

ORIGINAL

JULY 1, 2012 - JUNE 30, 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WASHINGTON COUNTY

FRATERNAL ORDER OF POLICE

LODGE #40

AND

THE TOWN OF CHARLESTOWN

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PREAMBLE

Pursuant to the provisions of Chapter 28-9.2-1 of the General Laws of the State of Rhode Island, 1956 as amended, entitled, "Policemen's Arbitration", the Town recognizes that the full-time permanent policemen of the Town of Charlestown have the statutory right to bargain collectively as to wages, rates of pay, working conditions, and all other terms and conditions of employment.

- A. Nothing herein contained shall be construed to limit the right of the Town to regulate, manage, and control the Police Department of the Town except as modified by the terms of this Agreement and except as specifically directed by said chapter, reference to which has been previously made.

- B. This Agreement is subject to the provisions of said chapter, wherein the full-time policemen who are subject to its terms, shall have no right to engage in any work stoppage, slow-down, or strike, or so called, blue flu.

- C. The words "employee" and "members" when used in this Agreement, shall mean all full-time permanent police officers up to and including the rank of Lieutenant.

ARTICLE 1
DISCRIMINATION

- 1.1 There shall be no discrimination by either party against any employee for reasons of sex, race, color, creed, political affiliation (provided that the group with which he is affiliated does not advocate the violent overthrow of the government of the Town, State or Nation), national origin, union membership or non-union membership.
- 1.2 The Town and Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, evaluations, assignments, or training opportunities, remembering that the public interest remains the full utilization of employees' skills and abilities without regard to such prejudicial factor.

ARTICLE 2
RECOGNITION

- 2.1 The Town hereby recognizes the Washington County Fraternal Order of Police Lodge #40 as the exclusive bargaining agent of all full-time permanent policemen up to and including the rank of Lieutenant for the purposes of collective bargaining and entering into agreements relative to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment.
- 2.2 The rights of the Town and members of the bargaining unit shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.
- 2.3 The Town agrees not to negotiate, bargain with, or enter into any agreements with employees covered by this Agreement on an individual basis.

- 2.4 With respect to Police and/or Town business, members of the bargaining unit shall not break the chain of command or the grievance procedure set out in this contract. Members shall not contact Town officials individually or community groups or individuals regarding departmental affairs except through the procedures set out in Article 33. The intent of this clause is to keep Department business within the Department.

ARTICLE 3

UNION SECURITY

- 3.1 All members of the Charlestown Police Department shall have the right to join or refrain from joining the Washington County Fraternal Order of Police Lodge #40.
- 3.2 Any member who chooses not to join said Washington County Fraternal Order of Police Lodge #40 and who is covered by the terms of this Agreement shall, as a condition of employment, be required to pay to said Washington County Fraternal Order of Police Lodge #40 an amount of money equal to the exact percentage of monthly dues charged members of said Washington County Fraternal Order of Police Lodge #40 to defray the costs in connection with said Washington County Fraternal Order of Police Lodge #40's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement.
- 3.3 Further, any member of the Charlestown Police Department who chooses not to join said Washington County Fraternal Order of Police Lodge #40 on the date of signing of this Agreement, shall be required to pay any assessment uniformly levied upon all members of said Washington County Fraternal Order of Police Lodge #40 in connection with costs relative to collective bargaining and/or arbitration concerning the terms and conditions of any proposed collective bargaining agreement.

- 3.4 The aforesaid payments shall be payable by the fifteenth (15th) day of each month and said sums shall in no case exceed the membership dues and uniform assessments paid by those persons who are members of said Washington County Fraternal Order of Police Lodge #40.
- 3.5 It is further agreed and understood that, as a condition of continued employment all members of the Charlestown Police Department shall, on the 30th day following their appointment as a permanent member of the Charlestown Police Department, or the effective date of this Agreement, whichever is later, pay the established fees referred to.

ARTICLE 4

UNION DUES

- 4.1 The Town of Charlestown agrees to deduct union dues upon receipt of authorization forms supplied by the Union, and agrees to deduct the agency service fees (provided for in Article 3) from all members of the department who are not members of said Washington County Fraternal Order of Police Lodge #40, the Monies will be deducted no later than the fifteenth (15th) day of the month. Dues are to be deducted from the employees pay check bi-weekly.
- 4.2 It is understood that the Town is not responsible for the application and/or use of such funds. Accordingly, the Washington County Fraternal Order of Police Lodge #40 agrees to hold harmless and indemnify the Town for any claims arising against the Town because of such deductions from their wages. Further, the Union agrees that it shall give the Town at least thirty (30) days notice with new authorization forms if the Union desires to change the amount of dues to be withheld from the bargaining unit employee's pay checks.

