

Town of North Smithfield
-and-
International Brotherhood
of
Police Officers
Local Number 410



Collective Bargaining Agreement
July 1, 2019 to June 30, 2022

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Pursuant to the provisions of the Municipal Police Arbitration Act (“Arbitration Act”), this Agreement is made and entered into as of this 1st day of July, 2019 by and between the TOWN OF NORTH SMITHFIELD (“Town” or “Employer”) and LOCAL 410 INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (“Union” or “IBPO”).

PREAMBLE

Pursuant to the Municipal Police Arbitration Act, the Town recognizes that the full-time police officers of the Town have the statutory right to bargain collectively with the Town and to be represented by an organization in such collective bargaining as to wages, hours, and rates of pay. Nothing herein contained will be construed to limit, abridge or impede the right of the Town to regulate, manage and control the Police Department (“Department”), except as modified by the terms of this contract and except as specifically directed by said Arbitration Act. This Agreement is subject to the provisions of said Arbitration Act, wherein, the full-time police officers who are subject to its terms will have no right to engage in any work stoppage, slowdown or strike.

All references in this agreement to an “officer” or “officers” as well as use of the pronouns “he”, “him” or “his” are intended to include both genders. When the male gender is used, it will be construed to include male and female officers.

The words “member” or “officer” when used in this Agreement will mean all full-time police officers from the rank of patrol officer up to and including the rank of Captain.

Article I

Section 1. Recognition.

The Town recognizes the IBPO as the sole and exclusive bargaining agent for all full-time police officers from rank of Patrol Officer up to and including the rank of Captain for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions.

Section 2. Employment Security/Non-Discrimination.

The Town agrees not to discharge or discriminate in any way against any officer of the Department for membership or legitimate activities in the IBPO. The Town and the Union shall not discriminate on the basis of any officer’s race, color, national origin, religious affiliation, sex, sexual orientation, gender identity or age, and they will not discriminate against any officer on any other basis prohibited by state or federal law.

Section 3. Dues Deduction/Indemnification.

All members of this bargaining unit will, within thirty days of date of hire, have the option to join the Union upon giving affirmative consent in writing to the Town. The Employer will deduct union dues weekly from payroll of all members, upon receipt of signed payroll deduction authorization forms, and will forward such deductions to: Comptroller, International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, MA 02169-4213.

The Union shall indemnify, save and hold harmless the Town and any of its agents, employees or representatives performing required duties of the Town against any and all claims, suits, orders, judgments or other form of liability, of any nature, brought or issued against the Town as a result of the Town's compliance with the dues deduction provisions of this article, including without limitation, all costs, expenses and counsel fees which may be incurred or imposed upon the Town.

Section 4. Optional Union Membership/Compliance with *Janus*.

All full-time officers of the Department will have the right and option to voluntarily join the Union or refrain from so joining.

Under *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court— Decided June 27, 2018: “Neither an agency fee nor any other payment to the union may be deducted from a nonmember’s wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay.” The Union may no longer charge any employee dues, a so-called “agency fee”, “service charge” or “service fees” without the employee’s affirmative consent. All employees in the bargaining unit on the effective date of this Agreement may either (1) become members of the Union and pay membership dues, (2) pay to the IBPO a service fee in an amount determined by the IBPO or (3) opt not to pay either membership dues or a service fee. If the employee chooses this option, i.e. (3), he will neither be a member of nor be entitled to representation from the IBPO.

Each employee shall sign a form expressing his option and choice, by affirmative consent.

Article II

Section 1. Union Meetings.

The Town agrees to cooperate through the Chief of Police to rearrange the work schedule of all police officers who are officers of the Union to insure that no officer will suffer loss of pay due to attendance at local meetings and/or international meetings of the IBPO.

Section 2. Time Off for Bargaining.

Any three police officers, in addition to the President, who are covered by this Agreement and who are designated members of the IBPO Negotiating Committee, will, for the purpose of attending scheduled negotiations and/or conferences in connection with the contract with the Town Administrator, Director of Public Safety, or the Chief of Police, be excused from their regular duties without loss of pay. If a designated Negotiating Team Member is on regular day-off status on the day of the negotiations, he will not be compensated for attending the sessions.

Article III

Section 1. Seniority.

The Town hereby recognizes the rights of seniority of the officers of the Department.

(a) Seniority of the officer will be computed according to time in rank, except Patrol Officers, where seniority will be computed according to continuous service from when the officer is sworn in by the Town as a Police Officer. When more than one (1) officer is sworn in as a Police Officer by the Town on the same date, their seniority will be computed by their final score attained at the R.I. Municipal Police Training Academy with the higher scorer having seniority.

(b) Officers will be permitted to choose their beat assignments on the basis of seniority.

(c) Officers will be permitted to choose their work shifts on the basis of seniority.

(d) Consistent with General Order 02-10-17, Specialized and Temporary Assignments, all specialized assignments will be delegated by seniority once the selection criteria has been met.

(e) The provisions of this section will not have any retroactive effect.

(f) Any vacant position within the Department will be filled within sixty (60) days from the date the Town declares a vacancy to exist and determines to fill said vacancy.

(g) Every January 1st, all officers will have the opportunity to bid from one shift to another based upon seniority; provided, however, that Patrol Officers will become Detectives pursuant to Article IX, Section 6.

Article IV

Section 1. Detail to Other Departments.

The Town agrees that officers of the Department may be detailed to other departments of the Town for the performance of Police Duties only. The Town will allow details only to towns and cities that have entered into mutual aid agreements with the Town.

