARTICLE 2

SECTION 1 - ~~AGENCY FEE~~ UNION SECURITY

All Non-Police employees employed as regular full-time personnel by the Police Department of the Town of East Greenwich shall have the right to voluntarily join the Union or refrain from so joining. ~~However, any such employee of the Police Department who shall not choose 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 Non-Police employees of the Police~~

~~Department of the Town of East Greenwich. Said Agency Fee shall not exceed the regular dues. Any Non Police employee of the Police Department who shall have his or her Union membership application refused for just cause shall not be required to pay any weekly Agency Fee to the Union.~~
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 the 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/she will neither be a member or entitled to representation from the I.B.P.O.

SECTION 2 - DUES DEDUCTIONS

A. Upon receipt of an individually signed authorization by an employee covered by the terms of the Agreement of the Police Department and approved by the Union President, the Town agrees to deduct regular dues or voluntary agency service fee from the weekly salary due such member and shall forward such deductions to the International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213, Attention of the Comptroller, or as designated in writing by the Union Executive Committee. However, if an employee has no check coming to him or her, 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. It is further agreed that, if the Union should increase its weekly dues or agency 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 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 Fee.

The rights of any member who elect not to pay either union membership dues or agency service fee shall be governed by the provisions of R.I.G.L. §28-9.4, as amended.

ARTICLE 3

SECTION 1- MANAGEMENT RIGHTS

It is agreed by the parties hereto that the town of East Greenwich shall retain the exclusive rights to: direct, supervise, hire, promote, discharge, suspend, discipline, transfer, assign, schedule and retain employees, relieve employees from duties because of lack of work or lack of funds, to determine methods, processes, means, job classifications and personnel by which operations are to be conducted pursuant to the Town's Home Rule Charter and any and all other applicable rules, regulations, ordinances or laws governing employees of the Town of East Greenwich. The Town shall retain the right to issue rules and regulations, orders and policies governing the operation and conduct of the Police Department members covered by this agreement.

ARTICLE 4

SECTION 1 - SENIORITY

The Non-Police employees of the Police Department shall have seniority rights in grade based upon length of employment, and said seniority, insofar as practical, shall prevail with regard to promotional appointments, holidays, vacations, overtime or transfers. However, in the case of promotional appointment to a vacancy in any grade or position, the employee must meet the qualifications as set forth for the position in accordance with the Personnel Rules and Regulations of the Town of East Greenwich. Effective January 1 of each year, all Dispatchers of the Police Department shall have the right to bid dispatch shifts by seniority. All other Non-Police positions shall be filled when there is a vacancy.

SECTION 2 - SENIORITY DETERMINATION

The seniority of a Non-Police employee of the Police Department covered by this Agreement shall be determined by the length of time, in grade where applicable, said employee has been employed as a full-time permanent employee of the Town of East Greenwich Police Department. In the event that more than one employee was appointed on the same day, the senior employee will be the individual who, by application date for employment, first filed for employment with the Town of East Greenwich.

SECTION 3 – SENIORITY LIST

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

ARTICLE 5

SECTION 1 – VACANCIES

In the event a vacancy occurs above the lowest employment grade in the Town's employ, all vacancies for Non-Police employees in the Police Department shall be filled by appointment by the Town Manager in accordance with Section 4040 of the Home Rule Charter of the Town of East Greenwich and in accordance with the intent of the Personnel Rules and Regulations of the Town of East Greenwich.

ARTICLE 6

SECTION 1 – CHANGE IN WORK SCHEDULE

Except in an emergency when such is determined to exist by the Chief of Police, any employee covered by the terms and conditions of this Agreement will receive a one (1) week notice to any change in his or her work schedule.

ARTICLE 7

SECTION 1 – GRIEVANCE PROCEDURE

~~For the purpose of resolving alleged grievances of Non-Police employees of the Police Department arising from the application or interpretation of this Agreement, the following grievance procedure shall be followed:~~

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

The following grievance procedure shall be followed:

1. When an employee covered by this Agreement is of the opinion that he or she has a grievance, he or she shall, in writing, within seventy-two (72) hours of the occurrence or being aggrieved, 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 three (3) elected officials 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. In no event shall a request for a meeting between the Chief and a representative of the Executive Committee be requested later than six (6) days after the occurrence. If a grievant is to be interviewed by the Chief or his or her designee regarding the alleged grievance, he or 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 or 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, or its representative, within three (3) working days from the date of receipt of said grievance. Following this meeting, and within ten (10) days from the date thereof, the Town Manager shall deliver his or her decision in writing to the Executive Committee, or its representative, either in person or by mail.
4. If the decision of the Town Manager is unfavorable, the grievance may then be submitted by the Executive Committee, in writing, within three (3) days from the date of receipt of the reply from the Town Manager, together with a request that the Personnel Board hold a hearing on the matter. A hearing will then be scheduled by the Personnel Board with the Executive Committee and the involved party. Upon completion of the hearing, the Personnel Board will render its decision and present same in writing to the Executive Committee within three (3) days from the completion of the hearing or ten (10) days from the start of the hearing, whichever occurs first. In

the event that the Personnel Board and the Executive Committee are unable to resolve the grievance, the Union, if it so chooses to resort to arbitration, shall within three (3) days following the receipt of the decision of the Personnel Board, mail written notice to the Town Manager, the Chairman of the Personnel Board, and the Chief of Police indicating that arbitration has been resorted to.

