

**AGREEMENT BETWEEN
THE TOWN OF SMITHFIELD, RHODE ISLAND
AND
SMITHFIELD LODGE NO. 17,
FRATERNAL ORDER OF POLICE**

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2026

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AGREEMENT

This Agreement is made and entered as of the 1st day of July, 2023 by and between the Town of Smithfield ("Town" or "Employer") and the Smithfield Lodge No. 17 of the Fraternal Order of Police ("FOP" or "Union"). It is made and entered into pursuant to the provisions of the R.I.G.L. § 28-9.2-1 *et seq.*, known as the "Municipal Police Arbitration Act".

It is the purpose of this Agreement to carry out the policy of the Town by encouraging a more harmonious and cooperative relationship between the Town and its Police Department by providing for procedures which will facilitate free and frequent communication between the Town and its police officers. By means of this Agreement, therefore, the signatories hereto will endeavor to improve the standards of service to the people of the Town and agree further that high morale and good personnel relations are essential to carry out this end.

WITNESSETH:

MM CJT

ARTICLE I

EMPLOYEE AND MANAGEMENT RIGHTS

Section 1. Recognition of FOP

The Town recognizes the FOP as the sole and exclusive bargaining agent for all active, sworn full time police officers of the Smithfield Police Department (“Department”) specifically excluding however the positions of Chief of Police (“Chief”) and Deputy Chief of Police, for the purpose of collective bargaining as to wages, rates of pay, hours, working conditions and all other terms and conditions of employment.

The rights of the Town and its police officers shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

The Town shall not discharge or discriminate in any manner whatsoever against any police officer of the Town because of membership or participation in activities of the FOP. The FOP shall not discriminate against any employee who declines to become a member of the FOP or refuses to participate in any activities of the FOP.

Section 2. Management Rights

The Town shall retain all other rights and responsibilities inherent in the Town Council, Town Manager and the Police Chief (“Chief”) by virtue of statutory and charter provisions and departmental rules and regulations which are not inconsistent with the terms of this Agreement. Such rights and responsibilities shall include, but not be limited to, the design, staffing, numbers and/or ranks within the Department; responsibilities for the efficient operation of services; administration of the Department; enforcement and execution of all laws, ordinances, rules and regulations of the Department; directing the work of police officers; and disciplining officers consistent with the Law Enforcement Officers’ Bill of Rights, R.I.G.L. §§ 42-28.6-1 *et seq.* as now existing or modified after the effective date of this Agreement.

The FOP recognizes that except as specifically limited, abridged or relinquished by terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Department and its employees are vested solely in the Town.

MM, CJT

Section 3. Time Off for Bargaining

(a) All police officers of the Town who are officers of the FOP or who are appointed as members of the collective bargaining negotiating committee of the FOP but not to exceed three (3) in number, shall be allowed time off, with pay, for attendance upon official FOP business including collective bargaining, grievance step meetings, or other labor relations meetings with the Town, without the requirement to make up such time, upon prior approval from the Chief, which approval shall not be unreasonably withheld; however, nothing herein recited shall be construed as limiting said collective bargaining negotiating committee to (3) members.

(b) One official delegate and one alternate of the FOP will be allowed five (5) working days off, without loss of pay, to attend one National and one State convention of Fraternal Orders of Police. Requests for such leave shall be submitted, in writing, to the Chief at least two (2) weeks in advance of such attendance. Such time off shall not be considered as annual, sick or emergency leave.

Section 4. Dues and Deductions

(a) Upon their appointment, employees shall have the option to sign one of the following three forms:

- electing to become a member of the Union—*Exhibit B-1*;
- electing not to become a member of the Union, but agreeing to pay an agency or service fee—*Exhibit B-2*; or
- electing neither to be a member of the Union nor pay an agency fee or service fee—*Exhibit B-3*.

Upon receipt of a signed payroll deduction form, the Town agrees to make weekly payroll deductions for Union dues and/or agency or service fee for all employees covered by this Agreement, the amount of which is to be set by the FOP and remitted to it on a monthly basis.

(b) Except for the Town's negligence, the Union agrees to indemnify, defend and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any deductions taken by the Town under the provisions of Section (a) above.

Section 5. Employees Covered

(a) Whenever used in this Agreement, the terms "member," "officer" or "employee" shall have the same meaning, which is: an active, full-time, permanent, sworn, paid police officer of the Town who are covered by Article I, Section 1 of this Agreement.

(b) All references to an employee covered by this Agreement as well as the use of the pronoun "he" are intended to include all genders. When the male gender is used, it shall be construed to include officers of any gender, including those who are transgender.

Section 6. New Recruits

(a) Prior to their employment, individuals to be hired shall execute an agreement in a form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town in association with their attendance at the Municipal Police Academy and for college expenses in the event that they voluntarily leave employment with the Town, for law enforcement employment, within five (5) years of graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be the cost of books, tuition, uniform, other school materials and the cost incurred by the Town in collecting such sums (including reasonable attorney's fees) from such voluntarily terminating employees. Such individual agreements and any action taken by the Town to enforce such agreements, shall not be challenged by the FOP in any forum, board, court, grievance or arbitration and the FOP will not contend they are unenforceable or unlawful.

(b) There shall be mandatory drug testing for all new applicants for employment with the Department. These individuals shall provide the Town with all necessary releases to have the tests conducted by a physician of the Town's choosing.

(c) Newly appointed police officers shall serve a probationary period of one (1) year (365 days), which commences after graduation from the Rhode Island Municipal Police Academy and upon the newly appointed police officer taking the sworn oath of office.

(d) Dismissal of any employee during the one (1) year probationary period is at the Town's sole discretion and shall not be subject to the grievance or arbitration procedure contained in this Agreement.

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Section 7. Employees in Military or on Leave of Absence

Officers who are on leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided for by law.

Section 8. Physical Fitness Standards

All new members of the Department shall maintain a minimum level of physical fitness as established by the Chief. Such standard shall take into account the age of the officer and shall establish (among other things) the maximum permissible weight for different age classifications of officers.

Section 9. No Strike

The FOP recognizes that no police officer has the right to engage in any work stoppage, slow down or strike. Should such work stoppage, slow down or strike take place, the FOP shall immediately notify such police officer or police officers so engaged in such unauthorized activity to cease and desist; and shall publicly declare that such work stoppage, slow down or strike is illegal and unauthorized. Any police officer so engaged in such work stoppage, slow down or strike shall be subject to immediate dismissal from the Department; and such police officer shall not have any of the benefits as provided by this Agreement.

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ARTICLE II

RULES, REGULATIONS AND GENERAL ORDERS

Section 1. Distribution of Rules and Regulations

The Town shall furnish each police officer a complete set of the Rules and Regulations governing the Department.

Section 2. Maintaining General Orders

All general orders and memoranda shall be made available and accessible to all members on a 24-hour basis.

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ARTICLE III

SCOPE OF EMPLOYMENT

Section 1. Duties

The duties of the police officers shall be the repression and prevention of crime, the enforcement of Town ordinances and the statutes of the State of Rhode Island and such other and necessary administrative and service functions as may be prescribed by the Town in accordance with the provisions of its ordinances or the statutes of the State of Rhode Island, in such cases made and provided.

Section 2. Maintenance of Vehicles

Police officers shall not be required to perform any maintenance on police vehicles. This provision shall not however restrict the Town from requiring officers to keep the vehicles clean, properly fueled and at a proper oil level.

Section 3. Resignations

Any resignation shall be submitted, in writing, to the Chief and shall be irrevocable at the expiration of five (5) days from the date of submission.

ARTICLE IV

OUTSIDE EMPLOYMENT

Section 1. Permission for Outside Employment

Any police officer employed within the bargaining unit desirous of engaging in outside employment shall provide written notification in advance and shall be required to receive written permission from the Chief or his designee before commencing any outside employment. The employee shall indicate the nature of employment, location, anticipated hours of work, and means by which he may be contacted while employed elsewhere. It is understood that the needs of the Department shall be the primary consideration. Therefore, employees shall have the obligation to be available and physically fit for full performance of their police duties. Should it be determined that authorized outside employment is not appropriate or is interfering in some way with the employee's job performance or otherwise, the Chief shall have the authority to revoke permission or restrict said outside employment in a manner reasonably deemed necessary to maintain a professional police department. It is understood that any outside employment shall not encompass work which adversely affects the integrity or reputation of the Department.

Section 2. Outside Employment Prohibited

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 said employment would substantially impede recovery.

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ARTICLE V

MISCELLANEOUS POSITIONS

Section 1. Operations Sergeant

There is hereby created the position of Operations Sergeant who shall be paid the same salary and with the same benefits as a Sergeant. The position shall be filled annually through an interview process with the Chief (or his designee) which shall be completed prior to the bidding procedure (per Article VI, Section 4) for Exhibit A positions. The Operations Sergeant shall not be included in the minimum staffing schedule and cannot be utilized to fill a Sergeant's vacancy for minimum staffing purposes. The Operations Sergeant shall work five (5) days per week, Monday through Friday, eight hours per day and shall not be scheduled to be on duty on Saturdays, Sundays and holidays. If no Sergeant desires the Operations Sergeant position, it shall be filled by the Sergeant with the least amount of rank seniority.

Section 2. Executive Lieutenant

The Chief may, at his discretion, establish and maintain the position of Executive Lieutenant who shall be paid at the same salary and with the same benefits as a Detective Lieutenant. The position shall be filled annually through an interview process which shall be completed prior to the bidding procedure (per Article VI, Section 4) for Exhibit A positions. Only Lieutenants or Sergeants in line to be promoted to the rank of Lieutenant shall be eligible to be interviewed. In the event that no Lieutenant desires the Executive Lieutenant position, it shall be filled by the Lieutenant with the least amount of rank seniority. The Executive Lieutenant shall be assigned to the First Shift and work five (5) days per week, Monday through Friday, eight hours per day.