Section 2. Patrol Unit.

No less than two uniformed units will be deployed on patrol on the first shift (0800-1600) and third shift (0000-0800) and no less than three on the second shift (1600-2400). On day shift from the hours of 0800 to 1600, the Chief and Captains will not be considered a uniform patrol unit. On any other shift, any officer on duty will be considered a uniform unit. The Captain's hours will be days (0800-1600) -- Monday through Friday (40 hours) with Saturdays, Sundays and all holidays off. Six (6) additional special prosecution days off will be given to the Captains and said days can be carried over from one year to the next for a period of one (1) year. All pay and allowances for the Captains are to be computed at the thirty-seven and a half (37 1/2) hour work week. Special investigations, emergencies or mutual agreement may necessitate that either of the Captain's hours be changed. In case of special investigations/emergencies, the Captain's hours shall be changed only for the duration of the special investigation or emergency. The Captains may work Patrol overtime on a voluntary basis. The Captains will not be placed on the patrol or dispatch order back list.

Section 3. Detective Unit.

(a) The Detective Unit will be a plainclothes unit. The Detective Unit will function as an investigatory branch of the Department and its primary responsibility will be to follow-up on investigations and the prosecution of all complaints assigned by the Detective Commander (Operations Captain). Filling of vacancies within the Detective Unit, as declared and determined to be filled by the Town, will be by members holding the rank of Patrol Officer and will be in accordance with the provisions of Article IX, Section 6.

(b) The Detectives' hours will be days (0800-1600) -- Monday through Friday (40 hours) with Saturdays, Sundays and all holidays off. Detectives will be given six (6) additional Special Prosecution Days off. Special Prosecution Days can be carried over from one year to the next for a period of one (1) year. All pay and allowances for Detectives are to be computed at the thirty-seven and a half (37 1/2) hour work week. Special investigations or emergencies may necessitate the Detectives' hours be changed for the duration of the special investigation or emergency.

(c) Detectives may work patrol overtime on a voluntary basis, if no patrol officer, sergeant, or patrol lieutenant wants the overtime. Detectives will not be placed on the patrol or dispatch order back list.

Article V

Section 1. Hours.

(a) Except as provided in Article IV, the regular work week for all police officers, where otherwise amended, will be thirty-seven and one-half (37 1/2) hours, consisting of four (4) eight (8) hour tours of duty, including meal break, followed by two (2) consecutive days off after the fourth day of duty. Officers will not be required to work for more than twelve (12) consecutive hours in any twenty-four (24) hour period; provided, however, that officers may work additional consecutive hours on a voluntary basis, not to exceed a total of sixteen (16) consecutive hours in any twenty-four (24) hour period.

(b) It is expressly understood, however, that hours worked on special/police details, so called, will not be counted in determining the number of hours worked for overtime purposes. Special details, as used herein, will mean any work performed by a police officer when a third party other than the Town pays for service. When determining overtime, special details will not include assignments where the Town pays the police officer's salary.

Section 2. Overtime.

An officer of the Department who works in excess of his regular eight hour shift in a given day, in continuous service that is, will be compensated at the rate of time and one-half pay for every hour in excess of said regular eight-hour shift with no minimum period of time.

Section 3. Call Back Pay.

(a) Any officer who is called back to duty will be compensated for hours worked at the rate of time and one-half, with a minimum of four (4) hours. The officer may elect to have all the time and one-half in either cash or compensatory time subject, however, to the provisions of Section 7 of this Article. In addition, for any hours worked on call back in excess of four (4) hours, the same will likewise be paid at the officer's overtime rate or compensatory time computed at time and one-half, at the election of the officer. Any officer will, for the purpose of attending range qualifications, required training, parades, court time, etc., be excused from his regular duties without loss of pay. If an officer is on day-off status on the day of range qualifications and/or required training, it will be considered call back.

(b) An officer who is on vacation is not eligible to be called back for duty. The term vacation day will mean a 24-hour period commencing at the beginning of the officer's regular shift assignment on the date requested.

(c) In the event of dispatch vacancy, the vacancy will first be offered to both full and part-time dispatchers. In the event that full and part-time civilian dispatchers refuse, said vacancy will then be offered to sworn members of the Department. In the event that sworn members of the Department refuse or are otherwise unavailable for the vacancy, a full or part-time civilian dispatcher will be ordered to work said vacancy. In the event that a full or part-time civilian dispatcher is unable to comply, a sworn member of the Department will be ordered to cover the dispatch vacancy.

Section 4. Court Time.

All officers who are required to attend court, in any criminal or civil cases, as a result of their duties as a police officer, and any appearances before the Town Council in any investigations of that body as a result of their duties as a police officer will be compensated as outlined Section 3 of this Article.

Section 5. Call Back Pay / Overtime.

It is agreed that, in reference to Sections 3 and 4 of this Article, no officer ordered in/ordered over in a manner there stated will be required to remain on duty for any longer than which his services are actually required for the purpose for which he was called. Officers will only be called back when it is reasonably certain that their services will be required. It is agreed that Section 4 of this Article will not apply to officers who are required to attend court during their regular tours of duty.

In the event a member of the bargaining unit needs to be "ordered" for duty before his shift, those members on paid leave will not be ordered provided there is another member available to be ordered. Paid leave will be considered a vacation day, compensation day, personal day, sick day, family sick day, special prosecution day, and death in family days as outlined in the collective bargaining agreement between the Union and the Employer. Further, when an officer is on paid leave, it will mean a Twenty-Four (24)-hour period commencing at the beginning of the officer's regular shift assignment on the date the paid leave is taken.