5. It is expressly understood by the parties hereto that the Non-Police employees 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.

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 that 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 Association or the Federal Mediation and Conciliation Service.

In lieu of the above, the Town and 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 or her grievance. Such individual or individuals shall further be entitled to representation by legal counsel of his or her own choosing.
2. Any decision handed down by a majority of the Arbitration Board or Arbitrator shall be final and binding upon the parties hereto, except for any matter or matters involving salary and wage negotiations.
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

The work week of Animal Control Officer (ACO), Parking Control Officer (PCO) , Terminal Agency Coordinator (TAC), Detective Secretary and Administrative Assistant shall consist of a seven (7) day cycle of five (5) consecutive work days (Monday through Friday) followed by two

(2) consecutive days off (Saturday through Sunday). Those employees who work a five (5) and two (2) work schedule shall receive ~~six (6)~~ twelve (12) additional days off plus thirteen (13) holidays off per year. The ACO, PCO, TAC, Detective Secretary and Administrative Assistant shall have a one-hour unpaid lunch.

Dispatchers shall have a work cycle that consists of a six (6) day cycle of four (4) consecutive eight (8) hour work days followed by two (2) consecutive days off. Dispatchers shall work through their designated lunch period at their work station.

SECTION 2 - OVERTIME

For Dispatchers and any other employees who work a four (4) and two (2) schedule, all hours worked in excess of four (4) consecutive eight (8) hours days actually worked, and in excess of eight (8) hours in any one (1) day actually worked, shall be compensated at the rate of time and one-half. The overtime rate for employees who work a four (4) and two (2) schedule shall be computed on the basis of the average weekly hours worked in their work cycle. For those employees who work a five (5) and two (2) schedule, all hours actually worked in excess of five (5) consecutive seven (7) hour days actually worked, and in excess of seven (7) hours in one day actually worked, shall be compensated at the rate of time and one-half. No employee shall be paid twice for the same overtime hours worked.

All dispatching overtime opportunities shall be offered first to Dispatchers according to seniority. If no Dispatcher is available, ~~a Special Officer or replacement Dispatcher may be hired to replace Dispatchers.~~ overtime shall be offered to all other qualified members of this (non-police) bargaining unit that elects to work dispatch overtime on a seniority basis. In the event no one accepts the overtime, and the shift must be filled in accordance with the department's minimum manning policy (as governed by the IBPO Local 472 Police Agreement), the overtime shall then be offered to Police Officers. If after all aforementioned employees refuse the overtime and an order back is necessary, dispatchers will be ordered back first and then other qualified members of this bargaining unit that have elected to work dispatch overtime based upon seniority. Based upon the duties and responsibilities of the Terminal Agency Coordinator, that position shall be exempt from any order back. The Dispatcher/bargaining unit member, if ordered back to work, shall receive time and one-half

pay. "Ordered back" means being directed to return to work by a Supervisor or Acting Officer in Charge and not shift fill-ins or other such fill-ins through normal seniority.

CALL BACK

Employees covered by this Agreement who get called back to work shall be compensated a minimum of four (4) hours regardless of the time actually spent on duty. Any employee called back to duty shall be compensated at the overtime rate. Call back shall only be authorized by the Chief of Police or his designee.

SECTION 3 - OTHER DUTY

The Town agrees that Non-Police employees of the Police Department will not be assigned or transferred to other departments of the Town except in performance of duties currently done in the Police Department.

ARTICLE 10

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), 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 11

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.

ARTICLE 12

RESERVED

TWO SHIFTS IN ONE DAY

No member of the bargaining unit shall work more than two (2) consecutive 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 (24) hour requirement.

ARTICLE 13

SECTION 1 - REVIEW OF PERSONNEL FILE

Each employee of the Police Department covered by this Agreement shall have the privilege of a periodic review of his or her personnel file.

The Service Jacket and/or personnel file of the member of the bargaining unit which is kept by the Police Department and/or Personnel Department, will have expunged from its contents any disciplinary action after a period of three (3) years from the date of the disciplinary action provided during the interim period, the member has no further departmental violations. Written notification by the member must be made to the Town Manager and the Chief of Police or their designee

ARTICLE 14

SECTION 1 - MEMBER MATERIALS

Each employee of the Police Department covered by this Agreement shall be provided a copy of this Agreement. The Police Department shall have available a copy of the personnel manual covering all Town employees which may be reviewed by each employee upon approval of the Chief.