The Executive Lieutenant shall accrue annual leave pursuant to Article XI, Section 1(a)(v) (5-2 work schedule).

Section 3. Auxiliaries

When a police officer retires and chooses to remain as an auxiliary, the retired officer will be placed on an auxiliary list with seniority from his date of appointment as an active police officer. For those retired officers who participated in the now-defunct Reserve Officer Program, prior reserve time will also be added to seniority. Auxiliaries shall be subject to all Departmental Rules, Regulations and Orders governing auxiliaries.

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In the event that a retired officer's decision to become an auxiliary is not made contemporaneously with his retirement, then the Chief, prior to authorizing the retired officer as an auxiliary may reasonably assess his fitness to perform the functions of an auxiliary.

If an auxiliary has been inactive for more than two (2) years (as determined by the special detail records), the retired officer shall be removed from the auxiliary list. However, the retired officer may be reinstated to the list subject to his fitness to perform the functions of an auxiliary as reasonably assessed by the Chief.

Section 4. Community Police Officers

Any police officer selected to serve as a member of the Community Police Unit, which includes D.A.R.E. Officers and the School Resource Officer(s), shall serve in these positions for no longer than three (3) consecutive years, unless an extension is granted by the Chief upon the request of the officer. The grievance procedure provided in this Agreement shall be the sole and exclusive remedy available to any officer who disputes removal from these positions at any time. *[The three-year period for officers currently in CPU referred to in this section commenced as of July 1, 2007.]*

Section 5. Traffic Enforcement Sergeant

There is hereby created the position of Traffic Enforcement Sergeant who shall be paid at the same salary and with the same benefits as a Sergeant. The position shall be filled annually through an interview process with the Chief (or his designee) which shall be completed prior to the bidding procedure (per Article VI, Section 4) for Exhibit A positions. The Traffic Enforcement Sergeant shall not be included in the minimum staffing schedule and cannot be utilized to fill a Sergeant's vacancy for minimum staffing purposes. The Traffic Enforcement Sergeant shall work five (5) days per week, Monday through Friday, eight hours per day and shall not be scheduled to be on duty on Saturdays, Sundays and holidays. If no Sergeant desires the Traffic Enforcement Sergeant position, it shall be filled by the Sergeant with the least amount of rank seniority.

The Traffic Enforcement Sergeant shall be eligible for patrol shift order backs which may require modification of his normal working hours.

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NOTE: If no Sergeant is desirous of filling either the Operations Sergeant or Traffic Enforcement Sergeant positions, they shall be filled by the two Sergeants with the least amount of rank seniority with the Sergeant with the greater rank seniority selecting the position he wishes to fill.

Section 6. Special Investigation Officer

There is hereby created the position of Special Investigation Officer who shall be paid at the same salary and with the same benefits as a Patrol Officer. The position shall be filled annually through an interview process with the Chief (or his designee) which shall be completed prior to the bidding procedure (per Article VI, Section 4) for Exhibit A positions. The Special Investigation Officer shall not be included in the minimum staffing schedule and cannot be utilized to fill a Patrol Officer's vacancy for minimum staffing purposes. The Special Investigation Officer shall work five (5) days per week, Monday through Friday, eight hours per day and shall not be scheduled to be on duty on Saturdays, Sundays and holidays.

Section 7. Commercial Enforcement Officer

There is hereby created the position of Commercial Enforcement Officer who shall be paid at the same salary and with the same benefits as a Patrol Officer. The position shall be filled as needed through an interview process with the Chief (or his designee) which shall be completed prior to the bidding procedure (per Article VI, Section 4) for Exhibit A positions. The Commercial Enforcement Officer shall not be included in the minimum staffing schedule and cannot be utilized to fill a Patrol Officer's vacancy for minimum staffing purposes. The Commercial Enforcement Officer shall work five (5) days per week, Monday through Friday, eight hours per day and shall not be scheduled to be on duty on Saturdays, Sundays and holidays.

The Commercial Enforcement Officer shall be eligible for patrol shift order backs which may require modification of his normal working hours.

Section 8. Non-Waiver

Nothing in this Article, including any provisions creating particular positions for officers, shall be deemed or construed to be a waiver of the Town's rights under Section 4.04 of the Town Charter.

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ARTICLE VI

SENIORITY RIGHTS

Section 1. Seniority—How Determined

(a) Seniority of police officers shall be computed according to rank, and according to continuous service in rank. Seniority for patrol officer shall be computed according to his continuous service dating back to the original date of employment as a full time police officer for the Town.

(b) When more than one officer is hired on the same date, seniority shall be based on the academic rank at the completion of training at the Rhode Island Municipal Police Academy.

(c) In the event that one of these officers has already successfully completed training at the Rhode Island Municipal Police Academy when hired by the Town, then the officer already in possession of a Rhode Island Municipal Police Training Academy certification shall have seniority over the other officers hired on the same date.

(d) In the event more than one officer is hired and has already completed the Rhode Island Municipal Police Academy, then seniority shall be based on academic rank if the two or more are from the same class. If two or more officers are hired and have completed the Rhode Island Municipal Academy from different classes then the first police officer to complete his certification shall have seniority.

Section 2. Effect of Military Duty

The computation of "continuous service", as hereinabove referred to, shall include such period of time as a police officer, after his date of original employment, shall be engaged in involuntary active duty in the armed forces of the United States; provided, however, that such period of involuntary active duty shall not include a period of voluntary re-enlistment or other voluntary extension of military duty beyond the time of the original period of such involuntary active duty.

Section 3. Bidding for Details

Full time police officers shall have the right of first choice of preference on any special detail period. A rotating list shall be established and each detail shall be assigned according to the provisions of Article XIX, Section 5 of this Agreement.

MM, CJT

Section 4. Bidding for Work Shifts

Consistent with the efficient operation of the Department, non-probationary police officers shall be allowed to choose their work shifts annually on a seniority basis. The sign-up sheet for Exhibit A shall be posted between May 1st and May 15th each year. Officers' choices shall be made no later than June 1st of each year and shall not be used as a squad change. Shift assignments will be implemented by July 1st.

Section 5. Layoffs and Recalls

In the event that it shall become necessary for the Town to lay off police officers, such layoffs shall be by inverse seniority, commencing with the least senior officer. Police officers laid off in accordance with this section shall be recalled in reverse order of their layoff, provided that each officer: (1) resumes employment within thirty days of the offer to rehire; (2) satisfies entry-level physical requirements of a full-time police officer; and (3) the period of layoff is not in excess of three (3) years. Officers who are recalled shall be restored to their position of police officer at the same rank and seniority held prior to their layoff. During the period of layoff, officers are responsible for keeping the Town apprised of their current residence and email addresses and phone number.

Section 6. Seniority Where Reduction in Rank

Notwithstanding the provisions of this Article VI, Section 1 whenever an officer is reduced in rank for whatever reason, his rank seniority in the higher rank shall not be utilized in determining his rank seniority in the lower rank. However, the officer will receive credit for the time he spent in the lower rank. For example, a lieutenant who has held that rank for five (5) years and who is demoted to the rank of sergeant shall only receive credit for the years he was a sergeant in determining his rank seniority after the demotion.

MM, CJT

ARTICLE VII

VACANCIES

Section 1. Filling Permanent Vacancies

Every reasonable effort will be made to fill permanent vacancies in the total number of authorized police officers within 120 days of the actual vacancy. Notwithstanding the foregoing, a vacancy shall not exist until the Town so declares it.

Section 2. Filling Shift Vacancies

When the Chief determines it to be in the best interests of the Town, he shall fill any single shift vacancy. Consistent with the efficient and effective operation of the Department, any such vacancy shall be filled by police officers in order of seniority within a rank. Except as provided herein, all patrol officer vacancies shall be filled by a patrol officer. However, to avoid the order-back of a patrol officer, a patrol officer vacancy may be offered to sergeants after first being offered to patrol officers. A sergeant's vacancy shall be offered first to sergeants, then to lieutenants, and then to captains. It shall then be offered to patrol officers, provided, however, that a patrol officer can fill a vacancy created by a supervisor only if another supervisor is working on the shift. A lieutenant's vacancy shall be offered first to lieutenants, then to sergeants, and then to captains. It shall then be offered to patrol officers, provided, however, that a patrol officer can fill a vacancy created by a supervisor only if another supervisor is working on the shift. In the event such single shift is not filled using this method, it shall be filled in accordance with this Article VII, Section 3.

Section 3. Call Backs to Fill Vacancies

The phrases "call back" and "order back" are used interchangeably throughout this Agreement and are meant to cover a situation where an officer is ordered into work.

(a) Call back for all police officers, for the purpose of shift vacancies, shall be administered on a rotating list regardless of the length of the call back (e.g. 4 hours or 8 hours), starting with the junior officer within each rank, with said list to be in effect annually from July 1st through June 30th. However, call backs for officers on days off shall be tracked on a separate Day Off Call Back List starting with the eligible junior officer within each rank regardless of any other call backs already made in accordance with the first sentence of this section. This Day Off Call Back List shall also be in effect annually from July 1st through June 30th.

MM, CJT

(b) No police officer will be called from leave or for the period of sixteen (16) hours prior to the commencement of leave and the period of sixteen (16) hours following the completion of leave, except in cases of emergencies.