There will be two overtime lists. Except in an emergency or when necessary because of an unavailability of personnel, when a supervisory officer (the rank of sergeant or higher) is absent, a supervisory officer or an officer who has completed five years of service will be called in or allowed to volunteer for said vacancy.

When a Patrolman is absent, a Patrolman will be called in. Nothing herein will be deemed to require the calling in of personnel when not necessary to comply with Article IV, Section 2. When a supervisor creates the vacancy and another supervisor is for duty, a Patrol Officer will be ordered for duty.

Section 6. "On-Call" Compensation.

An officer who is required to be "on call" in order to provide specialty services to facilitate investigations, such as BCI, Detectives, and accident reconstruction, will be compensated 8 hours cash (straight time) for each on-call period; the on-call period will not exceed 7 consecutive days.

Section 7. Out of Rank Pay.

(a) When there is no supervisor working a shift (Sgt., Lt.) a Patrol Officer who has completed five years of service will be permitted to work in a supervisory capacity and will receive Sergeant's pay for said hours worked.

(b) When a supervisor of the rank of Sergeant or above is absent from duty or unavailable for regular duty due to a special assignment, the Town will have the right at its sole discretion to replace such supervisor with an acting supervisor from the proper promotional list. When a promotional list is active and certified, the number one (1) ranked officer will be selected off that list to fill in for the vacant supervisor's position until that supervisor returns to work. If more than one position is vacant in a certain rank the next officer on the active and certified promotional list will be picked and so on.

Section 8. Compensatory Time.

Members of the bargaining unit will have the option to accept compensatory time in lieu of cash payment for overtime at the rate of 1.5 hours for each hour worked. Compensatory time may be continually accrued within a calendar year, not to exceed a cap of thirty-five (35) hours at any one given time. Upon the retirement of any bargaining unit member, the member's, accrued, unused compensatory time shall be converted to cash and paid in full subject to withholding as required by law.

Members will be able to redeem unused compensatory time for cash in an amount not to exceed thirty-five (35) hours. Members will be required to notify the Town in writing of their intent to do so and said time will be paid during the last pay period in February, May, August and November of the calendar year.

Section 9. Substitutions.

(a) The right to substitute at any time will be permitted, provided, however, that permission to substitute must be obtained from a Patrol Supervisor. No officer shall be unreasonably denied the right to substitute. Each officer involved in the substitution of shifts must sign the proper form indicating the dates and hours desired, and the form must be presented to a Patrol Supervisor for authorization within a reasonable time prior to the substitution. If a request is denied, such denial can be subject to the grievance procedure.

(b) Any member who substitutes for another officer, will receive all pay and allowances that he would have been due if he had worked his normal shift, except when the substituting officer of any shift is subject to Section 6 of this Article.

Article VI

Section 1. Vacation Leave.

(a) All members of the bargaining unit commencing with the first day of employment will accrue vacation leave on January 1 of each year according to the following schedule as of January 1:

<u>Years of Employment</u>	<u>Days of Vacation</u>
New Officers	pro rata
1-5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days
16 years	26 days
17 years	27 days
18 years	28 days
19 years	29 days
20 years or more	30 days

Members of the bargaining unit will be credited in full with the vacation days called for above each January 1st upon the commencement of each year listed above. The payment of vacation pay will be on or before the start of the officer's vacation.

(b) Vacation schedules will be established by the Chief of Police or his designee by December 31st of the prior applicable year, and once established, notices setting out such vacation periods will be given and posted by the appointing authority by December 31st of the current calendar year. Any vacation request made after the January 1st deadline will be given out on a first come, first serve basis. Any request for an exception to the specified vacation period shall be made to the Chief of Police

(c) Every officer covered by this Agreement, will be allowed to carry over vacation time from one year to another up to and including a maximum of thirty (30) days.

(d) Upon the separation from employment, each bargaining unit member will have the right to cash conversion for all accrued vacation in addition to the pro rata share of vacation in the year separated.

(e) The payment of vacation time will be agreed upon in writing by the Town and officer prior to retirement/separation from employment and any violation of said agreement will be covered by this Agreement's grievance procedure.

Section 2. Holidays.

(a) The following will be paid holidays for officers of the Department: New Year's Day, Presidents' Day, Easter, Memorial Day, Fourth of July, Victory Day, Labor Day, Columbus Day, Thanksgiving Day, Veterans Day, Christmas Day, Peace Officers Memorial Day (May 15) and Martin Luther King Day.

(b) Officers will receive, as additional compensation, an additional day's pay for each of the holidays listed in (a) above and such compensation will be paid during the week in which such holidays occur, whether the officer works the holiday or not.

(c) If a police officer is assigned to work on a holiday, it will be at the officer's overtime rate of pay in addition to holiday pay.

(d) If the holiday falls within an officer's vacation period, the officer will receive his holiday pay in addition to his vacation pay as herein provided.

(e) Those sworn members who work a five and two schedule (Monday-Friday with weekends and holidays off) will be able to "float" a holiday day off. Furthermore, if said holiday falls on a weekend the member will get the following Monday off with holiday pay, unless a member opts to float said holiday.

Section 3. Time Off.

A member of the bargaining unit may take paid leave for any amount of time during his shift. In those instances when said paid leave requires the posting of a patrol overtime vacancy, the paid leave must be taken in either an eight (8) or four (4) hour block of time.