ARTICLE 15

SECTION 1 - UNIFORMS

Each Non-Police employee of the Police Department that is required by the Chief of Police to wear a uniform during his or her hours of work shall receive the following uniform allowance and maintenance:

~~Effective July 1, 2004, the Parking Control Officer and the Animal Control Officer uniform allowance shall be \$750.00 per year. Dispatcher uniform allowance shall be \$600.00 per year. The maintenance allowance for the Parking Control Officer and the Animal Control Officer shall be \$665.00 per year, and the maintenance allowance for Dispatchers shall be \$500.00 per year.~~

~~Effective July 1, 2005, the Parking Control Officer and the Animal Control Officer uniform allowance shall be \$800.00 per year. Dispatcher uniform allowance shall be \$650.00 per year. The maintenance allowance for the Parking Control Officer and the Animal Control Officer shall be \$715.00 per year, and the maintenance allowance for Dispatchers shall be \$550.00 per year.~~

~~Effective July 1, 2012, the Parking Control Officer and the Animal Control Officer uniform allowance shall be \$900.00 per year. Dispatcher and Terminal Agency Coordinator uniform allowance shall be \$700.00 per year. The maintenance allowance for the Parking Control Officer and the Animal Control Officer shall be \$815.00 per year, and the maintenance allowance for Dispatchers and Terminal Agency Coordinator shall be \$700.00 per year.~~

~~Effective July 1, 2013, the Parking Control Officer and the Animal Control Officer uniform allowance shall be \$1,150.00 per year. Dispatcher and Terminal Agency Coordinator uniform allowance shall be \$800.00 per year. The maintenance allowance for the Parking Control Officer and the Animal Control Officer shall be \$1,065.00 per year, and the maintenance allowance for Dispatchers and Terminal Agency Coordinator shall be \$850.00 per year.~~

Effective July 1, 2014, the Parking Control Officer and the Animal Control Officer uniform allowance shall be \$1,550.00 per year. Dispatcher and Terminal Agency Coordinator uniform allowance shall be \$950.00 per year. The maintenance allowance for the Parking Control Officer and the Animal Control Officer shall be \$1,465.00 per year, and the maintenance allowance for Dispatchers and Terminal Agency Coordinator shall be \$1,050.00 per year.

All expenditures shall be kept on a card file available to the involved employee and each employee required to wear a uniform may purchase items and accessories required wherever desired, as long as the uniforms purchased are standard in color, grade, and material meeting the approval of the Chief of Police. The Town of East Greenwich shall replace, or repair if deemed advisable, all uniform equipment and clothing damaged in the line of duty.

SECTION 2 - INSPECTION

Each Non-Police employee of the Police Department that receives a uniform allowance and a uniform maintenance allowance in accordance with the provisions of Article 15, Section 1, of this Agreement shall be required to stand inspection before the Chief of Police to assure that

all members are neat appearing and well groomed while on duty in uniform, and, further to assure that all articles of clothing shall conform to the Department uniform requirements as established by the Chief of Police. In the event it is determined by the Chief of Police that an employee is not wearing any article that conforms to the Department uniform requirements, the Chief of Police shall order that item, or items, replaced with a proper article, or articles, of clothing, for which the employee shall not be reimbursed from the uniform allowance account.

ARTICLE 16

SECTION 1 - HOLIDAYS

The following shall be paid holidays for all Non-Police employees of the Police Department covered by this Agreement:

New Years Day	January 1
Martin Luther King Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Easter	On date observed
Rhode Island Independence Day	May 4
Memorial Day	Last Monday in May
Independence Day	July 4
V.J. Day	2 nd Monday in August
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

Any employee who is absent on leave without pay shall not be paid for any official holidays.

SECTION 2 - HOLIDAY RECOGNITION

If any holiday included in Article 16, Section 1, should fall on a Saturday or Sunday, it shall be observed and recognized as such on the following Monday. ~~In the event any holiday shall fall on a Saturday, it shall not be recognized as such unless said Saturday falls within the work week~~

~~schedule of an employee covered by this Agreement. In the event this should occur, said Saturday shall be recognized and observed by that employee.~~

SECTION 3 - HOLIDAY PAY

Holiday pay shall be eight (8) hours of the Employee's weekly salary and shall be paid over and above the weekly salary whether he/she works or not. Employees who work on a holiday as set forth in Article 16, Section 1, shall be paid at the rate of time and one-half (1½) for the hours actually worked up to eight (8) hours, in addition to the eight (8) hours holiday pay.

Effective July 1, 2020, Holiday pay shall be ~~eight (8)~~ 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. Employees who work on a holiday as set forth in Article 16, Section 1, shall be paid at the rate of time and one-half (1½) for the hours actually worked up to eight (8) hours, in addition to the ~~eight (8)~~ ten (10) hours holiday pay.

Effective July 1, 2021, Holiday pay shall be ~~eight (8)~~ 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. Employees who work on a holiday as set forth in Article 16, Section 1, shall be paid at the rate of time and one-half (1½) for the hours actually worked up to eight (8) hours, in addition to the ~~eight (8)~~ twelve (12) hours holiday pay.

ARTICLE 17

SECTION 1 - VACATIONS

Non-police Employees of the Police Department covered by this Agreement shall be entitled to an annual leave period as follows:

1. Upon completion of one (1) year of service ~~eleven (11)~~ thirteen (13) working days.
2. Upon completion of five (5) years of continuous service -seventeen (17) working days.
3. Upon completion of ten (10) years of continuous service -twenty-one (21) working days.
4. Upon completion of fifteen (15) years of continuous service -twenty-five (25) working

days.