(c) Consistent with the efficient and effective operation of the Department, no officer will be called back to fill a patrol vacancy on an officer's scheduled day off. However, an officer may be called back to fill a patrol vacancy on his scheduled day off one time per year and then, only when (a) there are no other officers eligible for call back; and (b) the scheduled day off is not consecutive to either annual leave, comp time, personal leave, sick leave, holidays, training, or any leave approved by the Chief.

(d) No officer shall be called back to work a third vacancy in a tour if working that third vacancy causes the officer to work a third sixteen consecutive hour work day in the same tour, except in an emergency as so designated by the Chief.

(e) See Article XVIII, Section 4 for Call Back Pay.

Section 4. Limitation on Filling Vacancies

(a) Officers may voluntarily sign up to fill the vacancies by using the computerized program authorized by the Chief. Signing to fill the vacancies shall be done by numbering the vacancies the officer wishes to fill (e.g. #1, #2, #3). The officer's second selection (i.e. #2) must be on a day following the officer's first selection (i.e. #1). However, an officer may work a vacancy out of order to prevent a call back. By way of example, if an officer has signed up to fill a vacancy on a Friday (#1) and a Saturday (#2), he may also elect to fill a vacancy on a Wednesday (#3) to prevent a call back. In such case, the officer's first and second selections (on Friday and Saturday) will remain as his first two choices, even if he works the Wednesday vacancy.

(b) No officer may voluntarily sign up for more than two (2) vacancies in a tour that would cause that officer to work more than sixteen consecutive hours of work.

(c) Once an officer is locked in to fill two vacancies in a week (i.e. Sunday to Saturday), he shall not be allowed to sign up to fill a third vacancy in that same week, notwithstanding the officer's seniority, until other officers holding that same rank shall have the opportunity to fill the vacancy. An officer who has been ordered back to fill a vacancy during a week (Sunday to Saturday) shall not have the filling of that vacancy count as one of their locked-in vacancies.

Section 5. Bumping

No officer may bump another officer from any single shift vacancy within 48 hours of the commencement of such vacancy.

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ARTICLE VIII

PROMOTIONS

A. Promotions for the Ranks of Sergeant and Lieutenant

Section 1. When Given

The promotion process shall commence every other year during the first week in March and be completed by June 30th.

Section 2. Promotional Process Scoring

(a) Each applicant for a promotion shall participate in the promotional process described in paragraphs (i) to (iv) and shall be awarded up to one hundred (100) points as follows:

- (i) Up to thirty-five (35) points to be determined by the results of a written examination to be prepared by an impartial national organization with experience in police promotional examinations.
- (ii) Up to twenty-five (25) points to be determined by an oral examination administered by three outside police officers selected from neighboring communities by the Chief. Each member of the oral examination board must be a rank equal to or greater than the vacant position.
- (iii) Up to twenty (20) points for seniority. One (1) point is to be awarded for each year of completed service within the officer's current rank.
- (iv) Up to ten (10) points to be based on the Chief's recommendation and at his discretion. These points must be submitted to the Town Manager prior to the first phase of the promotional process.
- (v) Up to five (5) points based on the officer's supervisor's recommendation.
- (vi) Up to five (5) points for education based on the following degrees:

Associate's Degree - 1 pt.

Bachelor's Degree - 3 pts.

Master's Degree - 5 pts.

College credits are awarded for law enforcement degree programs only.

MM, CJT

(b) The points awarded pursuant to the above examination process shall be locked in as of the end of the promotion process (i.e. June 30th in the year of the test).

Section 3. Creation and Posting of Promotional List

(a) Upon completion of the examination process, a promotional list shall be created and shall be in effect for two (2) years commencing on July 1st and ending two (2) years thereafter on June 30th.

(b) The name and scores of the top five (5) scoring officers for each promotional vacancy shall be posted at a location accessible only to employees.

(c) The Chief shall submit a list of the top three (3) applicants for every promotional vacancy within the Department to the Town Manager for consideration. The Chief shall also submit his recommendation with respect to the promotion. The Town Manager shall review the qualifications of the three and make a final decision.

B. Promotions for the Rank of Captain

Section 4. When Given

The promotion process shall commence every other year during the last week in April and be completed by May 31st.

Section 5. Promotional Process Scoring

(a) Each applicant for a promotion shall participate in the promotional process described in paragraphs (i) to (iv) and shall be awarded up to thirty (30) points as follows:

- (i) Up to ten (10) points for seniority. One (1) point is to be awarded for each year of completed service within the officer's current rank.
- (ii) Up to ten (10) points to be based on the Chief's recommendation and at his discretion. These points must be submitted to the Town Manager prior to the beginning of the promotional process.
- (iii) Up to five (5) points based on the officer's supervisor's recommendation.
- (iv) Up to five (5) points for education based on the following degrees:

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Associate's Degree – 1 pt.

Bachelor's Degree – 3 pts.

Master's Degree – 5 pts.

College credits are awarded for Law Enforcement degree programs only.

(b) The points awarded pursuant to the above examination process shall be locked in as of the end of the promotion process (i.e. June 30th in the year of the test).

Section 6. Creation and Posting of Promotional List

(a) Upon completion of the promotional process, a promotional list shall be created and shall be in effect for two (2) years commencing on July 1st and ending two (2) years thereafter on June 30th.

(b) The name and scores of the top four (4) scoring officers for each promotional vacancy shall be posted at a location accessible only to employees.

(c) The Chief shall submit a list of the top three (3) applicants for every promotional vacancy within the Department to the Town Manager for consideration. The Chief shall also submit his recommendation with respect to the promotion. The Town Manager shall review the qualifications of the three and make a final decision.

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ARTICLE IX

HOURS OF EMPLOYMENT

Section 1. Hours

(a) The regular work week for police officers, excepting the members of the Detective Division and such other police officers whom the Chief may from time to time designate, shall be thirty-seven and one-half (37½) hours, consisting of four (4) days of eight (8) hours of duty each, followed by two (2) consecutive days off after such fourth day. The four (4) days of work shall constitute a “tour” for officers covered by this subsection.

(b) The regular work week for the members of the Detective Division and such other police officers whom the Chief may from time to time designate, shall consist of five (5) days of eight (8) hours of duty each, Monday through Friday of each week, followed by two (2) consecutive days off (Saturday and Sunday of each week). The five (5) days of work shall constitute a “tour” for officers covered by this subsection.

(c) Officers who work the midnight to 8:00 a.m. shift when the clocks are turned back in the fall shall be compensated for the additional hour worked at their overtime rate of pay.

(d) Officers who work the midnight to 8:00 a.m. shift when the clocks are moved forward in the spring shall be required to work a full eight-hour shift beginning at midnight and ending at 9:00 a.m.

Section 2. Shift Changes by Chief

Whenever a police officer’s shift is changed, he shall be furnished a definite and positive reason or reasons for such change, provided a request in writing for such reason is made by such police officer within five (5) working days of notification and addressed to the Chief or Acting Chief. The Chief or Acting Chief shall provide reasons, in writing, within five (5) working days.

Section 3. Shift Changes Requested by Officer

When a police officer requests a change in shift, other than the police officer’s selection in July, he must state in writing his reason for requesting said change of shift.

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Section 4. Switching Tours of Duty

Police officers shall be allowed to make switches in tours of duty with another officer consistent with the provisions as set forth below.

(a) Any shift switch shall be restricted to a patrol officer for a patrol officer, or supervisor for supervisor. The term supervisor as used in this section refers to a Sergeant or Lieutenant.

(b) Notification of shift switches shall be submitted in writing in advance to the Officer in Charge or Uniform Commander on a notification form provided by the Chief. Shift switches shall not be allowed if they interfere with scheduled training, or with court appearances, and the officer shall verify same on the notification form.

(c) In addition, no more than two patrol officers and no more than one supervisor shall be allowed to switch if from different shifts. To ensure that no more than the maximum number of officers and/or supervisors are switching shifts, officers and/or supervisors shall be required to check with the Uniform Commander or Officer in Charge before switching their shifts. There shall be no limitation on the number of officers or supervisors allowed to switch shifts if they are from the same shift.

(d) Both officers involved in a single switch shall be afforded the protections of Article VII, Section 3(b).

Section 5. Court Time

Police officers shall be ordered for "call back" and for attendance at court, in such instances when it is reasonably certain that their services and attendance will be necessary; and as soon as such services and attendance are completed, they shall be relieved of such order.

ARTICLE X

MINIMUM STAFFING

Section 1. Squads and Exhibit A

Each shift shall be assured of sufficient police personnel as determined by the Chief; provided however, all three (3) shifts (i.e., 8:00 a.m. – 4:00 p.m., 4:00 p.m. – 12:00 midnight and 12:00 midnight – 8:00 a.m.) of the Uniform Patrol Division shall be staffed with at least two (2) squads. The composition of said squads shall be as set forth in the duty roster attached hereto, marked Exhibit A and merged herein.

Section 2. Staffing on Shifts

The staffing of each work shift shall consist of a minimum of four patrol officers "available for calls" to ensure that the patrol division is adequately staffed. The term "available for calls" is understood to mean that patrol officers are readily available to respond to calls for service. Patrol officers given other assignments, that are known in advance to last more than two (2) hours in duration, such as in-service training sessions, are deemed "not readily available for calls". This Agreement is not intended to cover front communication center desk assignments during breaks, attendance at meetings or other assignments that last less than two (2) hours in duration. They will not require additional staff coverage.

Section 3. Effect of Prisoners in Custody

If a suspect is arrested during a patrol shift and a patrol officer must be assigned to the Prisoner Monitoring Room, staffing may fall below four (4) patrol officers available for calls for the remainder of that patrol shift. However, if the suspect will be held into the next patrol shift for more than two (2) hours in duration, causing staffing on the next shift to fall below four (4) patrol officers available for calls, then a patrol officer shall be called back to ensure that a minimum of four (4) patrol officers are available for calls.