ARTICLE 5
TIME-OFF FOR UNION ACTIVITIES

- 5.1 All members of the bargaining unit who are officers of said local branch of the Washington County Fraternal Order of Police Lodge #40, or who are appointed by said Union as members of its Collective Bargaining Negotiating Committee not to exceed two (2) shall be allowed time off with pay for official Union business in negotiations and/or conferences regarding negotiations and/or arbitration with Town authorities, and without requirement to make-up said time, and without requirement to fill the duty shift.

ARTICLE 6
PERMANENT STATUS

- 6.1 All members of the Charlestown Police Department shall be eligible for appointment to permanent status on the Police Department after successfully completing a one (1) year probationary period, from date of hire. Except in the case of personal injury or illness, whether on duty or off, causing an extended leave of more than four (4) consecutive working days, then said time off shall be made up, extending the probationary period only for the amount of time missed.

ARTICLE 7
MANAGEMENT RIGHTS

- 7.1 The Town of Charlestown retains the right to exercise the customary functions of management; provided that no action taken by the Town in furtherance of the right to exercise the customary functions of management shall abridge or supersede the express and explicit provisions of this Agreement.

7.2 The Town shall retain the right to issue, through the Town Council or the proper authority, Rules and Regulations governing the conduct of the Police Department; provided however, that no rule, regulation, general or special order shall abridge or supersede the provisions of this Agreement, nor shall said rule, regulation or special order violate any town, state or federal law. The President of the Union or his designee will be given at least seventy-two (72) hours written notice of the issuance of any General Order affecting personnel or effecting changes in established personnel rules and regulations. During such period, the Chief of the Department and/or his designee will be available upon request by the Union for discussion of such General Orders. Exempt from this 72 hour rule requirement shall be temporary directives or other issuances of an emergency nature.

ARTICLE 8

RULES AND REGULATIONS

8.1 The rules and regulations governing the Charlestown Police Department shall be adhered to by all members of the Charlestown Police Department.

8.2 All members of the Department may suggest changes to future General Orders, to the Chief of Police. Such suggestions shall be given due consideration by the Chief of Police and if deemed advisable may be adopted.

8.3 Lodge #40 local branch, through its president, shall be permitted to make suggestions regarding department rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police and a copy thereof shall be transmitted to the Town Administrator by the Chief of Police. Said suggestions for rules and regulations will be given due consideration and adopted if deemed advisable by the Town Council.

8.4 Employees shall promptly and efficiently execute the instructions and orders of their superior officers. If an employee or employees believe that an instruction or order is unreasonable or unjust the employee or employees shall comply with the order or

instruction but with the further provision that such employee or employees may regard the order or instruction as a grievance which shall be handled in accordance with the grievance procedure.

- 8.5 In the event that an employee or employees shall refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, the Town shall have the right, as its option, to suspend or discharge the offending employee or employees. However, any suspension or discharge shall be subject to applicable remedies as provided under the Policemen's Bill of Rights.

ARTICLE 9

SENIORITY

- 9.1 Subject to the provisions of Article 6 of this agreement the permanent employees of the Charlestown Police Department shall have seniority rights based on their date of employment and said seniority shall prevail with regard to:

1. Transfer or assignments to any division and work shift.
2. Assignments within any duty shift regarding beats or patrol areas, assuming normal business and giving allowance for training and employee job qualifications. If contested, members may request a reason for the change in writing and will comply immediately with said request. This document will be transferred to the member within 72 hours of request.
3. Vacations, Overtime (other than the assignment of Patrol Overtime, which is administered through a rotating list, as discussed in Article 14, Section 14.3), Call-back, and any and all other circumstances or situations by whatever name they may be given; provided however, that a senior officer may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall reject the position or benefit, it shall

not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. Seniority shall not prevail in any circumstance which would contravene departmental rules and regulations and/or chain or command authority

- 9.2 A permanent up-to-date seniority list shall be posted and maintained on the bulletin board at headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.
- 9.3 All Charlestown Police Department members in probationary status are deemed to have no seniority rights. At such time as they are appointed to permanent status, their seniority shall be listed as of their date of hire.
- 9.4 When more than one (I) employee is hired on the same day, their seniority shall be determined by the score attained at the Municipal Police Academy with the highest scorer being the most senior.
- 9.5 In the event of lay off, employees shall be laid off in inverse order according to seniority, commencing with probationary officers. Notice of lay off shall be given to all employees affected as soon as said lay off conditions become known. No less than two weeks notice shall be given.
- 9.6 Recall - Affected employees will be recalled on a seniority basis from a preferential reemployment list. This reemployment list shall be maintained for a three year period from date of lay off.
- 9.7 In the event of recall, the order of lay off described in 9.6 shall be reversed.

