

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into this 20<sup>th</sup> day of February, 2024 by and between Smithfield Lodge No. 7 Fraternal Order of Police (“FOP”) and the Town of Smithfield (“Town”). The FOP and Town are collectively referred to herein as “the parties”.

### **RECITALS**

A. The FOP and Town are parties to a collective bargaining agreement commencing on July 1, 2023 and terminating on June 30, 2026 (the “CBA”).

B. The CBA sets forth various terms and conditions of employment for members of the collective bargaining unit, including the manner in which details are assigned and paid for. This is covered under Article XIX of the CBA.

C. The Rhode Island FC (“RIFC”) is a professional soccer team scheduled to begin play within the State of Rhode Island in 2024.

D. RIFC’s home field will eventually be located in the City of Pawtucket in an area commonly referred to as Tidewater Landing.

E. Because Tidewater Landing will not be ready for RIFC to host its home games for the 2024 season, RIFC has entered into an agreement with Bryant University (“Bryant”) to play its 2024 home games at Beirne Stadium on Bryant’s campus.

F. RIFC has requested for the Town’s police department to provide security/crowd control and traffic control whenever it has a home game during the 2024 season on Bryant’s campus.

G. RIFC has entered into an agreement with the Town whereby the Town has agreed to provide the aforementioned services at RIFC’s home games for the 2024 season.

H. Because the detail manpower necessary to service RIFC’s needs on game days was not contemplated when the CBA was entered into in July of 2023, the parties have agreed to enter into this MOU to specifically address the terms and conditions of how details are to be manned and paid for RIFC’s home games on Bryant’s campus.

I. Article XXII of the CBA contemplates the possibility of needing to amend the CBA prior to the expiration date of June 30, 2026. In that context, the parties have entered into this MOU

with the understanding that it shall not become a valid amendment to the CBA until it has been ratified by both the Town Council and the FOP membership.

Now, therefore, for good and valuable consideration the receipt of which is acknowledged by the parties to this MOU, it is hereby agreed that RIFC details shall be handled as follows:

**Section 1. Definitions**

(a) "Employee" shall mean (i) a police officer of the Smithfield Police Department ("SPD"); or (ii) a retiree of the SPD who is entitled to work details under Article XIX of the CBA; or (iii) a civilian worker at the SPD who is entitled to work details under Article XIX of the CBA.

(b) "RIFC details" shall mean those details performed by Employees for the benefit of RIFC, whether the duties for those details involve security/crowd control, traffic control or any other services performed by Employees that in any way relate to the activities of RIFC for which it seeks public safety services.

**Section 2. Scope and Term of the MOU**

(a) This MOU is entered into to supplement the provisions of Article XIX of the CBA and is intended to specifically address details performed on behalf of the RIFC. To the extent that any provisions in this MOU may be inconsistent with Article XIX of the CBA, the terms of this MOU shall govern. To the extent that the terms set forth in this MOU are not addressed in the MOU, then the provisions of Article XIX of the CBA shall govern.

(b) This MOU shall terminate at the end of the RIFC season (including playoff games, if any). If the RIFC plans on using the facilities at Bryant for its 2025 season, then a new MOU will need to be agreed upon and entered into by the parties.

**Section 3. The RIFC Detail**

(a) The RIFC detail shall consist of security/crowd control and traffic control. Security/crowd control refers to public safety services in and around the immediate area of Beirne Stadium. Security/crowd control can only be performed by police officers (whether members of the SPD or members of other municipal police departments working a RIFC detail under the terms of this MOU). Traffic control refers to public safety services in directing traffic in and around the Bryant campus.

(b) One (1) supervisor holding the rank of sergeant or above shall be in charge of officers assigned to security/crowd control for that particular event.

(c) One (1) supervisor holding the rank of sergeant or above shall be assigned as a member of the Incident Command Center for the RIFC detail. This supervisor will be in charge of all Employees and police officers from other departments working the RIFC detail for that particular event.

**Section 4. Filling the Details**

(a) Subject to the other provisions in this MOU, the order of filling RIFC details shall be as follows:

- (i) Police officers of the SPD (patrol officers-captain).
- (ii) Retirees of the SPD—who shall only be assigned to traffic control.
- (iii) Civilian workers of the SPD—who shall only be assigned to traffic control.
- (iv) Police officers from other nearby Rhode Island municipal police departments.
- (v) Order backs of police officers of the SPD.

(b) Only police officers of the SPD can serve as a supervisor for a RIFC detail.

(c) Notwithstanding the provisions of (a) of this section, the Police Chief and the Deputy Chief may be assigned as the Incident Command Center for a RIFC detail in order to avoid the order back of supervisors.

**Section 5. Bidding for RIFC Details**

(a) Employees may bid for RIFC details in the same manner as they currently do for details under Article XIX of the CBA.

(b) RIFC details shall be awarded by rank and then seniority within each rank (i.e. the captain with the greatest rank seniority has the most seniority for bidding purposes and the most junior patrol officer has the least seniority for bidding purposes).

(c) These RIFC details shall not count towards the limitations for taking details as set forth in Article XIX, Section 5(c).

**Section 6. Bumping**

Employees who bid for RIFC details shall be locked in (i.e. not subject to being bumped) seventy-two (72) hours prior to the scheduled start of the detail. Prior to that seventy-two (72) hour period, an Employee may bump another Employee from the RIFC detail list because of seniority and, in such case, must notify the bumped Employee or an immediate family member at the time the bumping takes place.