Section 4. Third Shift Order Backs

Notwithstanding any provision of this Agreement to the contrary, Third Shift order-backs, to include order-backs for Third Shift prisoner watch assignments, shall only occur to the extent that it is necessary to accomplish the minimum staffing requirement of 5 officers "available for calls," at least one of whom is a supervisor. This minimum staffing may consist of either 1 supervisor and 4 patrol officers or 2 supervisors and 3 patrol officers. Consistent with

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existing provisions of the collective bargaining agreement, the Department shall attempt to fill Third Shift patrol vacancies to satisfy Exhibit A staffing requirements, and attempt to fill prisoner watch assignments to ensure that 4 patrol officers are “available for calls.” However, when officers decline to voluntarily accept these Third Shift overtime opportunities, then order-backs shall only be made to satisfy the minimum staffing requirement of 5 officers “available for calls,” at least one of whom shall be a supervisor, as set forth above.

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ARTICLE XI

ANNUAL LEAVE

Section 1. Amount and Accrual of Annual Leave

(a) Police officers who have been in continuous service of the Town for the periods of time as herein set forth, shall be granted the following annual leave for such periods of continuous service (*on or after January 1, 1979 "continuous service" for the purpose of annual leave shall include all time accumulated from the time a person starts employment with the Department as a police officer trainee, attendance at the Municipal Police Training Academy and probationary period, resulting in appointment as a permanent officer*):

- (i) After one (1) year, sixteen (16) working days.
- (ii) After five (5) years to the completion of ten (10) years, twenty (20) working days.
- (iii) After ten (10) years to the completion of fifteen (15) years, twenty-four (24) working days.
- (iv) After completion of fifteen (15) years, twenty-nine (29) working days.
- (v) Those police officers of the Department who are employed on a 5-2 work schedule shall be granted one (1) day of annual leave in addition to the respective periods continuous service hereinabove set forth.

(b) Annual leave may not be taken in amounts less than one (1) working day.

(c) Police officers shall be allowed to accumulate their respective annual leave over a period of two (2) years and upon written request paid for such accumulation.

(d) Any police officer who, with the approval of the Chief, takes a leave of absence without pay shall cease to accrue annual leave as well as the other benefits (except health benefits) contained within this collective bargaining agreement.

(e) At the completion of a field training officer cycle, participating field training officers shall receive sixteen (16) hours of annual leave, regardless of the number of new officers trained during the cycle. Such annual leave will be recorded at straight time and shall not be recorded at a rate of time and one half.

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(f) Officers who use less than 50% of their annual leave in an employment year shall be credited with one additional annual leave day. An officer shall be entitled to this additional annual leave day even if he elects to be paid for his accumulated unused annual leave days. For the purposes of this section, an officer's "employment year" shall be the 365-day period between the officer's anniversary date of hire.

Section 2. Selection Priority

The allocation of dates of annual leave shall be first according to rank and then according to seniority.

Section 3. Requesting Annual Leave

Consistent with the efficient and effective operation of the Department, police officers shall be granted annual leave provided they submit their request in writing seventy-two (72) hours in advance.

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ARTICLE XII

OTHER LEAVE

Section 1. Sick Leave

(a) Each police officer shall accrue sick leave at the rate of up to fifteen (15) working days per year at the rate of 1.25 days per month; and such sick leave may accumulate up to one-hundred twenty (120) working days. Commencing July 1, 1988, a police officer, at his option, will be awarded one (1) additional annual leave day for each five (5) sick days accumulated in excess of one hundred twenty (120). The Town may grant such additional days of sick leave as it may determine in its sole discretion.

(b) Sick leave shall be granted for the following defined reasons:

- (i) Illness or physical incapacity of the police officer, which renders him unfit to perform the duties of his current assignment or service.
- (ii) Quarantine as established and declared by the Rhode Island Department of Health, or other competent authority, for the period of such quarantine.
- (iii) Illness or physical incapacity of the police officer's spouse, child, or household member, where the illness or physical incapacity requires the police officer's attendance upon the spouse, child or household member, not to exceed, however, seven (7) days in any quarter nor fifteen (15) days annually.

(c) Sick leave up to and including four (4) consecutive work days may be taken without the necessity of a certificate of a physician; provided, however, that any police officer on sick leave maybe examined by a physician at the discretion of the Chief or the Town and said physician shall be paid for by the Town.

(d) Sick leave shall not be regarded as any part of bereavement leave, emergency leave, annual leave, or leave due to job-related injuries.

(e) A police officer, upon termination of employment with the Town shall be paid for accumulated sick leave not exceeding one hundred (120) working days.

(f) Any police officer taking leave of absence without pay shall cease to accrue sick leave entitlements during the period of such absence.

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(g) Officers wishing to utilize their sick time for individual or family medical appointments may do so in no less than a four-hour block of time with the following conditions/restrictions:

- (i) For the purposes of this section, “family” shall mean the officer’s spouse, child, household member or parent.
- (ii) The four-hour block of time must be either at the beginning or the end of the officer’s tour of duty.
- (iii) The restrictions on calling back officers as set forth in Article VII, Section 3(b) shall not apply. That is, officers using a four-hour block of time under this section may still be called back to work.

(h) The FOP and employees acknowledge that regular and predictable attendance is an essential function of each position within the Department.

(i) Officers who use less than their allotted sick leave in a fiscal year shall receive a payment in accordance with the following schedule within thirty (30) days after the end of the fiscal year. In calculating allotted sick leave for the purposes of this section, the four (4) personal days under Article V, Section 3 shall be deducted from the fifteen (15) days accruable under Article VII, Section 1(a).

• If used no days	—	\$450
• If used 2.75 days or less	—	\$350
• If used 5.5 days or less	—	\$250
• If used 8.25 days or less	—	\$100

Section 2. Bereavement Leave

The Town shall grant to each police officer bereavement leave up to three (3) working days in the event of the death of such police officer’s mother, father, wife, husband, child, brother, sister, significant other (defined as unmarried companion domiciled with the officer), step-mother, step-father, grandfather, grandmother, mother in-law or father in-law. One (1) day of such leave will be granted for attendance at the funeral of a step-brother or step-sister. Bereavement leave shall not be regarded as any part of sick leave or annual leave.

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Section 3. Emergency Leave

Requests for emergency leave shall be made directly to the duty Patrol Shift Supervisor (for Patrol Division members), Detective Commander (for Detective Division members), or Deputy Chief (all others). Upon returning for duty, police officers shall submit an inter-departmental memorandum describing the emergency situation, as well as evidence of such emergency. The memorandum shall be completed and forwarded to the Chief on the police officer's first day of duty after return from the emergency situation. The Chief, in his discretion, may deduct said emergency leave from the officer's accrued annual and/or sick leave entitlements.

Section 4. Personal Days

Employees shall be entitled to four (4) non-cumulative personal days each fiscal year. Personal days taken under this section shall be charged against an employee's sick leave. In order to track an employee's use of sick time under Article XII, Section 1(a) and an employee's personal days under this section, the first four (4) days accrued by an employee under Article XII, Section 1(a) shall be credited to the so-called Personal Day Bank. The next eleven (11) days accrued shall be credited to the so-called Sick Leave Bank. On June 30th of each fiscal year, any days remaining in an employee's Personal Day Bank shall be credited to the employee's Sick Leave Bank.

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ARTICLE XIII

HOLIDAYS

Section 1. Holidays

The following holidays shall be paid holidays for all police officers:

New Year's Day	Veterans Day
Fourth of July	Presidents' Day
Memorial Day	R.I. Independence Day
Victory Day	Thanksgiving Day
Labor Day	Christmas Day
Columbus Day	Martin Luther King Day
Easter	

Section 2. Holiday Pay

(a) Holiday pay shall be compensated at the rate of one (1) day of the police officer's annual salary; and holiday pay shall be paid to each officer in addition to his salary, whether or not such police officer works on such holiday. If a police officer is assigned to work on a holiday, it will be at the rate of time and one-half in addition to holiday pay.

(b) Members working signed vacancies or order back vacancies on Thanksgiving and Christmas Day shall receive four (4) hours straight time pay, in addition to holiday pay and the time and one-half rate of pay for working said vacancies.

(c) Members working on Thanksgiving and Christmas Day pursuant to a shift swap shall receive four (4) hours straight time pay, in addition to holiday pay. These members shall not receive an additional time and one-half.

Section 3. Personnel Not Required to Work

Members of the Detective Division, and such other personnel whom the Chief may from time to time designate, shall not be required to work on holidays set forth above.

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Section 4. Replacements

On the holidays of Christmas, New Year's Day and Thanksgiving, a police officer is required to get his own replacement for his regular scheduled shifts from 8:00 a.m. the day preceding the holiday to 8:00 a.m. the day following the holiday.

Section 5. Leave on Holidays

No police officer shall be granted annual, compensatory or personal leave on the holidays set forth above in Section 1 unless said officer obtains his own replacement if a replacement is required. However, an officer who is out on extended sick leave (i.e. any time where a doctor's note is required) and is out of sick time may request that the Chief allow him to use annual, compensatory or personal leave.

ARTICLE XIV

INJURIES AND MEDICAL BENEFITS

Section 1. Injuries on Duty

All police officers who are injured while in the performance of duty shall receive full salary from the date of incapacity until placed on disability retirement by the Town. All injuries and recurrence of injuries shall be reported as required by the regulations of the Department.