5. Upon completion of twenty (20) years of continuous service ~~twenty-six (26)~~ twenty-seven (27) working days.
6. Upon completion of twenty-five (25) years or more of continuous service ~~twenty-eight (28)~~ twenty-nine (29) working days.

Annual leave shall be granted in accordance to the above scheduled. Dispatchers must schedule/request their vacation time no less than eight (8) hours before their scheduled shifts begins. All vacation time except for up to ten (10) days must be taken during the calendar year in which it is credited or be forfeited as of December 31 of that year. Up to ten (10) days may be carried over to the next year and must be used prior to October 1 of that year or be forfeited. 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 or her determination and contractual requirements. Further, the employee will be allowed to sell back, at his/her regular rate of pay, a maximum of ~~eight (8)~~ sixteen (16) unused vacation days at the end of each year. No annual leave shall be granted for a period exceeding fifteen (15) consecutive full working days and all annual leave shall be scheduled by the Chief of Police who shall give due consideration to the needs of the service and the ability of the remaining staff to perform the work of the Department.

Upon voluntary termination of service with the Town, or layoff, an employee who has completed one (1) year's continuous service shall be paid all accrued annual leave. New members of the Department shall not be eligible for vacation until they have served for at least twelve (12) months. Employees shall accrue vacation from one 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 year of employment. Vacation shall accrue on a 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.

ARTICLE 18

SECTION 1 - SALARY SCHEDULE

Employees covered by this Agreement shall be paid an annual salary based upon their individual class of employment in accordance with the following schedule. Administration of the Classification and Pay Plan shall be in accordance with the terms and conditions of the Town's Personnel Manual.

Effective Range as of July 1, 2019 (0% increase)

Annual Rates					
Position	1	2	3	4	5
Dispatcher	\$36,707.94 (\$705.92)	\$38,541.98 (\$741.19)	\$40,468.48 (\$778.24)	\$42,725.63 (\$821.65)	
Animal Control Officer	\$36,707.94 (\$705.92)	\$38,541.98 (\$741.19)	\$40,468.48 (\$778.24)	\$42,725.63 (\$821.65)	
Parking Control Officer	\$36,707.94 (\$705.92)	\$38,541.98 (\$741.19)	\$40,468.48 (\$778.24)	\$42,725.63 (\$821.65)	
Terminal Agency Coordinator				\$51,174.14 (\$984.12)	
Detective Secretary	\$34,509.43 (\$663.64)	\$36,248.74 (\$697.09)	\$38,036.88 (\$731.48)	\$39,947.06 (\$768.21)	\$42,000.49 (\$807.70)
<u>Special Asst. to the Chief</u> Admin Assistant	\$41,997.63 (\$807.65)	\$43,858.26 (\$843.43)	\$46,216.26 (\$888.77)	\$47,846.27 (\$920.12)	\$49,976.11 (\$961.08)

Effective Range as of July 1, 2020 (2% increase)

Annual Rates					
Position	1	2	3	4	5
Dispatcher	<u>\$37,442.10</u> <u>(\$720.04)</u>	<u>\$39,312.82</u> <u>(\$756.02)</u>	<u>\$41,277.85</u> <u>(\$793.80)</u>	<u>\$43,580.14</u> <u>(\$838.08)</u>	
Animal Control Officer	<u>\$37,442.10</u> <u>(\$720.04)</u>	<u>\$39,312.82</u> <u>(\$756.02)</u>	<u>\$41,277.85</u> <u>(\$793.80)</u>	<u>\$43,580.14</u> <u>(\$838.08)</u>	
Parking Control Officer	<u>\$37,442.10</u> <u>(\$720.04)</u>	<u>\$39,312.82</u> <u>(\$756.02)</u>	<u>\$41,277.85</u> <u>(\$793.80)</u>	<u>\$43,580.14</u> <u>(\$838.08)</u>	

<u>Town</u>	<u>Union</u>				
Terminal Agency Coordinator				<u>\$52,197.62</u>	<u>(\$1,003.80)</u>
Detective Secretary	<u>\$35,199.62</u> <u>(\$676.92)</u>	<u>\$36,973.71</u> <u>(\$711.03)</u>	<u>\$38,797.62</u> <u>(\$746.11)</u>	<u>\$40,746.00</u> <u>(\$783.58)</u>	<u>\$42,840.50</u> <u>(\$823.86)</u>
<u>Special Asst. to Chief</u> Admin. Assistant	<u>\$42,837.92</u> <u>(\$823.81)</u>	<u>\$44,735.43</u> <u>(\$860.30)</u>	<u>\$47,140.59</u> <u>(\$906.55)</u>	<u>\$48,803.20</u> <u>(\$938.52)</u>	<u>\$50,975.63</u> <u>(\$980.30)</u>

Effective Range as of July 1, 2021 (2% increase)