**Section 7. Utilizing Other Municipal Police Officers**

(a) In the event that there are an insufficient number of Employees who volunteer to perform a RIFC detail, then the Town may enter into an agreement with neighboring municipal police departments to fill vacancies for the RIFC detail as a security/crowd control officer or traffic control officer. These out-of-town officers cannot serve as a supervisor for a RIFC detail.

(b) Filling a RIFC detail by utilizing other police department officers can only be done after the RIFC details have been offered to all Employees on a voluntary basis.

(c) Filling a RIFC details by utilizing other police department officers shall be done before order backs of police officers of the SPD are made.

**Section 8. Order Backs of SPD Officers**

(a) In the event that there are still vacancies to fill a RIFC detail after the groups set forth in Section 4(a)(i)-(v) have been offered the detail, then order backs of officers from the SPD shall be utilized to fill any such vacancy.

(b) Order backs shall be administered on a different rotating list than what is kept for the order back of regular details under Article XIX of the CBA and shall start with the junior officer within each rank. This one list will be created at the beginning of the RIFC season and last until the end of the season (regular and playoff games).

(c) Notwithstanding the foregoing, no officer will be ordered back from any leave or for a period of sixteen (16) hours prior to the commencement of any leave and for the period of sixteen (16) hours following the end of any leave.

(d) An officer may be ordered back to fill a RIFC detail on his scheduled day off only when (i) there are no other officers eligible for call backs; (ii) attempts have been made to fill the

RIFC detail with other municipal police officers; and (iii) the scheduled day off is not consecutive to either annual leave, comp time, personal leave, sick leave, holidays, training or any other leave approved by the Chief of the SPD.

(e) To avoid supervisory order back duplications, all order backs will be recorded on their respective supervisory order back lists and will also be recorded as an order back on the RIFC order back list.

#### **Section 9. Detail Pay of Employees**

(a) Employees assigned to perform RIFC details shall be compensated at the rate of One Hundred Ten (\$110.00) Dollars per hour with a six (6) hour minimum guarantee. Any detail that lasts at least fifteen (15) minutes after the hour will be billed for a full hour. Of the One Hundred Ten (\$110.00) Dollars per hour, Ten (\$10.00) Dollars per hour shall constitute an administrative fee which shall be forwarded to the SPD. [Example: A six-hour detail for a single Employee shall result in RIFC being billed in the amount of Six Hundred Sixty (\$660.00) Dollars. The Employee shall receive Six Hundred (\$600.00) Dollars, while the SPD shall receive Sixty (\$60.00) Dollars.]

(b) For details in excess of eight (8) hours, an Employee will be paid at the rate of One Hundred Sixty-Five (\$165.00) Dollars per hour for any time in excess of eight (8) hours and with any detail that lasts at least fifteen (15) minutes after the hour being billed for the full hour.

(c) If a detail is canceled within one (1) hour of the scheduled start time, the Employee shall be paid for a minimum of six (6) hours at the detail rate of pay set forth in this MOU.

#### **Section 10. Detail Pay of Other Municipal Police Officers**

(a) Other municipal police officers assigned to perform RIFC details under Section 7 of this MOU shall be compensated at the rate of Eighty-Five (\$85.00) Dollars per hour with a six (6) hour minimum guarantee. Any detail that lasts at least fifteen (15) minutes after the hour will be billed for a full hour.

(b) If a detail is canceled within one (1) hour of the scheduled start time, the other municipal police officers shall be paid for a minimum of six (6) hours at the detail rate of pay set forth in this MOU.

**Section 11. Holiday Pay Detail**

For RIFC details that occur on the holidays set forth in Article XIII, Section 1 of the CBA, as well as Christmas Eve and New Year's Eve, the detail rate of pay for Employees shall be Two Hundred Twenty (\$220.00) Dollars per hour, with a six (6) hour minimum guarantee. In these instances, Ten (\$10.00) Dollars per hour shall constitute an administrative fee which shall be forwarded to the SPD. 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 24<sup>th</sup> up to 8:00 a.m. on December 25<sup>th</sup>, and New Year's Eve shall be considered to commence at 8:00 a.m. on December 31<sup>st</sup> up to 8:00 a.m. on January 1<sup>st</sup>.

**Section 12. Town's Responsibility**

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

**Section 13. Rules and Regulations Applicable**

Employees engaged in RIFC details shall be subject to all rules and regulations of the Department.

**Section 14. Injuries on Details**

Any police officer injured while on assignment for a RIFC detail 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.

**Section 15. Miscellaneous**

(a) Recitals — All matters stated in the Recitals as set forth herein are true and correct and constitute part of this MOU to the same extent as if contained in the body hereof.

(b) Captions and Headings — Titles, captions and headings contained in this MOU are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this MOU or the intent of any provision hereof.

(c) Construction — Whenever the context may require, any pronoun used in this MOU shall include the corresponding masculine, feminine or neuter forms. Whenever the context may require, the singular form of any noun, pronoun and verb shall include the plural form; the plural form of any noun, pronoun and verb shall include the singular form.

(d) Interpretation — The parties have contributed substantially to the preparation of this MOU; consequently, this MOU will not be construed more strictly against one party than against any other merely by virtue of the fact that it may have been prepared by legal counsel to one of the parties.

SMITHFIELD LODGE NO. 7 FRATERNAL  
ORDER OF POLICE

By: Chris Taylor  
Christopher J. Taylor, President

Dated: 2-27-24

*The signature of the FOP President is also affirmation that the FOP membership has ratified the terms of the MOU.*

TOWN OF SMITHFIELD

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

Dated: 2/20/2024

TOWN OF SMITHFIELD

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

Dated: 2/20/2024

*The signature of the Town Council President is also Affirmation that the Town Council has ratified the terms of the MOU.*