Section 2. Duration of IOD Status

In the event that a police officer who has been injured in the performance of his duty is unable, after six (6) months, to perform his regular assignment (which period may be extended to twelve (12) months in the discretion of the Town Manager upon submission of satisfactory medical documentation), the Town may require the police officer to apply for a disability pension with the Employees' Retirement System of Rhode Island and to retire upon the receipt of same.

Section 3. Medical Benefits

Police officers injured while in the performance of duty shall receive the following medical care and service:

(a) For injuries requiring hospitalization, a hospital of the choice of the injured police officer; or in case of an emergency, of the choice of the person in charge. The injured police officer shall have the right of a physician of his choice for treatment.

(b) For injuries not requiring hospitalization, the injured police officer shall have the right of a physician of his choice for treatment.

(c) For injuries not requiring medical attention, a report of the injury, and the nature of the treatment, if any shall be made in writing to the Chief.

Section 4. Medical Examinations

(a) A Town physician may examine an employee who reports an illness or injury, whether job related or not, and also to determine whether or not an employee is fit for duty and ready to return to work.

(b) If an employee reports an illness or injury, the employer shall have the right to require employees to submit periodically or occasionally to medical examinations, and for cause such other examinations as are appropriate.

(c) If a police officer is required to undergo a medical examination, the expense shall be borne by the Town, if not otherwise covered by the officer's health insurance coverage. The examination shall be limited to the specific injury or condition which caused the officer to undergo the examination and the results shall be furnished to the officer and Chief and shall remain confidential, to the extent required by law or paragraph (d) below.

(d) In the event of a dispute as to the nature, extent or causation of an injury, illness, disability, or recurrence thereof or as to the medical necessity and reasonableness of medical services and expenses, it shall be resolved in the following manner: A physician designated by the Town and a physician designated by the officer or FOP shall select a neutral physician to examine the officer and review all relevant medical records and invoices. 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. Cost of third physician shall be borne by the Town.

Section 5. Outside Employment While IOD

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 said employment would substantially impede recovery.

Section 6. Light/Modified Duty

(a) The Town may require an officer who is partially disabled to report and perform light/modified duty work available within the Department, provided that such light/modified duty is (1) in anticipation of an eventual return to full-time regular duty; (2) consistent with the officer's physical capabilities and limitations as mutually determined by the Town's and officer's physicians; and (3) such light/modified duty assignment will not impede the officer's recovery. An officer shall not be required to report to perform light/modified duty until any dispute arising under Section 4(d) has been resolved.

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(b) The Town may allow an officer who is partially disabled due to an off-duty injury or condition to report and perform light-duty work available within the Department, on the same basis and under the same conditions as set forth in subsection (a), for up to six (6) months, extendable at the discretion of the Chief.

(c) Light duty scheduling shall be set by the Chief, on a case by case basis, in a reasonably accommodating manner on the first shift, or on another shift if it is mutually agreeable to the Chief and the officer. An officer who usually works either the second or third shift and has been assigned to work light duty on the first shift under this subsection shall have the right to grieve said assignment. An officer shall not be required to report to perform light duty until the dispute has been resolved in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In deciding the grievance, the arbitrator shall balance the needs of the Department versus the reason why the officer desires to remain on his usual shift.

Section 7. Reservation of ADA Rights

Nothing within this Article shall be construed to abrogate any of the rights or obligations under Title I of the Americans with Disabilities Act.

Section 8. Medical Benefits—Disabled Retirees

Any employee who has been placed on a disability retirement as a result of an injury in the performance of his duty for the Town shall receive medical benefits pursuant to Article XV, Section 3.

ARTICLE XV

HEALTH INSURANCE

Section 1. Active Members

(a) Effective January 1, 2024, all active officers shall be covered by the Blue Cross HSA \$2,000/\$4,000 deductible, Blue Solutions Plan with family coverage (when applicable) or individual coverage. The Town shall fund each officer's HSA account with \$4,000 for a family plan or \$2,000 for an individual account on January 1 of each contract year.

Commencing July 1, 2023, each officer with family coverage shall reimburse the Town in the amount of \$46.15 per week and each officer with individual coverage shall reimburse the Town in the amount of \$40.38 per week through weekly payroll deductions.

Commencing on July 1, 2024, each officer with family coverage shall reimburse the Town in the amount of \$53.85 per week and each officer with individual coverage shall reimburse the Town in the amount of \$46.15 per week through weekly payroll deductions.

Commencing on July 1, 2025, each officer with family coverage shall reimburse the Town in the amount of \$54.81 per week and each officer with individual coverage shall reimburse the Town in the amount of \$47.12 per week through weekly payroll deductions.

(b) An officer who leaves Town employment during the calendar year shall pay to the Town within 30 days of the date of separation any portion of the HSA deposit which has not been reimbursed to the Town. The Town may deduct said unreimbursed funds from any monies due to be paid to the officer by the Town upon separation from employment.

(c) An officer hired during the calendar year shall receive healthcare coverage under this Article XV, Section 1(a) above for the remainder of that calendar year, and thereafter shall receive healthcare coverage under this Article XV, Section (1)(b).

(d) Any officer, spouse or dependent who elects continued healthcare coverage pursuant to COBRA shall be covered under this Article XV, Section (1)(a) at their own expense.

(e) The Town shall provide Delta Dental Level I, Level II, Level III and Level IV Individual or Family Coverage, as appropriate, for members of the Department. Said coverage shall include Delta Dental Student Rider.

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Section 2. Coverage Provided—Retirees

(a) The Town agrees to allow retired members, at their own expense, to remain on any benefits in Section 1 that the member selects. If a retired member selects to remain with the Town plan and subsequently leaves the plan for any reason, it shall be solely within the discretion of the Town Manager to allow him to reenter the plan.

(b) The Town shall pay, as herein indicated, for continued full family or individual health care for every member of the bargaining unit who takes a normal retirement on or after July 1, 1988. However, employees hired after January 15, 2014, shall be required to pay during their retirement the same co-share and co-payments that were in place at the time they retired. The Town's obligation shall continue until (1) the retiree or his spouse receives health coverage from another employer; or (2) the retiree becomes eligible for Medicare or another federally subsidized health care program; or (3) the retiree dies, in which case a surviving spouse shall continue to receive the health care benefits provided to the retiree until the spouse remarries or is eligible to be covered by an alternative health plan from any other source, whichever event occurs first.

(c) If the health care coverage offered by the new employer provides a lesser level of benefits than the Town Plan, the Town shall pay to the health care provider the additional premium required to provide benefits comparable to the Town Plan. If the health care program provided by another employer of the retiree or his spouse ceases to be provided at any time before the retiree becomes eligible for Medicare or another federally subsidized health care program, then the Town's obligation to pay for health coverage as aforesaid shall resume.

(d) For the purposes of this subsection, "normal retirement" for employees hired on or before January 15, 2014 shall be either of the following:

- (i) Retirement after a minimum of twenty (20) years of service and/or purchased military time; or
- (ii) Retirement after a minimum of ten (10) years of service at a minimum of fifty-five (55) years of age.

(e) For the purposes of this subsection, "normal retirement" for employees hired after January 15, 2014 shall mean an employee who has satisfied the requirements of a service retirement under the Municipal Employee Retirement System (R.I.G.L. § 45-21.2-1 *et seq.*).

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(f) 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 sent to each employee no later than May 1 of each contract year and shall be submitted to the Town no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Town in a timely fashion, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

Section 3. Coverage Provided—Retirees on Disability Pension

Any employee who has been placed on disability retirement as a result of injury in the performance of his duties for the Town shall continue to receive all medical and dental benefits afforded by this Agreement, for all such retirements on or after July, 1981, but provided all of the following conditions are met:

(a) The retiree is not eligible for similar benefits at another place of employment, and if such is available, the Town's benefits end immediately. This provision applies at all times throughout the retirement, and once Town benefits have been discontinued, they shall be resumed by the Town Council only upon written application by the retiree or eligible survivor.

(b) Continued coverage shall apply to a surviving spouse only so long as he or she is not eligible for similar benefits otherwise, or he or she remains unmarried. Upon remarriage, benefits to the spouse cease immediately.

(c) Continued coverage shall apply to the legal surviving child only until:

(i) Age eighteen (18), if not married, or employed and receiving similar benefits at place of employment, or to age twenty-one (21) if a full-time student; or

(ii) Eligible for similar benefits under any other program.

(d) The Town expressly reserves the right to seek, and to prosecute for, return of all costs involved in any case of fraud under the provisions of this section, including legal costs and reasonable interest.

(e) Disability retirees shall sign an affidavit in the same manner as required under this Article XV, Section (2)(f).

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Section 4. Waiver of Coverage

If a husband and wife are both employees of the Town, including the School Department, the Town will pay for "Family" coverage for only one employee, and the other will be covered as an individual. If an officer elects not to receive the health and dental coverages described in Paragraphs (a) and (b) above, the Town shall pay the officer a lump sum based on the scale below. This payment shall be made to the electing employee in July of each year. An employee shall make his election allowed under this section in writing, addressed to the Finance Director and deliver it to the Finance Director's office. If an employee terminates employment with the Town, the employee agrees to reimburse the Town the pro-rata share of compensation in lieu of coverages and the Town may set off that obligation from any funds otherwise due the officer.

Scaled Health Insurance Sellback

# of Officers	Amount per Officer
1	\$2,000
2	\$2,000
3	\$2,000
4	\$2,500
5	\$3,000
6	\$3,500
7	\$4,000
8 or more	\$5,000

Section 5. OPEB Contributions

Employee's Other Post-Employment Benefits ("OPEB") contribution shall be one and one-quarter percent (1 ¼%) (as of July 1, 2025, one and one-half percent (1 ½%) of their annual salary (Article IX, Section 1(a)), and shall include longevity and holiday payments. Funds are to be deposited quarterly into the Town's OPEB Trust Fund. The employee's contribution shall be "pre-tax" pursuant to the Internal Revenue Code.