Article VII

Section 1. Clothing Allowance.

(a) Commencing July 1, 2016, all officers will be given One Thousand Nine Hundred Dollars (\$1,900.00) per officer, per year, said allowance will be paid in the first pay period in July of each year from the Town as a clothing allowance for the purchase of clothing and/or police related equipment. In the event that the Town requires a new type of uniform or equipment, the Town agrees to purchase and pay for such new uniform/equipment. Officers will no longer be required to submit invoices for reimbursement.

(b) Further, the Town will replace or repair clothing and other personal property including but not limited to eyeglasses destroyed or damaged in the course of their duties. Within seven (7) days after the request has been made to the Chief of Police for the repair or the replacement of the clothing, the request shall be investigated and either granted or denied by the Chief of Police. If a request is denied, such denial can be subject to the grievance procedure.

(c) Protective gear and working portable radios will be issued to each officer of the Town, separate from the clothing allowance, at no cost to the officer. Protective gear is limited to bulletproof vests, Kevlar helmet and gas mask with respirator.

(d) The Chief of Police and the IBPO will agree on the amount and type of uniform articles each officer will have.

(e) The Chief of Police may require an annual inspection of all officers during the month of April. Officers may be required to purchase items of uniform they may lack or replace items of uniform that are torn or appear in need of replacement. A sum of money, not to exceed One Hundred Dollars (\$100.00) may be held back from the officer's uniform allowance until the uniform replacement is made. The total cost of replacement will not exceed One Hundred Dollars (\$100.00).

(f) New officers will receive their clothing allowance when hired, to be prorated as follows:

(1) Officers hired during the month of December, January, and February, will receive one-half (1/2) of the annual clothing allowance.

(2) Officers having money withheld for uniform replacement will be reimbursed said money within thirty (30) days of their purchase of required articles of uniform. Plain-clothes

officers will be exempt from uniform requirements during the duration of their plain-clothes division assignment. Plain-clothes officers are expected to be neatly attired.

Section 2. Standard Uniform Requirements.

(a) The following itemization will constitute the standard uniform requirements:

▪ One short sleeve shirt - gold patch/color flag
▪ One long sleeve shirt - gold patch/color flag
▪ Two summer pants
▪ Two winter pants
▪ Two vest carriers
▪ Two long sleeve vest carrier under shirts - black patch/gray flag
▪ Two short sleeve vest carrier under shirts - black patch/gray flag
▪ One Blauer jacket 9820 - black patch/gray flag, no velcro
▪ One tie
▪ One raincoat with lettering - Blauer 233 HV
▪ One high visibility detail shirt - black patch/gray flag
▪ Two BGB badge number plates with numbers
▪ One burgundy badge number plate with numbers
▪ One garrison hat
▪ One pair of black BDU pants
▪ One pair patent leather dress shoes
▪ One leather jacket
▪ One black mock-tee undershirt Blauer 8110X
▪ One dress blouse - gold patch/color flag
▪ One pair black boots
▪ Baseball cap black with NSPD in white lettering
▪ Black knit cap with POLICE in white lettering

(b) Upon retirement, a member of the bargaining unit will return his service weapon, snowsuit, radio, police identification and issued badges to the Town. Officers who retire or leave the Department in good standing will have the option to purchase their service weapon at fair market value, as determined by the manufacturer.

Section 3. Semi-Automatic Weapons.

The Town will provide to each bargaining unit member a standard semi-automatic service weapon, to be determined by the Chief of Police. The Town will provide five-hundred (500) practice rounds of ammunition not including the rounds necessary to qualify to each bargaining unit member per year in order to fulfill their annual qualification requirements, as determined by the Chief of Police.

Article VIII

Section 1. Sick Leave.

(a) Each member of the bargaining unit will accrue fifteen (15) sick days on January 1st of each year, cumulative to a maximum cap of two hundred 200 days. New hires will receive their pro rata share on January 1st. The payment of sick leave will be agreed upon by the Town and officer prior to retirement and violation of the agreement will be covered by this Agreement's grievance procedure.

(b) Sick leave with Pay is hereby defined to mean the absence from duty of any full-time employee because of personal illness, non-service-connected bodily injury, or exposure to contagious diseases.

(c) Requests for sick leave must be reported to the Chief of Police prior to the employee's scheduled reporting hour for work. All absences of more than three (3) days duration must be substantiated by a Doctor's certificate(s) stating the cause of expected duration of any employee's absence. The Town reserves the right to have the employee examined by a physician of its choice and its own expense.

(d) Of the fifteen (15) sick days given to each employee, four (4) of these sick days will be allowed to be taken as Family Sick Days; each member will be credited with fifteen (15) sick days each January 1st of each calendar year.

(e) In addition to the above fifteen (15) sick days allowed in "(d)" of this section, every employee will be given an additional four (4) Family Sick Days that will not be cumulative ("use or lose").

(f) Upon reaching the maximum cumulative sick time, all employees will be paid fifty (50%) percent of the sick time they would lose. Payment will be paid on in the pay period of December 31st of the current calendar year.

Section 2. Sick Leave Upon Retirement or Disability.

(a) In any case where an officer retires or voluntarily terminates his employment with the Town leaving unused, accumulated sick leave, including the pro rata share in the year of

separation, the Town will pay, after completion of Ten (10) years of service, Fifty Percent (50%) of the amount of such accrued, unused sick leave to the officer on his retirement or leaving the employ of the Town. After completion of Twenty (20) years of service and/or having satisfied the eligibility requirements for a Twenty (20) year pension, the Town will pay One Hundred Percent (100%) of the amount of such accrued, unused sick leave to the officer on his retirement or leaving the employ of the Town.