9.8 An employee's seniority shall be lost if employment has been terminated for any of the following:

1. Discharge pursuant to a Policeman's Bill of Rights proceeding;
2. Accepted resignation;
3. Retirement;
4. Permanent Disability pursuant to Section 41.1 of this Agreement.

ARTICLE 10

SHIFTS

10.1 Work shifts for the Charlestown Police Department shall be comprised of three (3) eight (8) hour shifts within a twenty-four (24) hour period as follows:

11:00 P.M.	to	7:00 A.M.
7:00 A.M.	to	3:00 P.M.
3:00 P.M.	to	11:00 P.M.

10.1.5

- a. All Permanent Police Officers shall be ready for patrol at least five (5) minutes prior to the start of their shift, without being compensated for said time.
- b. No Permanent Police Officer shall work more than sixteen (16) hours in a twenty-four (24) hour period. This time shall also include outside details.

The Town shall maintain three (3) cars on patrol during the 7:00 A.M. through 3:00 P.M. shift (first shift) and during the 3:00 P.M. through 11:00 P.M. shift (second shift), as assigned by the Chief of Police, at all times during the time period of May 15 through September 15 of each

year; and during the 11:00 P.M. through 7:00 A.M. shift (third shift) at all times during the time period between the beginning of Memorial Day Weekend through the end of Labor Day Weekend; and shall maintain two (2) cars on patrol as assigned by the Chief of Police at all other times and on all other shifts (i.e. during the 11:00 P.M. through 7:00 A.M. shift (third shift) in between the day after Labor Day Weekend and the day before Memorial Day Weekend, and during the first and second shifts in between September 16 and May 14). Notwithstanding the above, in the event any patrol car is placed on an assignment by the Department in which said patrol car is required to and is out of the Town of Charlestown for an extended period of time, the Department shall be obligated to call back another officer and to maintain an additional police car on patrol for the remainder of the shift.

Each patrol will be manned by a member of the bargaining unit, or a probationary officer. The calculation of these minimum patrol car and manning levels shall not include the Administrative positions set forth in the Table of Organization attached hereto as Exhibit "A", namely the positions of Prosecution Administrative Lieutenant, Patrol Administrative Lieutenant, and Administrative Plain Clothes Detective(s).

- 10.2 The schedule shall be a six (6) day cycle consisting of four (4) consecutive working days of eight (8) hours followed by two (2) consecutive days off. Exceptions to this cycle may be made by the Police Chief for administrative positions; provided however, no such excepted cycle shall exceed 37 1/2 hours in duration. Upon ratification of this contract, a bidding process shall continue to be used under Article 9 and Article 10.1 for patrolmen to select their choice of shifts for a period of thirty-one cycles. Ensuing periods of shift selection shall be posted for the bidding process one month before the end of the period. The Periods Commencing January 15th and again July 15th of each year. It is understood by the parties that any changes in shift assignments through this

process shall be accomplished without the Town incurring overtime penalties.

- 10.3 The Sergeants' and Patrolman's shifts shall be determined by bid based on rank seniority, of the same classification, in accordance with a general policy to provide response supervision to all shifts. Supervisors shall work regular hours, except in the event of an unforeseen or extraordinary situation, when the Chief may reassign the hours temporarily.

All other positions shall be considered "Administrative Positions", and shall be determined by bid based on rank seniority of the same classification. All Administrative Positions shall have their hours set by the Chief of Police, not to exceed thirty-seven and one-half (37 1/2) hours per week, or the so-called amended four days on and two days off. Administrative Scheduling is to be consistent with Article 10.1, or a mutually agreed upon schedule.

- 10.4 When indicated as practical or desirable, because of work load conditions, special preventative needs or for personnel safety, the Chief may designate an additional eight (8) hour "Temporary Shift"; provided however, no such Temporary Shift shall exceed 37½ hours in duration. The so-called "Temporary Shift" will have a duration of no longer 90 days and that particular assignment shall only be renewable once during the twelve (12) month period between July 1 - June 30.