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ARTICLE XVI

OTHER INSURANCE

Section 1. Life Insurance

The Town shall continue in effect, and pay the premium therefor, coverage of Fifty Thousand (\$50,000.00) Dollars of life insurance for each police officer.

Section 2. Duty to Defend

The Town shall pay all reasonable legal fees that are incurred by a police officer in his defense of any charge brought or instituted against such police officer before a court of law and arising out of the performance of his duties and within the scope of his responsibility, and further within sixty (60) days of his acquittal of said charge or any dismissal thereof. The Town shall not be required to defend or pay for the defense of an officer for any criminal charge.

Section 3. Liability Insurance

The Town shall maintain insurance coverage, and pay all necessary costs and premiums therefor, insuring each police officer against any claim or legal action for damages instituted against such police officer for any conduct or action arising out of the performance of his duties as such police officer; provided, however, that the following limit of liability shall be included in such coverage:

- (a) One Million (\$1,000,000.00) Dollars any one person or any one accident.
- (b) Five Thousand (\$5,000.00) Dollars deductible provision.
- (c) The above coverage shall be provided if available from insurers; if any item is not available as stated, the maximum amount available shall be provided.

The deductible portion of the policy shall be paid by the Town and not by the police officer.

Section 4. Burial Expenses

The Town will pay for the actual burial expenses of an active police officer who dies on duty which amount shall not exceed Twenty Thousand (\$20,000.00) Dollars. Said payment shall be made to the estate of the deceased officer.

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ARTICLE XVII

CLOTHING, EQUIPMENT AND ALLOWANCES

Section 1. Uniforms and Equipment

The Town shall supply to each newly appointed officer a complete new uniform to consist of the following articles:

Winter Jacket, ¾ length, black
Winter Pants, (2 pair)
Winter Shirt (4)
Winter Hat, Garrison
Gloves
Dress Uniform Jacket, Gray
Dress Uniform Shirt, Gray
Gun Belt
Stinger Flashlight with Charger and Case
Dress Shoes, Black
Ties, Black (2)
Socks, Black (5 pairs)
Rain Coat
Reflective Traffic Safety Vest
Hat Covers (2)
Boots, Black, stretch-type
Summer Pants (2 pairs)
Summer Shirts (4)
SPD Pins for Shirt
Jacket, light weight, Black
Turtleneck
Baseball type cap
Sweater

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Bullet proof vests (to be replaced every five years)

Winter snowsuit

Any other clothing or equipment required by the Chief or the Department's policies.

Section 2. Traffic Vests

Police officers shall wear traffic vests for traffic direction and control, consistent with Department General Orders and Special Orders established by the Chief.

Section 3. Damaged Property

The Town shall replace and/or repair uniforms, uniform accessories and approved civilian attire of police officers, which may be damaged or destroyed in the line of duty. In the alternative, the Chief may elect to pay the officer the replacement value (as is reasonably determined by him) of items damaged or destroyed. In determining said replacement value, the Chief shall take into consideration the age and/or general condition of the item at the time it was damaged or destroyed.

Uniforms, uniform accessories and approved civilian attire that have been exposed to blood or other bodily fluids which can be removed through normal cleaning methods shall not be considered damaged or destroyed, and costs associated with their cleaning shall be borne by the individual officer with funds provided for in this Article XVII, Section 5 of this Agreement.

The Town shall not be responsible for any personal property lost, damaged or destroyed while the officer is on duty unless the Chief has approved in writing such personal property for use by the officer while on duty.

Section 4. Clothing Allowance

The Town shall grant to every police officer, after the first year of continuous service, an annual clothing allowance of One Thousand Three Hundred (\$1,300.00) Dollars, which shall be used only for the purchase of mandatory police uniforms, uniform accessories, police equipment, etc. Effective July 1, 2024, the clothing allowance shall increase to One Thousand Five Hundred and Fifty (\$1,550.00) Dollars.

MM CJT

Section 5. Cleaning Allowance

The Town shall grant to every police officer the annual sum of One Thousand (\$1,000.00) Dollars for the cleaning and maintenance of their police uniforms; and said amount shall be paid within thirty (30) days of July 1, or within thirty (30) days of the execution of this Agreement, whichever is later. Effective July 1, 2024, said cleaning and maintenance allowance shall increase to One Thousand Two Hundred and Fifty (\$1,250.00) Dollars.

AM CJT

ARTICLE XVIII

COMPENSATION

Section 1. Salaries

(a) The weekly salaries of police officers during the term of this Agreement shall be as follows:

	2023-2024		2024-2025		2025-2026	
	7/1/23	1/1/24	7/1/24	1/1/25	7/1/25	1/1/26
	\$500	\$500	\$500	\$500	\$500	\$500
	2.00%	2.00%	2.75%	2.75%	2.75%	2.75%
1st year Patrol Officer	1,202.83	1,236.69	1,280.58	1,325.68	1,372.01	1,419.62
2nd year Patrol Officer	1,280.19	1,315.60	1,361.66	1,408.99	1,457.62	1,507.58
3rd year Patrol Officer	1,357.56	1,394.52	1,442.74	1,492.30	1,543.22	1,595.54
Patrol Officer	1,434.90	1,473.40	1,523.80	1,575.59	1,628.79	1,683.47
Detective Patrol Officer	1,512.26	1,552.31	1,604.88	1,658.90	1,714.40	1,771.42
Sergeant	1,589.61	1,631.21	1,685.95	1,742.20	1,799.99	1,859.37
Detective Sergeant	1,666.98	1,710.13	1,767.03	1,825.51	1,885.59	1,947.32
Lieutenant	1,744.33	1,789.02	1,848.10	1,908.81	1,971.18	2,035.26
Detective Lieutenant	1,821.68	1,867.92	1,929.17	1,992.10	2,056.77	2,123.21
Captain	1,899.05	1,946.84	2,010.25	2,075.42	2,142.37	2,211.16

(b) The salaries for police officers permanently assigned to the Detective Division shall be computed in accordance with the schedule set forth in Section 1 (a) above and included in the salary schedule will be the ranks of Detective Patrol Officer, Detective Sergeant and Detective Lieutenant. This provision shall not apply to any patrol officer temporarily assigned to the Detective Division.

(c) Each Sergeant, Lieutenant and Captain who serves a full work week on the third shift shall be paid Fifteen (\$15.00) Dollars in addition to his pay for that week.

(d) All employees hired before July 1, 1995 and have the rank of Patrol Officer, and have completed one full year on the job, shall receive Top Patrol Officer rate. Only officers hired after July 1, 1995 will have a four-step system, which will consist of a pay grade for each year as a Patrol Officer. An officer will reach Top Patrol Officer rate after the third completed year on the job and will use the hire date as the date to determine the four-step pay grade for Patrol Officer rate for officers hired after July 1, 1995.

Section 2. Longevity

(a) The Town shall pay each police officer, who has been in continuous service with the Department for a period of five (5) calendar years, as determined from the date of his appointment, a longevity supplement to base salary according to the following schedule:

<u>Year of Service</u>	<u>Years Completed</u>	<u>Longevity Supplement Percentage</u>
6 th	5	5.0%
7 th	6	5.5%
8 th	7	6.0%
9 th	8	6.5%
10 th	9	7.0%
11 th	10	7.5%
12 th	11	8.0%
13 th	12	8.5%
14 th	13	9.0%
15 th	14	9.5%
16 th	15	10.0%
17 th	16	10.5%
18 th	17	11.0%
19 th	18	12.0%
20 th to retirement	19+	13.0%

(b) Such longevity payment shall be made to each eligible police officer on a weekly basis commencing with the first pay day of the service year in which the amount on entitlement starts; such weekly payment shall be equal to 1/52 of the total annual longevity payment entitlement.

Section 3. Overtime

Whenever a police officer works beyond eight (8) hours of continuous service in any given day, or in excess of his regular work week, he shall be compensated, in money, at a rate of time and one-half for each hour in excess of such regular eight (8) hour shift, with no minimum period of time.

MM, CJT

Section 4. Call Back Pay

(a) Police officers called back to duty when off duty shall be compensated per hour at a rate of time and one-half of their regular salary, with a minimum of three (3) hours.

(b) For staff meetings, all superior officers in attendance who are not on duty and who are called back shall be compensated per hour at a rate of time and one-half of their regular salary, with a minimum of two hours.

(c) All police officers called back for breathalyzer certification shall be paid callback pay at time and one-half (1½) with a minimum of two (2) hours.

Section 5. Court Time

(a) Police officers who are required to be in attendance at any court involving a criminal, civil or administrative proceeding arising out of their service, shall be compensated at time and one-half per hour at the rate of their regular salary, with a minimum of three (3) hours.

(b) The computation of the hours under this section shall commence from the designated hour of court attendance, and in addition thereto, the time of travel of the police officer to and from such court.

(c) Should such attendance by such police officer be during his regular tour of duty, the provisions of this section shall not apply, however, the provisions of Section 3 of this Article shall prevail where applicable.

(d) Whenever an off-duty police officer is placed on court standby but is not required to attend a court session, he shall be paid two (2) hours at time and one-half of the rate of his regular salary.