(b) In any case where an officer retires due to service-connected disability, leaving unused accumulated sick leave, the Town will pay One Hundred Percent (100%) of the amount of accrued unused sick leave to the officer upon his retirement.

(c) In no event or circumstances shall any payment of accrued, accumulated, unused sick leave pursuant to Section 2 (a) and (b) above exceed the two hundred (200)-day accumulation cap referenced in Section 1 (a) of this article.

Section 3. Bereavement Leave.

(a) In the case of the death of a Father, Mother, Spouse, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Step-Father, Step-Mother, Step-Brother, Step-Sister, or Step-Child of an officer, such officer will be entitled to a leave of absence with pay from the time of notification of the death to and including the day following the burial of the deceased, not to exceed six (6) scheduled work days to be used within 10 calendar days of the member being notified of the death unless circumstances warrant an extension of the 10-day rule. Any reasonable request for an extension of the 10-day rule will be granted.

(b) In the case of the death of a nephew, niece, uncle or aunt, such officer will be entitled to a leave of absence with pay for the day of the funeral.

(c) In the case of the death of any relative other than as hereinbefore provided, such leave of absence with pay will be granted for not more than one (1) day to permit attendance at the funeral of said person.

Section 4. Personal Days.

(a) Three (3) personal days will be granted to each officer each January 1st. Said personal days will not be carried over from one year to the next.

Section 5. Annual Military Leave-USERRA.

Each officer will be granted fifteen (15) calendar days military leave without loss of pay. Such leave will not be in addition to normal rotation days off or holiday and will be taken either consecutively or in three (3) increments of up to five (5) days. The officer will provide his

expected annual leave schedule when he or she receives it and thereafter notify the Town of any changes as soon as possible. The Town and officers shall abide by obligations and rights set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and related regulations, as well as any other applicable Rhode Island law pertaining to military service leave.

Section 6. Maternity Leave.

Every female officer may receive three (3) months unpaid pregnancy leave above any applicable sick leave.

Article IX

Section 1. Rules and Regulations.

The Town agrees to furnish each officer with a complete set of rules and regulations governing the Department.

Section 2. Access to Personnel Records.

The Town agrees that all officers covered by this Agreement will have the right to inspect their service jackets and personnel records upon request of the officer at reasonable times, during normal hours of the Administrative Office, so that the officer will at all times know the contents of such service jackets and personnel records.

Section 3. Record of Disciplinary Action.

The personnel file of the officer which is kept by the Department and/or personnel department, will have expunged from the contents any disciplinary action up to and including a suspension of two (2) days after a period of one (1) year from the date of the disciplinary action provided that during the interim period the member has had no further departmental violation. No adverse material will be inserted in the personnel file without the member being provided a copy thereof.

Section 4. Education and Training.

The Town agrees to reimburse any officer covered by this Agreement the full cost of tuition and books for any accredited school or professional training seminars relating to law enforcement activities and who has successfully completed such course of study, provided such costs have not been paid for or reimbursed from any other source and provided further such officer has notified the Chief of Police prior to the commencing of said course(s) or seminar of their intent and the anticipated approximate cost of such schooling. If any officer covered by this agreement is not reimbursed, it will be subject to the grievance procedure.

Section 5. Duties and Promotional Procedures.

(a) Vacancies in all ranks from and including detective/inspector through and including captain will be through promotional examination. Beginning after the filling of vacancies in the ranks of Sergeant through Lieutenant, only those officers holding the rank immediately below the rank to be filled will be eligible for the examination; provided, however, that Detectives/Inspectors will be eligible for the Lieutenant examination.

(b) At least thirty (30) days prior to any promotional examination for the positions of Detective/Inspector, Sergeant, Lieutenant, and Captain, notice of such examination will be posted on the Department Bulletin Board of the station.

At least thirty (30) days prior to any promotional examination, a copy of all source material needed for the examination, will be provided within the Police Station for the use of the officers in the station preparing to take such examination, subject to the rules and regulations for use as provided for by the Chief of Police.

(c) Any member of the Department who shall take any such promotional examination, will receive his test score in written form.

(d) Personnel taking promotional examinations may review their test.

(e) All newly promoted supervisors will have tenure and will not serve a probationary period.

(f) When a temporary supervisory vacancy occurs and there is an active and certified promotional list, the vacancy will be filled with officers off the appropriate supervisory promotional list in numerical order. If there is no active or certified promotional list, the most senior police officer will be selected to fill in for the position that is vacant (i.e., Senior Patrol Officer to Sergeant, senior Sergeant to Lieutenant and so on).

(g) Active and certified promotional lists will remain in effect for one year from the date of certification.

Section 6. Range Supplies.

(a) The Town agrees to supply each officer, annually, with as much ammunition as required to qualify.

(b) During bi-annual range qualification, the Town will supply all necessary cleaning supplies (oils, cleaning solutions, lubricants, patches and rags). No officer will be allowed to return to duty without first cleaning his weapon.

Article X

Section 1. Salaries.