Definition: Temporary Shift: a change in duties for a short period with no change in rank or pay. This will refer to patrols, shifts, beats, Special Investigations and Special Assignments.

- 10.5 A "Table of Organization" of the Charlestown Police Department, as is set forth in Exhibit "A" of this Agreement, shall be incorporated by reference into this Agreement.

All positions set forth in the Table of Organization shall be filled only by members of

the F.O.P. bargaining unit, excluding the Chief of Police. New positions created in the Departmental Table of Organization shall be filled only by current members of the Police Department who occupy positions within the Table of Organization.

Furthermore, no member of the F.O.P. bargaining unit shall be required by the Department to install, maintain, or repair a Departmental computer or computer system during the course of his/her normal shift. However, a member may perform such services for the Department solely on a voluntary basis pursuant to the Call-Back provisions of Article 15, and said member shall not be included in the calculation of the minimum patrol car and manning levels set forth in Section 10.1.5(b) above.

ARTICLE 11

DUTIES

- 11.1 The duties of the members of the Police Department shall be as set forth in the State Laws, the Town of Charlestown Ordinances, the Town Charter of the Town of Charlestown, and departmental rules and regulations, and such duties as are, or may be, prescribed by the Town Council in accordance with the provisions of the statutes of the State of Rhode Island in such cases made and provided.

ARTICLE 12

PROMOTIONS AND/OR LATERAL TRANSFERS

- 12.1 Any full-time, permanent member of the Police Department must complete the following consecutive years of service with the Charlestown Police Department to be eligible for promotion to the appropriate rank/grade:

3 yrs. of service	Detective-Inspector
3 yrs. of service	Sergeant
5 yrs. of service	Lieutenant;

plus one year at rank before being eligible for promotion to next higher rank.

12.2 For promotions to the ranks of Detective-Inspector, Sergeant, and Lieutenant, members must comply with the promotional testing procedures set forth hereunder. Promotional examinations shall be based on:

1. Written examination
2. Oral examination
3. Recommendation from the Chief of Police
4. Education
5. Seniority, to be apportioned as follows:
 - a. 1 to 5 years of service 1 point
 - b. 6 to 10 years of service 2 points
 - c. 11 to 15 years of service 3 points
 - d. 16 to 20 years of service 4 points
 - e. over 20 years of service 5 points

- Years of service shall be defined as the total accumulated years of service within the Charlestown Police Department.

The following shall be the appropriation of points for the promotional examination process:

		Points
1.	Written examination	Forty-five 45
2.	Oral examination	Forty 40
3.	Chief's recommendation	Ten 10
4.	Seniority	Five 5

100

The Chief's recommendations shall be the first part of the testing process. He shall make his recommendations, seal them in an envelope and have the Union President initial the envelope. The envelope will then be turned over to the Deputy Town Clerk to be locked in the vault until it is time for all points to be tallied. When the envelope is to be opened, said envelope must be opened in front of the Union President where he is to identify his initials.

12.3 In case of a tie under the point system, the following bonus points shall be used to decide the winning candidate:

1. Seniority

- | | | |
|----|---------------|----------|
| A. | Up to 8 years | 1 point |
| B. | Over 8 years | 2 points |

2. Education

- | | | |
|----|------------------|----------|
| A. | Associate Degree | 2 points |
| B. | Bachelors Degree | 3 points |
| C. | Masters Degree | 4 points |

12.4 The written examination shall be obtained from a national organization outside of the State of Rhode Island and which is recognized nationally to prepare and administer such police promotional examinations. The examination shall be monitored by The Chief of Police and then be corrected with all participants present, (if possible).

12.5 The written examination, once graded and received by the Town, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same.

12.6 The oral examination shall be administered by a board of three (3) active police officers from municipal police departments within the State of Rhode Island other than Charlestown. The oral board will be provided with the candidate's entire official

permanent personnel record file to be used only to clarify issues brought up by the individuals during the oral presentation. The oral examination board members shall be selected as follows:

1. One member shall be selected by the Town.
2. One member shall be selected by the Union.
3. The third member shall be selected by mutual agreement between the two members of the oral board selected by the Union and the Town. If mutual agreement cannot be reached, the third member shall be selected by petitioning the Chief Justice of the Rhode Island Superior Court for that appointment.