Section 6. Accreditation Bonus

Each member shall receive an annual accreditation bonus for each year that the Department receives or retains professional accreditation as follows:

<u>Contract Year</u>	<u>Amount</u>	<u>When Paid</u>
July 1, 2023-June 30-2024	\$ 750	July 2023
July 1, 2024-June 30-2025	\$1,050	July 2024
July 1, 2025 and thereafter	\$1,100	July 2025 and each July thereafter

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Section 7. Compensatory Time

(a) A police officer who fills a vacancy within the Department shall, subject to the approval of the Chief, have the option of receiving compensation for the time engaged in filling such vacancy, or of receiving compensatory time in accordance with law. Provided, however, police officers working overtime shifts or vacancies created as a result of reimbursable grants, or overtime shifts or vacancies created as a result of training opportunities made available through reimbursable grants, shall receive monetary compensation and not compensatory time, provided the Chief or his designee has provided advance notification that such overtime shifts or vacancies are related to reimbursable grants and must be taken as monetary compensation.

(b) Officers wishing to utilize their compensatory time may do so in no less than a four-hour block of time with the following conditions/restrictions:

- The four-hour block of time must be either at the beginning or the end of the officer's tour of duty.
- The restrictions on calling back officers as set forth in Article IV, Section 4(e) shall not apply. That is, officers using a four-hour block of time under this section may still be called back to work.

(c) As a condition of and prior to promotion to the ranks of sergeant and lieutenant, officers shall cash in all accrued compensatory time at their current rate of pay.

(d) Officers that are assigned to the Administrative Division or Community Policing Division shall accrue so-called "Administrative Comp Time." This Administrative Comp Time shall be accrued at time and one-half per hour worked, with a minimum of three (3) hours and can be taken as time off, but cannot be cashed out for monetary value. Administrative Comp Time shall be posted in accordance with annual leave. If an officer chooses to post Administrative Comp Time within seventy-two (72) hours, they are not protected from an order back. If an officer leaves or is promoted out of the Administrative Division or Community Policing Division, this Administrative Comp Time shall not be used by the officer transferring to a position listed on Exhibit A. However, that Administrative Comp Time shall be banked in the event the officer returns to either the Administrative Division or Community Policing Division, at which time the Administrative Comp Time can be used in accordance with this section.

Notwithstanding the foregoing, officers assigned to these two Divisions shall be paid in accordance with Article XVIII, Section 4 (Call Back Pay) if they are ordered back to work.

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Section 8. Emergency Pay

In the event the Governor or Town Manager or their designee declares a state of emergency, members who are required to report to work or remain working shall be compensated at the rate of time and one-half (1 ½) their normal rate of pay. Compensation for emergency pay under this section shall not exceed seven (7) days. Officers shall not be permitted to take compensatory time in lieu of monetary payment under this section.

MM, CJT

ARTICLE XIX

DETAILS

Section 1. Details Defined

(a) “Details” or “Special Details” shall mean services performed by police officers for which a person or party other than the Town is liable, or pays for such service. Whatever hours are worked on details shall not be considered in determining overtime as set forth in Article XVIII, Section 3.

(b) Each request for a detail officer is considered one (1) detail.

Section 2. Detail Pay

(a) Officers assigned to perform special details as identified in Article IV, Section 6, shall be compensated at the rate of Sixty-Five (\$65.00) Dollars per hour with a four (4) hour minimum guarantee. Any detail that lasts at least fifteen (15) minutes after the hour will be billed for a full hour. However, and notwithstanding the foregoing, any officer who works longer than four (4) hours on a road construction detail shall be paid a minimum of eight (8) hours. Of the Sixty-Five (\$65.00) Dollars per hour, Four (\$4.00) Dollars per hour shall constitute an administrative fee which shall be forwarded to the Department, and Three (\$3.00) Dollars per hour shall be paid into the Town’s OPEB Trust Fund. [Example: An eight hour detail shall result in the private vendor being billed in the amount of Five Hundred Twenty (\$520.00) Dollars. The police officer shall receive Four Hundred Sixty-Four (\$464.00) Dollars, while the Department receives Thirty-Two (\$32.00) Dollars and the OPEB Trust Fund receives Twenty-Four (\$24.00) Dollars.]

Police officers assigned to perform special details on (i) an emergency basis (i.e. where the vendor requests the detail within eight (8) hours of the start of the detail); (ii) a road construction detail on a weekend (Friday 4:00 p.m. to Monday 8:00 a.m.); (iii) a road construction detail commencing after 4:00 p.m. shall be compensated at the rate of One Hundred (\$100.00) Dollars per hour with a four (4) hour minimum guarantee. Of the One Hundred (\$100.00) Dollars per hour, Fifteen (\$15.00) Dollars per hour shall constitute an administrative fee which shall be forwarded to the Department. Any detail that lasts at least fifteen (15) minutes after the hour will be billed for a full hour. However, and notwithstanding the foregoing, any officer who works longer than four (4) hours on a road construction detail shall be

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paid a minimum of eight (8) hours.

A detail shall be considered a road construction detail if the work is being performed on either a state or local highway.

(b) For details in excess of eight (8) hours, an officer will be paid at time and one-half for each hour over the eight (8) hours.

(c) If a detail is canceled within one (1) hour of the scheduled start time, the officer shall be paid for a minimum of four (4) hours at the detail rate of pay set forth in this section. Notwithstanding the provision in Section 3(a), in the event of a cancelation under this subsection (g), the Town shall be responsible to remit the detail pay (including any applicable late fees or interest) to the officer only after it has been paid to the Town by the third-party vendor.

Section 3. Town's Responsibility

The Town shall be responsible for the payment of detail pay and said payment shall be included in the officer's next regular payroll check, provided that the officer's detail slip has been submitted and approved prior to payroll preparation.

Section 4. Holiday Pay Detail

(a) For such special details that occur on the holidays set forth in Article XIII, Section 1 as well as Christmas Eve and New Year's Eve, the compensation shall be double the amount per hour, as set forth in Section 3(a) hereof, each with a four (4) hour minimum guarantee. In these instances, Four (\$4.00) Dollars per hour shall constitute an administrative fee which shall be forwarded to the Department. The holidays shall be considered to commence at 8:00 a.m. on the day of the holiday, up to 8:00 a.m. on the day following each holiday. Christmas Eve shall be considered to commence at 8:00 a.m. on December 24th up to 8:00 a.m. on December 25th, and New Year's Eve shall be considered to commence at 8:00 a.m. on December 31st up to 8:00 a.m. on January 1st.

(b) Smithfield Ice Rink special details and Smithfield School Department special details (i.e. dances, basketball games, football games, special events, etc.) shall be exempt from being charged "double" for special details occurring on holidays, and shall be exempt from being assessed the administrative fee and/or the late fee provided for in this section.

MM CJT

Section 5. Assignments and Bumping

(a) The Chief or his designee, shall maintain records of all such special details.

Regular police officers may sign up for special details by order of seniority for two (2) details per week. Additional details may be signed for but the officer must designate the order of his preference and can be bumped on any detail over two (2) only by another regular police officer within 48 hours of the commencement of the scheduled detail.

(b) A police officer may bump an employee not covered by this Agreement up to 24 hours in advance of a detail, provided the police officer personally notifies the bumped employee or an immediate family member at the time the bumping takes place.

(c) Once an officer has been assigned to perform two special details in any one week (Sunday to Saturday), then the detail officer in filling any additional or special details during that week shall skip over the officer who has already been assigned two special details. However, if the detail is not filled by officers with less than two assigned details, then the detail officer shall offer the detail to those officers who had been skipped over before the detail is offered to non-police personnel.

(d) Officers working the midnight to 8:00 a.m. shift shall be permitted to accept and work a detail which commences at 7:00 a.m. on a day that they are working provided the officer is able to get another officer to commence his/her tour of duty at 7:00 a.m. and thus serve in his/her place for the last hour of the tour. Officers involved in this so-called "switch" do so with the understanding that the efficient operation of the Department is of paramount importance. Therefore, those officers must obtain their supervisors' approval and call back orders shall supersede any such switches.

Section 6. Rules and Regulations Applicable

Police officers engaged upon special details, shall be subject to all rules and regulations of the Department.

Section 7. Injuries on Details

Any police officer injured while on assignment for such special details, shall receive the same rights, privileges and benefits to which he may be entitled were he injured while performing his regular police duties. In addition, the Town shall be responsible for replacing or repairing all damaged or destroyed uniforms and equipment while on these special details.

AM CJT

ARTICLE XX

GRIEVANCE PROCEDURE

Section 1. Grievance Defined

For the purpose of this Agreement, the term "grievance" means: (i) any difference or dispute between the Town and an employee with respect to the interpretation, application or violation of any of the provisions of this Agreement; and (ii) any dispute involving summary punishment of two days or less as set forth in the Law Enforcement Officers' Bill of Rights (R.I.G.L. § 42-28.6-13(b)).

Section 2. Grievance Steps

Step 1: Submission of Grievance to Chief

Not later than fourteen (14) calendar days of the occurrence of an event giving rise to a grievance, the FOP shall submit a grievance in writing to the Chief, or in his absence the Acting Chief. Submitted grievances shall contain at a minimum the name of the aggrieved employee, a written statement of the grievance and the facts upon which it is based, a written allegation of the specific wrongful act and harm done, and a written statement of the remedy or adjustment sought. Within fourteen (14) calendar days after receipt of said grievance, said Chief or Acting Chief, shall discuss said grievance with the police officer or police officers and the FOP representative and shall issue a written answer to the grievance. Such answer must contain a decision on the merits of the grievance. If no decision is received from the Chief or the Acting Chief within the time specified, and the time to answer has not been extended by mutual agreement of the Chief, the grievant or Union, the grievance will be deemed to have been denied.

Step 2: Appeal to Town Manager

(a) If the grievance has been denied and, if, in the judgment of the Executive Committee of the Union, the nature of the grievance justifies further action, it shall, within fourteen (14) calendar days of the Chief's decision, or within fourteen (14) calendar days of when he could have acted, through the President and/or Executive Committee of the FOP, present the grievance, in writing, and signed by an officer of the FOP to the Town Manager, with any additional supporting material as to why the Chief's original denial should be reversed.