July 1, 2019 (0%)

One (1) day to Six (6) months Patrol	1,003.68
Six (6) months to one (1) year Patrol	1,049.69
Over one (1) year Patrol	1,169.36
Detective	1,217.05
Sergeant	1,248.77
Lieutenant	1,280.54
Captain	1,312.32

January 1, 2020 (2.5%)

One (1) day to Six (6) months Patrol	1,028.77
Six (6) months to one (1) year Patrol	1,075.93
One (1) year to less than Five (5) years Patrol	1,198.59
Five (5) or more years Patrol (Senior Patrol Officer)	1,250.00

In addition to the 2.5% salary increases effective January 1, 2020, the base salary for the following ranks shall be increased such that the base salary (inclusive of all increases) for those ranks shall be:

Detective	1,290.00
Sergeant	1,336.18
Lieutenant	1,408.59
Captain	1,509.17

In addition to the salaries set forth above, all full-time Patrol Officers shall receive a stipend equal to 0.625 percent of their base salary as of July 1, 2019. All full-time Detectives shall receive a stipend of 1.5 percent of their January 1, 2020 salary. All full-time Sergeants shall receive a stipend of 1.75 percent of their January 1, 2020 salary. All full-time Lieutenants shall receive a stipend of 2.5 percent of their January 1, 2020 salary. All full-time Captains shall receive a stipend of 3.75 percent of their January 1, 2020 salary. Each of these stipends shall be payable on or before July 31, 2020.

July 1, 2020 (2.2%)

One (1) day to Six (6) months Patrol	1,051.40
Six (6) months to one (1) year Patrol	1,099.60
One (1) year to less than Five (5) years Patrol	1,224.96
Five (5) or more years Patrol (Senior Patrol Officer)	1,277.50
Detective	1,318.38
Sergeant	1,365.58
Lieutenant	1,439.58
Captain	1,542.37

July 1, 2021 (2.2%)

One (1) day to Six (6) months Patrol	1,074.54
Six (6) months to one (1) year Patrol	1,123.79
One (1) year to less than Five (5) years Patrol	1,251.91
Five (5) or more years Patrol (Senior Patrol Officer)	1,305.61
Detective	1,347.46
Sergeant	1,395.62
Lieutenant	1,471.25
Captain	1,576.30

(b) Stipends:

The Department fleet manager will receive an annual stipend of one thousand dollars (\$1000.00). The Department D.A.R.E officer will receive an annual stipend of five hundred dollars (\$500.00). Said stipends will be paid to the bargaining unit member each July 1st. Upon separation from employment or upon said members removal from one of the above noted positions, each bargaining unit member will have the right to the pro rata share of said stipend.

Section 2. Life Insurance.

The Town will provide life insurance to each member of the Department at no expense to the member with a face value of \$150,000.00.

Section 3. Pension Plan.

All police officers who retire after July 30, 1990, shall participate in the Optional Retirement for Members of Police Force and Fire Fighters for municipal police employees with a service retirement as defined thereunder (R.I.G.L. 45-21-2.1 *et seq.*) and Plan C COLA.

Section 4. Shift Differential.

All police officers who are assigned the shift of 4:00 p.m. until midnight will receive as salary an additional payment of 2% of their base weekly salary, per hour, over and above their base salary. All police officers who are assigned the shift from midnight until 8:00 a.m. will receive as salary an additional payment of 3% of their base weekly salary, per hour, over and above their base salary.

Section 5. Benefits Upon Death.

In any case where an officer dies leaving unused, accumulated, vacation time, personal days, special prosecution days, sick time, compensatory time and earned longevity pay, the Town will pay the full amount of such accrued, sick time, compensatory time, and earned longevity time to the officer's estate. The amount of unused, accumulated annual leave, sick time, compensatory and earned longevity pay will be determined by multiplying the officer's current base rate of pay by the number of unused, accumulated days.

Article XI

Section 1. Grievance Procedure.

(a) Grievance Defined: A grievance is a dispute between the employee (or the Union) and the Town which involves the application, meaning or interpretation of the provisions of this agreement or duly established past practices that have not been discontinued in accordance with R.I.G.L. §28-9-27; provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

(b) Not later than fifteen (15) days, excluding weekends and holidays, after the event giving rise to the grievance, or when the Union knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the Union must submit its grievance in writing to the Town Administrator with a copy contemporaneously submitted to the Chief of Police. All grievances presented in accordance with the procedure set forth in this article shall be signed by the a duly authorized Union

representative. The signer of the grievance shall make a good faith and *bona fide* effort to state: the facts giving rise to the grievance; the provision of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and the remedy sought.

(c) The Town Administrator will have fifteen (15) days, excluding weekends and holidays, to review and render his decision, in writing, to the Union President or his designee. If within this time frame, the Town Administrator deems it necessary, there will be a meeting with the Union President or his designee and/or with the Chief of Police, and if necessary, the impacted employee(s) to further discuss the said grievance.

(d) Upon receipt of the decision of the Town Administrator, the Union will have forty-five (45) calendar days, if deemed necessary, to demand arbitration of said grievance with the American Arbitration Association (A.A.A.) for appointment of a neutral arbitrator to arbitrate the grievance. The decision of this neutral arbitrator will be final and binding on the parties involved. The arbitrator shall have no authority: to add to, detract from, alter, amend or modify any provision of this Agreement.

(e) The expenses of the of the arbitration before the A.A.A. and the fees of the neutral arbitrator will be borne equally by the Town and the Union.

Article XII - Benefits

Section 1. Health Insurance.