- 12.6.5 The Chief of the Police Department shall make every effort to send a newly promoted supervisor to some form of Supervisor Training within a reasonable amount of time from the date of promotion, taking into consideration education level and work experience.
- 12.7 The three (3) members of the Oral Board will hold a higher rank than the position for which the exam is being administered.
- 12.8 All promotional examination results and standings shall remain in full force and effect for one (1) year after the date on which the first promotion is enacted.
- 12.9 The Town shall fill any vacancy in any position within the Table of Organization created by promotion, transfer, retirement, termination, or any other cause, within one hundred and eighty (180) days of the occurrence of said vacancy.

ARTICLE 13
SUBSTITUTIONS

- 13.1 Members of the Police Department may swap shifts by mutual agreement, provided, however, that written requests be submitted to the Chief of Police or his designee in at least forty-eight (48) hours [Flexible] in advance, and provided all swaps shall be made under applicable State and/or Federal laws and shall be accomplished without the Town incurring overtime penalties. Mutual shift swaps are to be limited to three (3), initiated by any one officer per calendar month, with payback within forty-five (45) days of the swapped day.

ARTICLE 14
OVERTIME

- 14.1 Any employee covered by this agreement who is required to work a shift over and above those constituting a regular work cycle shall receive compensation as overtime, at the rate of time and one-half for such work at the employees regular straight time rate of pay.
- 14.2 The Chief may, at his discretion, and upon the employee's written request, authorize Comp. time (on a case by case basis) instead of overtime. Said approval of the Chief shall not be unreasonably withheld. Any overtime hours taken as Comp. time shall be commensurate with the overtime rate. This will be exclusive for attendance of any school or training exercise.
- 14.3 The assignment of Patrol Overtime shall be determined solely through the use and application of a rotating list of eligible Officers, as administered pursuant to a list of members and procedures adopted and implemented by the FOP and the Department. However, in accordance with Article 9, entitled "Seniority", and more specifically

Section 9.1(3), all other Overtime (i.e. not Patrol Overtime) shall be determined strictly by the Seniority of the Officers requesting said Overtime.

ARTICLE 15
CALL-BACK PAY

- 15.1 All employees who are called-back to duty shall be compensated for at least four (4) hours pay, except when said call-back is less than four hours prior to the officers next scheduled tour of duty. The pay rate for call-back will equal the overtime rate set in section 14.1.
- 15.2 In accordance with Article 9, entitled "Seniority", and more specifically Section 9.1(3), Call-back shall be determined strictly by the Seniority of the Officers eligible for said Call-back.

ARTICLE 16
COURT ATTENDANCE

- 16.1 Any off-duty officer who is required to appear in any court as a witness other than Municipal Court shall be compensated at a rate of time and one-half of his regular rate of pay if this requirement arises out of a job-related incident, with a four (4) hour minimum. Any off-duty officer who is required to appear in Municipal Court as a witness, shall be compensated at a rate of time and one-half of his regular rate of pay if this requirement arises out of a job-related incident, with a two (2) hour minimum.
- 16.2 In consideration of remuneration for court appearances as provided herein, all witness and court fees received by any employee as a result of a court appearance arising out of the performance of his duties as an officer, shall be turned over to the Town of Charlestown.

ARTICLE 17
HOLIDAY PROCEDURE

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

- | | |
|---------------------------|----------------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Presidents Day | 9. Veterans Day |
| 4. Memorial Day | 10. Thanksgiving |
| 5. Independence Day | 11. Day after Thanksgiving |
| 6. Victory Day | 12. Christmas |

17.2 Holiday pay shall be eight (8) times the employee's hourly wage and shall be paid to each employee whether he works on the holiday or not. Any employee who works on a holiday shall, in addition to holiday pay, be paid time and one-half for those hours actually worked.

17.3 Holiday pay shall be for the duty shifts with the majority of hours occurring on the day of the actual holiday.

17.4 Whenever a national holiday is declared by the President of the United States, those persons scheduled to work on that day shall be paid time and one-half for those hours actually worked.

- 17.5 Persons calling in on sick leave (for a holiday) will forfeit their holiday hours to the person who actually worked their shift. Should minimum manning be maintained then that person's holiday pay will be forfeited to the town.