Annual Rates					
Position	1	2	3	4	5
Dispatcher	<u>\$38,190.94</u> <u>(\$734.44)</u>	<u>\$40,099.08</u> <u>(\$771.14)</u>	<u>\$42,103.41</u> <u>(\$809.68)</u>	<u>\$44,451.74</u> <u>(\$854.84)</u>	
Animal Control Officer	<u>\$38,190.94</u> <u>(\$734.44)</u>	<u>\$40,099.08</u> <u>(\$771.14)</u>	<u>\$42,103.41</u> <u>(\$809.68)</u>	<u>\$44,451.74</u> <u>(\$854.84)</u>	
Parking Control Officer	<u>\$38,190.94</u> <u>(\$734.44)</u>	<u>\$40,099.08</u> <u>(\$771.14)</u>	<u>\$42,103.41</u> <u>(\$809.68)</u>	<u>\$44,451.74</u> <u>(\$854.84)</u>	
Terminal Agency Coordinator				<u>\$53,241.57</u> <u>(\$1,023.88)</u>	
Detective Secretary	<u>\$35,903.61</u> <u>(\$690.45)</u>	<u>\$37,713.18</u> <u>(\$725.25)</u>	<u>\$39,573.57</u> <u>(\$761.03)</u>	<u>\$41,560.92</u> <u>(\$799.25)</u>	<u>\$43,697.31</u> <u>(\$840.33)</u>
<u>Special Asst. to Chief</u> Admin. Assistant	<u>\$43,694.68</u> <u>(\$840.28)</u>	<u>\$45,630.14</u> <u>(\$877.50)</u>	<u>\$48,083.40</u> <u>(\$924.68)</u>	<u>\$49,779.26</u> <u>(\$957.29)</u>	<u>\$51,995.14</u> <u>(\$999.91)</u>

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All increases above First Step shall be based ~~on merit~~ upon the following schedule and move to the next weekly pay according to the following:

2nd Step - Completion of probationary period (52 weeks) with recommendation of Department Head.

3rd Step - 52 weeks from completion of previous step with recommendation of Department Head.

4th Step - 52 weeks from completion of previous step with recommendation of Department Head.

SECTION 2 - PATROL ASSIGNMENTS

It is agreed by the parties hereto that in the event a Non-Police employee covered by this Agreement is assigned to a normal regular police officer patrol duty for a full shift or greater, said individual shall be paid for such full shift duty, or greater, at the rate of salary as set for a Third Class Officer. Said Third Class Officer rate to be that which is currently in effect as shown under Article 20, Section 1 - Wage/Salary Schedule of the Working Agreement then in effect between the Town of East Greenwich and the International Brotherhood of Police Officers, Local Number 472, covering regular officers of the Town of East Greenwich Police Department.

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SECTION 3 - LONGEVITY PAY

Non-Police employees of the Police Department shall receive longevity pay based upon terms of service in the employ of the ~~Police Department~~ Town as follows: (Percentages are based on annual salary only. Longevity pay shall be disbursed on the first pay period of December.) Any member who separates from the Town shall receive their longevity pro-rated.

Effective July 1, 1994, the longevity shall be as follows:

<u>SERVICE</u>	<u>RATE</u>
3 years to 5 years	2%
6 years to 10 years	2.5%
11 years to 15 years	3%
16 years to 20 years	3.5%
21 years to 25 years	4%
26+ years	4.5%

Effective July 1, 1995, the longevity shall be as follows:

<u>SERVICE</u>	<u>RATE</u>
3 years to 5 years	2.5%
6 years to 10 years	3%
11 years to 15 years	3.5%
16 years to 20 years	4.0%
21 years to 25 years	4.5%
26+ years	5%

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Effective July 1, 2003, the longevity shall be as follows:

<u>SERVICE</u>	<u>RATE</u>
3 years to 5 years	3.5%
6 years to 10 years	4%
11 years to 15 years	4.5%
16 years to 20 years	5%
21 years to 25 years	5.5%
26+ years	6%

Effective July 1, 2014, the longevity for all new employees hired on or after this date shall be a fixed scale as shown below:

<u>SERVICE</u>	<u>RATE</u>
5 years to 8 years	\$1,400
9 years to 11 years	\$1,650
12 years	\$1,800
13 years to 20 years	\$1,950
21 years to 25 years	\$2,200
26+ years	\$2,400

ARTICLE 19

SECTION 1 - RETIREMENT AND PENSIONS

All full-time permanent Non-Police employees of the Police Department of the Town of East Greenwich ~~shall become members of the Municipal Employees Retirement System of the State of Rhode Island that are, upon entry into the Town's service, under the age of fifty eight (58), automatically after six (6) months of service, as a condition of employment in accordance with the law. Any member may retire optionally upon completion of ten (10) years of service provided such member is at least fifty eight (58) years of age, or at any age after thirty (30) years of service. The Town will provide the Cost of Living Adjustment, Plan C, in accordance with Rhode Island General Laws 45-21-52, for eligible employees who retire on or after January 1, 2003.~~ covered by this agreement shall be members of the State of Rhode Island Municipal Employees Retirement System, Chapter 45-21, R.I.G.L. and COLA Plan C 45-21-52, R.I.G.L. beginning from their date of hire.