(b) The Town Manager shall respond to the grievance within twenty-one (21) calendar days of receipt. If either party feels it is necessary to amplify the reasons for the grievance, the Town Manager shall meet with the individual or individuals involved and the President or the Executive Committee of the FOP as determined by the FOP and the Chief for the purpose of conducting a hearing on the grievance. Each side shall be entitled to call witnesses and submit material in support of its position. All parties are entitled to be assisted by counsel provided at their own expense at such hearing.

Any hearing requested shall be held within twenty-one (21) calendar days of the date on which it is requested. The Town Manager shall render his decision on the merits of the grievance within twenty-one (21) calendar days of the aforementioned hearing, or within twenty-one (21) calendar days of receipt of the grievance, whichever is later.

(c) If no decision is received from the Town Manger within the time specified in (b) above, and the time to answer has not been extended by mutual consent of the Town and the Union, the grievance shall be deemed to have been denied.

Step 3: Arbitration

(a) If either party to this Agreement desires to proceed further with the grievance after the provisions of Step 2 have been compiled with, it shall notify the other party to this Agreement in writing within fourteen (14) calendar days after receipt of the written decision, or within fourteen (14) calendar days of the date on which a decision should have been rendered under (b) above, that it is referring the matter to the American Arbitration Association in accordance with its rules then obtaining.

(b) The Arbitrator shall render his decision in accordance with the rules and regulations of the American Arbitration Association. The decision handed down by this Arbitrator shall be final and binding upon all parties to this Agreement. The Arbitrator shall be without power or authority to issue an award which involves any matter where the Town's decision is final and binding under the terms of this Agreement or by applicable law.

(c) Fees and necessary expenses of the Arbitrator shall be borne by the parties equally.

(d) The Arbitrator shall have no authority to add to or subtract from the terms of this Agreement.

MM, CJT

Section 4. Withdrawing Grievance

Any grievance instituted by any police officer or police officers may be withdrawn by notice, in writing, addressed to the Chief, the President or Vice President of the FOP, or the Town Manager in the respective stages of the presentation of such grievance as herein set forth.

Section 5. Reprimands Subject to Grievance Procedure

Any reprimand issued by the Chief or his designee shall be reviewable in accordance with the grievance and arbitration procedures of this Agreement.

PAN, CJT

(b) Participants in the State Plan, as well as the Town, shall contribute such amounts as may be required pursuant to the State Plan.

Section 3. Base Salary for Calculating Pension

(a) For disability pension calculation purposes, for officers who retired before July 30, 2005, base salary shall include only the retiring officer's base salary, overtime and longevity supplement set forth in Articles XVIII, it being expressly understood that accumulated vacation and sick days shall be excluded from such calculations.

(b) For regular and disability pension calculation purposes, for officers who retire on or after July 30, 2005, base salary shall be as defined by the State Retirement System.

Section 4. Vesting

The vested percentage, in said existing pension plan, to be used in determining the pension benefit for a participant (a police officer of the Department) whose termination date occurs prior to his retirement date, shall be based on his completed years of service on his termination date in accordance with the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>
0-10	0%
10 or more	100%

Section 5. Pension Committee

A pension committee shall be established to serve in an advisory capacity only. This committee shall consist of the Town Manager, two individuals appointed by the Town Manager with the approval of the Town Council and two members appointed by the Union. Each member shall have an equal vote.

Section 6. Release of Pension Documents

Upon request of the FOP, the Town shall release all pension documents in the Town's possession and readily available, within a reasonable period of time, whether the documents refer to the existing John Hancock Plan or another pension plan in effect at a later time. The Town shall further not prohibit the release of any pension documents in the possession of John Hancock or a successor company.

MM C JT

Section 7. **Deferred Compensation Plan Information**

The Town will offer all employees information pertaining to a deferred compensation plan with Fidelity Investments or Equi-Vest. Additional carriers may be added upon mutual agreement by the Town and the FOP. Enrollment is strictly voluntary. No contribution shall be made by the Town.

Section 8. **Mandatory Retirement**

Once an employee has service creditable time so as to be entitled to a vested pension benefit of 75%, the employee must retire within eighteen (18) months. Any employee with a pension benefit of 75% before July 1, 2019 shall have until June 30, 2020 to retire.

MAN, CJT

ARTICLE XXII

AMENDMENTS TO CBA

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities and are the only agreements between parties.

In the event that the parties hereto should subsequently reach other agreements during the term of this contract, such other agreements will become valid only when committed to writing and signed by representatives of the Town and the FOP and shall terminate upon termination of this Agreement.

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing and duly ratified by the Town Council and FOP.

The waiver or any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

RM, CJT

ARTICLE XXIII

MISCELLANEOUS

Section 1. Training Schools

(a) The Town shall provide to officers transportation to and from all required schools for police work or courses. In lieu of providing transportation, the Town may elect to pay officers for the use of their own vehicles the sum of twenty (20) cents per mile.

(b) No reserve officer, trainee or probationary police officer shall attend any police related school, seminar or training session for which he is compensated, provided with transportation, or sponsored by the Department, unless said school, seminar or training session has been offered to officers who have completed probation. This section, however, shall not restrict the Chief from choosing the applicant he feels best qualified to attend from those full time permanent police officers.

MM, CJT

ARTICLE XXIV

DURATION OF AGREEMENT

The Agreement shall be for a term of three (3) years commencing on the 1st day of July, 2023 and ending on the 30th day of June, 2026.

IN WITNESS WHEREOF, the Town has caused this instrument to be executed and its corporate seal to be affixed by its Town Manager and the President of the Town Council, thereunto, duly authorized, and the FOP has caused this instrument to be executed by its President, thereunto duly authorized, both on the day and date first above written to this instrument and to one of like tenor.

Executed in the presence of:

TOWN OF SMITHFIELD

Victoria Lavery

By: T. Michael Lawton
T. Michael Lawton, Town Council
President

Dated: July 11, 2023

Victoria Lavery

By: Randy R. Rossi
Randy R. Rossi, Town Manager

Dated: July 11, 2023

SMITHFIELD LODGE NO. 17
FRATERNAL ORDER OF POLICE

Victoria Lavery

By: Christopher J. Taylor
Christopher J. Taylor, President

Dated: 7-24-2023

RM, CJT

EXHIBIT A

FIRST SHIFT 8:00 AM - 4:00 PM

SQUAD 1

PATROL OFFICER
PATROL OFFICER

SQUAD 2

LIEUTENANT
PATROL OFFICER
PATROL OFFICER

SQUAD 3

SERGEANT
PATROL OFFICER
PATROL OFFICER

SECOND SHIFT 4:00 PM - 12:00 MN

SQUAD 1

SERGEANT
PATROL OFFICER
PATROL OFFICER

SQUAD 2

SERGEANT
PATROL OFFICER
PATROL OFFICER

SQUAD 3

LIEUTENANT
PATROL OFFICER
PATROL OFFICER

THIRD SHIFT 12:00 MN - 8:00 AM

SQUAD 1

LIEUTENANT
PATROL OFFICER
PATROL OFFICER

SQUAD 2

SERGEANT
PATROL OFFICER
PATROL OFFICER

SQUAD 3

PATROL OFFICER
PATROL OFFICER

EXHIBIT B-1

DUES DEDUCTION AUTHORIZATION
(For those becoming members of the FOP)

I hereby authorize and direct the Town of Smithfield (the "Town") to deduct from my pay an amount for dues and assessments as determined by Smithfield Lodge No. 17, Fraternal Order of Police (the "FOP") and to pay same to the FOP in accordance with the terms of the collective bargaining agreement between the Town and the FOP.

This authorization may be revoked at any time by my giving a 14-day written notice to the Town (care of the Finance Director's Office) and the FOP (care of the President).

Name (printed)

Signature

Date

EXHIBIT B-2

FAIR SHARE AUTHORIZATION
(For those who do not want to be members of the FOP)

I have elected not to be a member of the Smithfield Lodge No. 17, Fraternal Order of Police (the "FOP"), but desire to pay my fair share of the union dues and assessments as determined by the FOP.

In that context, I hereby authorize and direct the Town of Smithfield (the "Town") to deduct from my pay my fair share of the union dues and assessments as determined by the FOP and to pay same to the FOP in accordance with the terms of the collective bargaining agreement between the Town and the FOP.

This authorization is voluntarily made in order to pay my fair share of the costs of representing me for the purposes of collective bargaining.

This authorization may be revoked at any time by my giving a 14-day written notice to the Town (care of the Finance Director's Office) and the FOP (care of the President).

Name (printed)

Signature

Date

EXHIBIT B-3

ELECTION NOT TO BE A MEMBER OF THE FOP OR PAY FAIR SHARE OF UNION DUES

I have decided that I do not wish to be a member of Smithfield Lodge No. 17, Fraternal Order of Police (the "FOP") or pay any union dues or assessments, including my fair share of those fees.

Therefore, the Town of Smithfield (the "Town") is not authorized to deduct any such dues, assessments or fees from my pay.

The FOP has explained to me that it shall still have the right to act for and negotiate a grievance covering all employees in the bargaining unit, including myself. However, and in accordance with R.I.G.L. § 28-9.2-18, the FOP shall not be required to provide representation to me at any level of the grievance process, including grievance arbitrations or Law Enforcement Officers Bill of Rights cases involving discipline matters, unless I have been a member of the FOP for a period of at least 90 days prior to the events giving rise to the grievance or disciplinary matter.

Name (printed)

Signature

Date

MM CJT

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