ARTICLE 18

VACATIONS

- 18.1 All employees of the Police Department shall be entitled to vacation with pay after successfully completing their probationary period. However, at the first year anniversary the employee will be granted a pro-rata share of vacation time accrued from service anniversary to July 1.
- 18.2 After the first anniversary date (July 1) years of service shall be determined based on the number of full years, in accordance with the following schedule:
1. Upon completion of one (1) year up to three (3) years of service, employees shall receive eight (8) working days for vacation.
 2. Upon completion of three (3) years and up to five (5) years, employees shall receive twelve (12) working days of vacation.
 3. Upon completion of five (5) years and up to ten (10) years of service, employees shall receive sixteen (16) working days for vacation.
 4. Upon completion often (10) years and up to fifteen (15) years of service, employees shall receive twenty (20) working days for vacation.
 5. Upon completion of fifteen (15) years of service, employees shall receive one (1) additional working day for each year thereafter to a maximum of twenty-four (24) working days.
- 18.3 Vacation period shall be on a twelve (12) month basis and may be taken at the officer's discretion in accordance with seniority; provided, however, that a seven (7) day advance notice is filed with the Chief of Police.

- 18.4 Employees shall be allowed to carry earned vacation up to a maximum of twelve (12) days from one fiscal year to the next.
- 18.5 The parties to this Agreement in acknowledgement of the fact that the Town of Charlestown is not only a year-round community, but also a tourist community, agree that no member of the Bargaining Unit may take more than eight (8) working days vacation during the calendar period from June 15th through Labor Day of any year, so as to guarantee to the Town of Charlestown that availability of the largest number of Police Officers during that period of time. Exceptions may be approved in situations where personal emergencies arise.
- 18.6 Vacation requests of any employee may only be denied by the Chief for Just Cause, which Cause includes only considerations of the public health, safety, and welfare, but said requests may not be denied for any financial reasons.

ARTICLE 19

CLOTHING ALLOWANCE AND MAINTENANCE

- 19.1 The Annual Clothing Allowance for each employee's purchase of uniform clothing and equipment shall be in the amount of \$1,250.00 per year, and shall be issued to members in two payments in the amount of \$625.00 each to be paid in the second pay periods of July and January of each year of the agreement.
- 19.2 All clothing and equipment purchased must conform to the standards set by the Town and will be returned to the town if an officer leaves town employment prior to retirement.

19.3 The Town agrees to repair or replace personal property (eyeglasses or watches) normally worn by employees on duty whenever same is damaged or destroyed in the course of his duties. The limits of replacement shall be:

- | | |
|---------------|----------|
| 1. Eyeglasses | \$150.00 |
| 2. Watches | \$ 50.00 |

19.4 The Town shall pay the cost of cleaning uniforms.

19.5 In the event that the Town of Charlestown contemplates a change of uniforms for the Charlestown Police Department, the cost required to make such a change shall be borne by the Town. Police Officers of the Town of Charlestown shall be afforded the opportunity to furnish suggestions in the event that a change in uniforms is contemplated.

ARTICLE 20

UNIFORMED AND NON-UNIFORMED OUTSIDE DETAILS

20.1 Uniformed Details

1. Members of the Bargaining Unit shall have preference to fill all Uniformed Details assigned through the Charlestown Police Department.
2. When no member of the bargaining unit is available to fill a Uniformed Detail, the opening shall be offered in the following order and shall be compensated at a rate of \$27 per hour for "Town Details":
 - a. Career Bargaining Unit retirees
 - b. Special Officers/Constables
 - c. Dispatchers

There shall be a memorandum of agreement made and entered by and between the FOP and the TOWN whereas both parties wish to further address and proscribe the rights, terms and conditions by which non-bargaining unit members are permitted to work Private Details as “third party beneficiaries” to the CBA and thereby codify with a signed memorandum of agreement. (See Appendix ‘B’).

3. Employees shall be compensated at a rate of time and one half of his regular rate of pay for “Town Details”, with a four (4) hour minimum. Town Details are defined as the so-called Blue Shutters Beach detail, the Financial Town Meeting and any other Town Meetings or events or activities paid for by the Town which would require a so-called “Detail Officer”. Town Details must be posted on the Police Overtime Board no less than forty-eight (48) hours prior to the starting date of said detail. In the case of a cancellation the “Detail Officer” will be notified not less than one (1) hour before the start of the detail. It is agreed that this provision is in no way dependent on a minimum number of details or on a minimum level of funding.
4. Employees shall be compensated at a rate of \$45.00 per hour for all non-town details, with a four (4) hour minimum.
5. Anything over eight (8) hours will be paid at a rate of time and one half of the respective rate of pay.
6. The town shall reserve the right to receive a surcharge which will be an hourly figure based on the Town’s cost to process detail compensation into regular payroll. (Accounting and bookkeeping). Provided, as of July 1, 2003 the Town shall notify the Union in writing of the amount of any such surcharge that has existed over the previous twelve (12) month period (i.e. July 1, 2002 through June 30, 2003), if any existed, and thereafter shall be obligated to negotiate with the Union concerning any proposed increase in said surcharge.