The contribution of the employees covered by this Agreement to the pension plan shall be the amount required by the legislation. The Town of East Greenwich shall contribute the balance.

ARTICLE 20

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.

ARTICLE 21

SECTION 1 - FAMILY ILLNESS LEAVE

In the event of a serious illness in the household of an employee, upon direction of the family physician, such employee shall be granted leave for attendance upon members of the immediate family whose illness requires the personal care of the employee (because there are no other members of the household to provide this personal care), provided that not more than three (3) working days with pay shall be granted to the employee for this purpose, said three (3) working days when used shall be charged to sick leave. The Chief of Police may require evidence as to the need for the presence of the employee in the home by way of a medical certificate or similar document. In the event that the employee may be required to attend to a member of the household for longer than three (3) working days, said employee may be granted extended leave or emergency leave of absence on the recommendation of the Chief of Police with the approval of the Personnel Board.

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Any employee requesting an extended or emergency leave of absence shall designate a specified period of time which the leave of absence is to cover. The request to the Personnel Board shall give full indication as to the need and nature for which such leave of absence is requested. The Personnel Board reserves the right to require that evidence in the form of a medical certificate, or similar document, be presented to substantiate such request.

ARTICLE 22

SECTION 1 - INOCULATION EXPENSE

The Town of East Greenwich agrees to pay all expenses for inoculation of uniformed employees covered by this Agreement and the employee's family residing in his or her household when necessary as a result of the employee's exposure to contagious disease in the line of normal duty.

ARTICLE 23

SECTION 1 - MEDICAL INSURANCE

Section 1. Health Insurance.

~~For fiscal year 2013, 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 Non-Police 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 Non-Police who may retire in accordance with the Retirement Act prior to age 65 will be provided either of the two HDHP plans.

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. Effective July 1, 2019, 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 Human Resource 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 Savings 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.

Employees with a family or individual health insurance plan shall pay, by payroll deduction, a pre-tax 20% co-pay for the 2012-2013 contract year. Employees who are currently not paying a co-pay will continue not paying for the 2012-2013 contract year.

Effective July 1, 2013 the Town of East Greenwich and the Union agree to participate in a Health Savings Account ("HSA") Blue Cross HealthMate Coast to Coast PPO HDHPlan with the following terms. The below listed co-pays are for those employees who currently are paying a 20% co-pay and not for those employees who currently have no co-pay.

Family HSA: This HSA Blue Cross HealthMate Coast to Coast PPO HDHPlan 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.

Individual HSA: This HSA Blue Cross HealthMate Coast to Coast PPO HDHPlan 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.

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.

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.

Effective July 1, 2013, employees 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 HSA/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

ARTICLE 24

SECTION 1 - DELTA DENTAL PLAN

The Town agrees to carry and to pay for a dental insurance policy covering each Non-Police employee of the Police Department and his or 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, and III and IV.

For Employees hired after July 1, 1994, the Town shall pay the cost of 85% of said dental care benefits.

The above benefits shall be provided in accordance with the rules, regulations, terms and conditions of the company with whom the policy is carried.

For Employees hired after July 1, 1997 the Town shall pay the cost of 80% of said dental care benefits. ~~In addition, for said individuals hired after July 1, 1997, there shall be a \$50 per person, \$150 per family annual deductible on Level II, Level III and Level IV treatment.~~

The annual maximum allowance shall increase to \$1,500.00. The Town shall include a Composite Filling Rider.

The above benefits shall be provided in accordance with the rules, regulations, terms and conditions of the company with whom the policy is carried.

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ARTICLE 25

SECTION 1 - LIFE INSURANCE POLICY

The Town of East Greenwich will pay the full premium for ~~\$40,000~~ \$80,000 Group Term Life Insurance coverage on the life of each employee covered by this Agreement, said ~~\$40,000~~ \$80,000 value to be reduced to ~~\$5,000~~ \$10,000 upon retirement of any employee covered by this Agreement with service credit of twenty (20) years or more. Said life insurance shall be administered in accordance with the terms and conditions of the carrier. 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.

ARTICLE 26

SECTION 1 - OTHER BENEFITS

1. Jury Service or Court Leave - Employees covered by the Agreement who are required by due process of law to render jury service or court service shall submit all such fees to the Town Treasurer and shall receive their regular pay during such period and the time spent in such service shall be reported as jury service or court leave. Mileage allowances for such service may be retained by the employee.
2. Civic Duties - All employees covered by this Agreement entitled to vote at National, State, Municipal or Special Elections shall, when necessary, be allowed sufficient time off with pay to exercise this right, provided the voting employee lives and votes in East Greenwich, or the voting employee would be unable to vote unless given such time off. Permission to do so shall be obtained from the Chief of Police, or his or her designee.
3. Extended Leave of Absence - Extended or emergency leave of absence shall only be granted on the recommendation of the Chief of Police with the approval of the Personnel Board. This rule of employment shall apply to all employees of the Police Department covered by this Agreement. The Chief of Police may require the reason or reasons for such request, along with the expected duration of the requested leave, in writing, prior to the Chief's approval. Any employee requesting an extended or emergency leave of absence shall designate a specified period of time which the leave of absence is to cover, and in the event such leave of absence is requested for reasons of physical disability, it shall be required that the employee's physician submit to the Personnel Board an indication of the nature of the disability and the time for which such leave of absence is requested.
4. Military Leave - Upon approval of the Personnel Board, any employee covered by this Agreement of the Police Department at the time he or she is called to active duty with the Armed Forces of the United States may be granted a leave of absence from his or her employment with the Town. Upon his or her being released from service with the Armed Forces, such employee shall be re-employed by the Town in the capacity in which he or she was employed at the time of departure, if such re-employment is approved by the