(a) Officers enrolled in the health care plan with coverage as outlined in Appendix B as of July 1, 2003 will continue to receive that coverage, but no new or current officers (not currently enrolled) will be enrolled in the health care plan with coverage as outlined in Appendix B. All officers hired after July 1, 2003 will enroll in the health care plan with coverage as outlined in Appendix A. Any officer currently enrolled in the health care plan with coverage as outlined in Appendix B who switches to the health care plan with coverage as outlined in Appendix A will not be allowed to switch back to the health care plan with coverage as outlined in Appendix B. Both plans will include prescription drug and vision care coverage. Dental coverage will be as outlined in Appendix C.

Commencing July 1, 2010, health care benefits and dental benefits will be provided as described in Appendices A, B, and C.

(b) All officers covered by this Agreement will have the option to elect out of their health coverage if covered by another healthcare plan, and to accept, in lieu thereof, a payment of

\$2,500 for a family plan and \$1,000.00 for a single plan. If officers elect this option, they must do so during the first month of the fiscal year. No officer may be compelled to accept such an alternative payment. If an officer chooses to exercise this option, they will only be allowed to elect back into the health plan in the event of marriage, divorce, death of a spouse or child, birth or adoption of a child, termination from employment of their spouse, or any other major change in family circumstances recognized under applicable law or during any enrollment period, and return any unused portion of payment so received.

(c) For the period July 1, 2019 to June 30, 2022: Those members who receive benefits under Appendix A who had been paying a 10% co-share will continue to do so, not to exceed \$1,940.03 (Family Plan) and \$756.34 (Individual Plan). Members who receive benefits under Appendix B who had been paying a 10% co-share will continue to do so, not to exceed \$1,940.03 (Family Plan) and \$756.34 (Individual Plan). Effective June 30, 2022, such members shall pay a 15% co-share for the cost of their coverage.

(d) For all members who had been paying 15% and 20% co-shares, they will continue to do so for the duration of this agreement. All new members hired after July 1, 2016 will pay a 20% co-share for health insurance. For those paying 15%, their co-share is not to exceed \$2,910.05 (Family Plan) and \$1,134.51 (Individual Plan). Effective June 30, 2022, such members shall pay a 20% co-share for the cost of their coverage. For those paying 20%, the co-share is not to exceed \$3,880.07 (Family Plan) and \$1,512.68 (Individual Plan).

The Town will pay the entire remaining cost of the health and dental care for its full-time officers on active service in Town employment. Commencing January 1, 2011, there will be a Two Hundred Fifty Dollar (\$250.00) health insurance plan deductible. The Town will self-insure the \$250.00 health insurance deductible plan for \$500.00 per officer per year (see Appendix A). Officers will be reimbursed for any out-of-pocket medical expenses, up to \$500.00 dollars per year, that they pay as a result of changing from the benefits package as outlined in Appendix D/E to the \$250.00 deductible plan outlined in (Appendix A/B). Officers must submit for reimbursement to the Town every January 1st and June 1st of the Fiscal Year. Reimbursement by the Town to all officers (active/retired) will be paid within thirty days of submission.

Section 2. Liability Insurance.

The officers will be covered by insurance, to be paid by the Town, only if available, and if not available the Town will indemnify the officers as set forth herein. In the event any officer covered by this Agreement is sued in any civil proceeding as a result of actions performed by said officer in the performance of his duties as an officer of the Department, the Town agrees to provide such officer with all necessary legal assistance and further agrees to pay any judgment rendered against such officer in any such proceeding.

This section will not apply to tortious or other conduct of any officer which is willful, deliberate or beyond the scope of his employment.

This section will apply, but is not limited to, all officers who work details as prescribed in Article XIII, Section 2 of this agreement.

Section 3. Health Insurance for Retirees

(a) The Town will provide, including family coverage where appropriate, health and dental insurance coverage for all police officers who were hired on or before June 30, 2022 and who have retired on or after June 30, 1990. For all police officers who were hired on or after July 1, 2022, the Town will provide single coverage only after the officer has retired, although an individual who receives Town-sponsored single coverage in retirement shall have the option to purchase an additional single plan for his spouse at the full cost to the Town of the plan. The Town's obligation will continue until the retirees receive equal or superior health care and dental coverage, individual or family coverage where appropriate, from any other employer or source or the retiree becomes eligible for Medicare or another federally subsidized health care or dental program. The Police Officer will notify the Town when he is receiving said coverage from any other employer or source. When said outside coverage will no longer be available to the retiree the Town will reinstate the retiree back into the Town's Health and Dental Plan.

(b) Effective July 1, 2007, any retiree will receive from the Town the same health and dental care insurance coverage plan in effect at the date of retirement in said coverage will not be changed during retirement. Said retiree will continue to pay any co-share in effect upon the date of retirement which, will not be changed during retirement.

(c) Members who retire before July 1, 2007, will not contribute to the cost of their health plan. The Town will pay the entire cost of health and dental care insurance, including family coverage where appropriate.

(d) Those members who retire after July 1, 2007 will have the option of paying their required contribution for their health and dental care insurance plans as outlined in sub-section (b) of this section, annually or in monthly installments.

Article XIII

Section 1. Civic and Non-Civic Details.

No officer will be required to perform for any organization, private or public, such as in parades or similar situations except while on duty; otherwise, on non-duty days, such

assignments will be on a voluntary basis and compensated for at time and one-half (minimum four (4) hours). This will not be construed to apply to the necessary functions of police duties.

Section 2. Details.

(a) The President of the IBPO retains full rights to negotiate with private industries concerning non-civic details with regards to hours of employment and rates of pay.

(b) A detail list will be made up annually of those members of the bargaining unit who wish to work non-civic details. Acceptance of non-civic details will be on a voluntary basis. Non-civic details will be given out by rotation in order of seniority and will be posted in advance at least, whenever practical, forty-eight (48) hours prior to the starting time of such detail.