7. When no “employee” volunteers for a “Necessary detail” offered as extra police work, then a Supervisor may order Bargaining Unit Personnel in to work said detail, on a rotating basis.

Definition: Necessary details shall be any detail, where a historic or common sense perspective shows that a problem is more likely to occur than not. Employee shall be ALL members of the Bargaining Unit, Special Officers, Constables & Dispatchers. [A common sense position should prevail.]

20.2 Non-Uniformed Details:

From time to time non-uniformed details become available where an organization or individual calls the Department to request an off-duty officer for a one time detail usually involving guard work. These details will be assigned using the procedure in part 1 but the acceptance will be strictly voluntary and there will be no liability or obligation incurred by the Town.

ARTICLE 21

PROCEDURE IN EVENT OF ABSENCE

- 21.1 When an officer is absent, for any reason, from a scheduled duty shift:
 - A. The least senior full-time officer on the shift will be notified of the impending opening as soon as possible after the opening becomes known.
 - B. Calls to offer the shift will be made to available officers of appropriate rank (patrol officers or supervisors) by seniority from highest to lowest.
 - C. Should no one volunteer to work the shift, then the eligible member with the least seniority will be held over for one-half (six hours) of the shift and

the member with the least seniority on the oncoming shift will be called in early for six hours prior to the start of his/her shift.

- D. If the least senior member has been forced to stay over for two duty days in a row, or to come in early for two duty days in a row then said junior member will be exempt from forced overtime on the following or third day.

- 21.2 Members of the Bargaining Unit will be compensated at their overtime rate for hours worked beyond their normally scheduled shifts.

ARTICLE 22

SICK LEAVE

- 22.1 Sick leave for members of the Bargaining Unit shall be earned at the rate of one and one-half (1½) working days per month ((eighteen (18) working days per year)). Unused sick leave days shall be accumulative to two-hundred and sixteen (216) working days for severance pay purposes (as said severance pay is governed by Article 40 of this Agreement), and shall be accumulative to two-hundred and fifty (250) working days for purposes of the usage of said accumulated sick days (i.e. unused sick leave days shall accumulate up to two-hundred and fifty (250) working days for purposes of usage of said sick leave days in accordance with this Article); and a member's usage of accumulated sick leave days in excess of the two-hundred and sixteen (216) day severance pay maximum shall not reduce his/her severance pay accumulation amount unless and until the total accumulation amount falls below two-hundred and sixteen (216) days. During the month of January of each year, the Police Department shall post each member's sick leave entitlement.

- 22.2 Days of absence due to injuries and/or illnesses that are not incurred or contracted in the performance of an employee's duties as a police officer shall be subtracted from the employee's sick leave above.

- 22.3 Any officer leaving during a work shift due to illness, in the first four (4) hours will be charged at a rate of 1 full day. Any officer leaving in the second four (4) hours will be charged one-half (1/2) of a sick day.
- 22.4 A physician's certificate is required by the Police Chief after three (3) consecutive days of absence. Additionally, the Police Chief may require in writing such a certificate as a condition of granting a sick day, where an employee has demonstrated any pattern of use of sick leave.
- 22.5 Any officer returning to duty after being out sick from respiratory infection or sinus cold shall not be required to perform security checks until at least twenty-four (24) hours after returning to duty.
- 22.6 Any member on sick leave leaving his/her residence during his/her scheduled work hours shall notify the station dispatch by telephone of the reason for leaving, and the intended destination. Absence from one's residence must be associated with one's illness, or be caused by unavoidable circumstances. This provision shall not apply if any member is directed by a physician to refrain from work for a specific length of time, and such documentation directing said member is on file with the Department.
- 22.7 Family Sick Leave - Sick leave may be taken when a member of the immediate family is ill or injured to a degree that would absent the employee, subject to the same provision requiring notification of leave of residence.
- 22.8 Paternity Leave - Accumulated sick leave may be granted for the imminent birth of an employee's child and up to four (4) days may be used upon the bringing home of said child from the hospital.

- 22.9 Maternity Benefits - The Department agrees that it will conform to the provisions and benefits of the state and federal laws commonly known as the Family & Medical Leave Acts.
- 22.10 Personal Day - Personal Days for members of the Bargaining Unit shall consist of two (2) personal days per year. Personal Day requests made at least seventy-two (72) hours prior to the employee's shift shall not require the approval of the Chief, but must be submitted to the Chief or his designee. Personal Day requests of any employee may only be denied by the Chief for Just Cause, which Cause includes only considerations of the public health, safety, and welfare, but said requests may not be denied for any financial reasons.
- 22.11 Emergency Appointments - Accumulated sick leave may be granted for emergency appointments regarding health, dental and optical conditions. A certificate showing how the leave was applied will be procured from the attending doctor's office.