5. Personnel Board and further that such employee is physically and mentally suited to perform the required duties, provided such employee makes an application to the Chief of Police for re-employment. Such application must be made within thirty (30) days following termination of service with the Armed Forces. No leave of absence shall be granted any employee who voluntarily leaves the employ of the Police Department for the purpose of becoming a member of the Armed Forces except in time of national emergency. All employees covered by this Agreement, who are members of the National Guard or any of the reserve components of the Armed Forces of the United States, shall be entitled to leave of absences from their respective duties on all days during which they shall be engaged in field or coast defense training, on all days of parade or encampment when ordered or authorized by proper authority to duty with troops, field exercise or for instruction. All such employees shall receive regular pay during such absences less the compensation received for such service.
6. Special Leave with Pay - Employees covered by this Agreement may be granted special leave with pay and actual expenses to attend professional conferences, conventions or short schools, or to visit other communities in the interest of the Town, as may be authorized by the Chief of Police, for which proper appropriation has been made. Such employees shall submit an itemized list of expenses for such travel for which they may be reimbursed. Any requests for such special leave shall be in writing and submitted to the Chief of Police or his designee with the nature of the leave, cost and location, clearly identified, prior to the leave requested.
- 6a. Administrative Leave -During times of severe storms, when roads may be impassable, etc., administrative leave may be granted to employees covered by this Agreement at the discretion of the Town Manager. Leave of this nature shall be with pay and shall not be chargeable against accrued sick or annual leave.
- 6b. Employee Reimbursement/Educational Incentive-Upon successful completion of any course approved by the Town Manager and for which a grade of B or better is received, the Employer will reimburse the employee for 90% of tuition, lab, registration fees and books of any course related to the duties of the employee's position. The maximum

amount of payment shall be up to \$1,500 per person in a single fiscal year, less any aid or financial assistance from any source received by the employee. The decision by the Town Manager of whether or not to reimburse is not a grievable event.

7a. Sick Leave - All employees covered by this Agreement will receive one and one fourth (1¼) days a month or fifteen (15) days a year for sick leave, which they can accumulate from year to year to a maximum of ~~seventy-five (75)~~ one-hundred (100) days. When an employee dies or retires, the Town will pay to the employee or their estate, as the case may be, for all unused accumulated sick leave credited to the employee on the date of death or retirement, but not in an excess of forty (40) working days. Sick leave shall be for the purpose of permitting an employee to be relieved of his or her duties during actual illness and may not be used under any other circumstances. In the event the Chief of Police perceives a pattern of sick leave abuse, he or she may require any member of this Agreement who absents themselves 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 the illness.

If an employee uses four (4) sick days or less per year, he or she will receive two (2) comp days, as approved by the Chief of Police. The two (2) days referenced above shall be taken in the following fiscal year.

7b. Sick Leave Bank - ~~Effective July 1, 2013, e~~ Each employee who reaches the maximum accumulation of sick leave of ~~seventy-five (75)~~ one hundred days (100) days shall have any additional sick days, beyond the ~~seventy-five (75)~~ one hundred (100) days maximum allowed under the collective bargaining agreement, placed into the Sick Leave Bank. Should an Employee go below the ~~seventy-five (75)~~ one hundred (100) day limit, he or she shall continue to accumulate days to his or her credit up to ~~seventy-five (75)~~ one hundred (100) days and any days thereafter shall be credited to the Sick Leave Bank. The maximum allowable days that shall be in the Sick Leave Bank will be ~~sixty-five (65)~~ one hundred (100) days

The Bank may be charged for sick leave required, in case of major illness or accident, beyond the accumulated sick leave held by the involved applicant and such charge shall commence only after the employee applicant's accumulated sick leave and vacation leave, except for forty (40) hours, has been exhausted.

The Sick Leave Bank shall be administered by a committee consisting of two (2) members, the Town Manager and the Association President or his or her designees. The committee shall determine individual eligibility for the use of the Bank, the amount of leave to be granted and its decision to allocate days shall be in writing. Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure.