(c) In the event of an officer's prosecution to enforce a claim against a third party for such injuries or damages sustained while on non-civic details, such officer will reimburse the Town for all such payments made by the Town pursuant to Section 45-19-1, less apportioned attorney's fees incurred. Provided, however, that the amount of such reimbursement will not exceed the gross recovery of settlement received by the officer from the third party. It is understood, however, that the payments made by the insurance carrier in accordance with the coverage for which the officer has paid premiums will not be considered a third-party action.

(d) All officers of the bargaining unit will be allowed to work details out of the Town, provided however, said request for manpower is done in accordance with the same procedures that must be followed for in Town details. Assignment for out-of-Town details will be the same as for those currently in place in this agreement. Retired officers who wish to work details for the Union, will be placed on the list of available detail officers.

Any detail which becomes available must be first offered to all members of the bargaining unit prior to being filled by any non-member.

It is further agreed to, that any members of the bargaining unit will have the right to "bump" any non-member from any authorized detail up to 24 hours prior to the commencing of said detail.

(e) The Town may charge an administrative fee not to exceed three dollars per hour for each detailed worked. Such administrative fee will be in addition to the detail rate established consistent with Article XIII, section 2, subsection (a).

(f) The Town agrees to compensate within the following normal pay cycle all sworn Town Police Officers who work civic and non-civic details. Non-sworn members and officers from other police departments who work details in the Town at the request of the Department detail officer will be compensated within 10 days of the Town's receipt of the vendor's payment.

(g) The Town and the IBPO agree that if collection of detail monies from a private vendor that is owed to the Town Police Officers is not obtained after 120 days, the Town and IBPO will jointly and equally seek legal redress against the private contractor.

Article XIV

Section 1. No-Strike Clause.

In consideration of the rights of the officers covered by this Agreement to the resolution of disputed questions under the grievance procedure hereinbefore set forth, IBPO, for itself and for all officers covered by this Agreement, hereby agrees that no such officer will have the right to engage in any work stoppage, slowdown or strike. In the event that such work stoppage, slowdown or strike will take place, it will immediately notify such officer or officers so engaging in such unauthorized activities to cease and desist and will publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. Any officer engaged in such work stoppage, slowdown or strike, will be subject to immediate dismissal by the Town without any right to any of the benefits provided under this Agreement.

Article XV

Section 1. Injuries and Illness.

Whenever an officer will be wholly or partially incapacitated, by reason of sickness contracted in the performance of his duties, the Town will pay the fixed salary and medical, surgical, dental, optical expenses, and also for treatment attendance, nurses, hospital expenses, medicine, or crutches and apparatus for such period as is necessary, pursuant to Section 45-19-1 of the General Laws of Rhode Island, 1956 as amended.

This section will apply, but is not limited to, all officers who work details as prescribed in Article XIII, Section 2 of this Agreement.

Article XVI

Section 1. Rights Reserved.

Subject to the provisions of this Agreement, the Town Council reserves and retains full rights, authority and discretion to the proper discharge of its duties and responsibilities to control, supervise and manage the Department under governing state laws, Home Rule Charter, Town ordinances and rules and regulations issued by the Council or its delegated representative.

Article XVII

Section 1. Longevity.

All full-time Police Officers will be entitled to longevity payment after they have completed their third (3rd) year of service on the Department, including his twelve (12) months of probation. Payments of longevity will be in accordance with the schedule hereinafter set forth and will be added to the member's annual salary so as to be included in his annual salary for retirement pension purpose. Any member entitled to longevity payments will be paid the same in one lump sum on officer's anniversary date of employment, commencing on and after July 1, 1981.

Longevity Scale:

(Effective July 1, 2016)

After Three (3) years completed:	Two (2%) percent.
After completion of Five (5) to Ten (10) years	Five (5%) percent
After completion of Ten (10) to Fifteen (15) years	Seven (7%) percent
After completion of Fifteen (15) years	Nine (9%) percent

Upon the separation from employment, each bargaining unit member will receive a pro rata share of his longevity payment.

Article XVIII

Section 1. Savings Clause.

If any new provisions of this Agreement are declared to be unlawful or unconstitutional by the Supreme Court of the State of Rhode Island or by any court of final jurisdiction, all other provisions of this Agreement will remain in full force and effect.

Article XIX

Section 1. Present Benefits.

Any and all benefits now in existence and which are not specifically contained herein will continue to accrue to said officers covered by this Agreement's recognition section and will be made a part thereof.

Article XX

Section 1. Duration of Contract.

This Agreement will be for a term of three (3) years, beginning July 1, 2019 and will expire on June 30, 2022. This Agreement will remain in full force after its expiration date if

negotiations between the Town and the IBPO have not resulted in a new Agreement, until such time as a new Agreement has been reached.

IN WITNESS WHEREOF, the Town of North Smithfield has caused this instrument to be executed by GARY EZOVSKI, TOWN ADMINISTRATOR, thereunto duly authorized by the Town Council of the Town of North Smithfield as of the day and year first above written, and the said IBPO LOCAL 410 has caused this instrument to be signed by its president, ERIC M. RONDEAU, thereunto duly authorized as of the day and year first written above.

By: _____ Date: June ___, 2020
Gary Ezovski,
Town Administrator,
Town of North Smithfield

By: _____ Date: June ___, 2020
Eric M. Rondeau,
President, International Brotherhood
of Police Officers, Local 410