7. Disability or Injury Leave - An employee who is injured while performing the duties of his or her position, without fault or negligence on his or her part, or who comes in contact with persons or animals afflicted with any infectious or contagious disease or who shall be required to handle any culture, collection or aggregation of agents capable of producing known disease and shall contact such disease, shall be allowed such leave with pay that is covered by this Agreement. Compensation shall consist of payment of all bills incurred as a direct and necessary result of such injury, bills which are not compensable by any insurer or voluntary health program, and continuation of salary while such incapacity exists, or until the employee is placed on disability retirement. This provided that, when an employee receives disability retirement payments and salary payments for the same period of time, he or she will reimburse the Town for all salary payments received for the period that he or she also received disability retirement payments. Such leave shall start at such time as the employee is unable to perform his or her customary duties and the time lost from work because of in-line-of-duty-injury shall not be a charge against accrued leave of the employee. Applications for such leave shall contain a statement by the employee, affirmed by the Chief of Police, setting forth the details of the accident and supported by a certificate of a licensed physician setting forth the nature and the extent of the injury and the probable length of the disability. Such applications shall be filed with the Town Manager who shall forward a copy to the Personnel Board. Employees covered by this

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8. Agreement shall be insured by the Town under the Worker's Compensation Law of the State of Rhode Island. Any employee who is on disability or injury shall have the amount paid by disability insurance subtracted from his or her payroll check.

9. Personal Day(s) - The Town agrees to provide two (2) personal days to each employee covered by this Agreement. These days can be used any time. ~~The employee must request said day(s) in writing to the Chief of Police at least two (2) days prior to taking the day(s). The Chief of Police may deny the individual taking the day(s) if it is in the best interest of the Department, such as staffing requirements.~~ 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 year. Personal days cannot be used on any Holidays as specified in Article 16 including Christmas Eve and New Years Eve.

10. Compensation for Details - All details shall be compensated at the following rates:

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

Weekend Detail Rate

Time and one-half the Detail Rate

All details will be billed by the Police Department and, 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.

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SECTION 2 - SPECIAL DETAIL RATE ON HOLIDAYS

Employees 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

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

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ARTICLE 27

SECTION 1 - DELETED

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ARTICLE 28

SECTION 1 - ANIMAL CONTROL OFFICER'S VEHICLE

The Town of East Greenwich will provide a motor vehicle for the use of the Animal Control Officer in the carrying out of his or her assignments in the enforcement of the duties of the Animal Control Officer. The vehicle provided shall be equipped with all necessary tools and equipment to assist the Animal Control Officer in the safe conduct of his or her duties as approved by the Chief of Police. In addition, a first-aid kit is to be installed in said vehicle, together with a restraining area and animal transport carriers for animals picked up and placed in the vehicle.

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ARTICLE 29

SECTION 1 - BLUE CROSS/BLUE SHIELD COVERAGE - RETIRED EMPLOYEES

For the employee retiring before age 65, the Town will pay 3.3% for each year of Town service toward the cost of the Town's current Health Insurance Plan, provided such employee has a minimum of ten (10) years service with the Town. No employee will receive such benefits until he or she has reached the minimum retirement age of 58 or any age after thirty (30) years of service.

Effective for individuals retiring after July 1, 1993, the Town's obligation to provide the above health care coverage for a retiree shall continue until the retiree or his or 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 and 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 or her spouse ceases to be provided at any time before the retiree become 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 July 1, 1993, each year, employees who are on pension, shall be required to sign an affidavit as to any other 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 Human Resource Director in a timely fashion after receiving 30 days written notice via certified mail, return receipt requested from the Town, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

The employee upon reaching age 65 can choose between Blue Cross Blue Shield w/ the Skilled Nursing Benefit or Blue Chip at the same expense of the Plan 65 option. Effective July 1, 2019, 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.

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ARTICLE 30

SECTION 1 - DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect from July 1, 2016 to June 30, 2019. 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 twenty (120) days prior to the last day on which money can be appropriated by the Town of East Greenwich.

SECTION 2 - 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.

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ARTICLE 31

RESERVED

ARTICLE 32

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 the 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 a physician's letter with the Town Manager 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. 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.

SECTION 3 - PAYMENT

While absent on maternity leave, the employee shall be entitled to utilize her accumulated sick leave. If the maternity leave extends beyond the number of days of sick leave accumulated by the employee, 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 33, 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

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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.

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ARTICLE 33

PARENTAL LEAVE

SECTION 1 - DURATION

An employee may elect parental leave for a period of thirteen (13) weeks commencing with the date of birth 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 the 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 he or she left if the position is still open or, if the position that he or she 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.

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EXHIBIT A
HEALTHCARE SUMMARY OF BENEFITS

Town

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EXHIBIT B

Memorandum of Understanding ~~Dispatch~~ IBPO Non-Police, Local 472

~~Friday, October 20, 2006~~

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.

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

- a. In the event use of comp-time would create an overtime opportunity, one (1) dispatcher per shift will be allowed the use of comp-time providing that a willing (not ordered) replacement fills the vacancy. In the event that no dispatcher/other bargaining unit member, officer willing to take the overtime with respect given to seniority provisions of both bargaining agreements, dispatchers having right to first refusal. Other qualified IBPO Non-Police members shall have second right of refusal.
 1. At no time can ~~an~~ a dispatcher or other non-police, local 472 member 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.
- b. 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 a ~~officer~~ dispatcher or other Non-

Police Local 472 member bank, only hours in excess of 300 are subject to compulsory buy back.

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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 NON-POLICE

Date Union President