ARTICLE 23

ILLNESS IN LINE OF DUTY

- 23.1 Members of the Police Department who become sick while in the line of duty shall be covered under all applicable provisions of State Law. (45-19-1)
- 23.2 Whenever a serious illness is contracted by any officer while on duty, the individual shall, as soon as possible after knowledge of same, cause written notice to be given to the officer in charge who shall notify the Chief of Police. The Chief of Police may require, at the Town's expense, at anytime, an examination by a Town selected physician concerning the illness.
- 23.3 Each officer shall notify the town as soon as they learn of any additional expenses that will need to be paid by the town.

ARTICLE 24

INOCULATION/IMMUNIZATION

- 24.1 The town agrees to pay all expenses for inoculation administered to any employee covered by this Agreement and members of their family who normally reside in the employee's household, when such becomes necessary as a result of employee's exposure to disease while in the performance of his duties.
- 24.2 The town agrees to pay for immunizations of officers as necessary. These preventative shots will be for the individual officers only and will include a Hepatitis B and yearly flu shots.

ARTICLE 25
INJURED ON DUTY

25.1 Members of the Police Department who are injured in the line of duty shall receive all applicable benefits provided by the laws of the State of Rhode Island (specifically §45-19-1) while said members are absent from duty due to said injur(ies).

25.2 Whenever an injury occurs to any officer while on duty (or while performing said duty for the Town), the individual shall, as soon as possible after knowledge of same, cause written notice to be given to the officer in charge who shall notify the Chief of Police. The Chief may require, at the Town's expense, at any time, an examination by a Town selected physician concerning the injury.

Provided, however, nothing contained within this Section 25.2 shall prohibit a member from receiving all benefits to which he/she is entitled under the laws of the State of Rhode Island (specifically §45-19-1).

25.3 The officer shall notify the Chief of Police & the Town Administrator as soon as they learn of any additional expenses that will need to be paid by the town.

25.4 The Chief has the option of granting light duty to an employee injured on duty, on a case by case basis. This will be after the employee's written request to return for said light duty.

ARTICLE 26
INJURED OFF DUTY

26.1 Whenever an injury occurs to any officer while off duty, requiring the use of sick leave, then the officer shall notify the Chief of Police in written notice as to the circumstances involved.

- 26.2 The Chief may require a certificate from the individual's physician concerning said injury. The individual's doctor will provide the Town with a list of what the individual may or may not do while so injured.
- 26.3 The Chief has the option of granting light duty to an employee injured off duty, on a case by case basis. This will be after the employee's written request to return for said light duty.

ARTICLE 27

BEREAVEMENT LEAVE OF ABSENCE

- 27.1 In the case of the death of a spouse, child, step-child, parent, brother, sister, grandparent, step-relation, foster relation, in-law relations of same degree of kinship, of any employee, such employee shall be entitled to a leave of absence with pay and without requirement to make up said time for a period of four (4) days to permit attendance at the funeral of said person.
- 27.2 If the deceased person referred to in 27.1 was residing with the employee then said employee shall be entitled to one additional day for the additional responsibilities incurred.
- 27.3 In the case of death of a relative other than those provided for in section 27.1, such leave of absence with pay and without requirement to make up said time shall be one (1) day to permit attendance at the funeral of said person.

ARTICLE 28
LEAVE OF ABSENCE

- 28.1 Upon written application, an employee may be granted a leave of absence without pay from the Charlestown Police Department. Such leave of absence shall be at the recommendation of the Chief of Police and approved by the Town Administrator and shall not exceed six (6) months for reason of personal illness, unpaid parental leave, illness in the immediate family, disability, or for the purpose of furthering one's education or training in skills related to his employment. Such requests for educational purposes shall be made at least two months prior to the time leave is to start.
- 28.2 Prior to obtaining a leave of absence for the purpose of furthering his skills relating to his employment, the employee must sign an affidavit that, for the considerations granted, he will return to the Department upon completion of the program and be available for duty for a period of three times his period of absence.
- 28.3 Upon return to duty, such employee(s) will be placed in his former position and the seniority he held at the commencement of his leave of absence, shall be retained throughout such absence. The cost to maintain Blue Cross or comparable coverage is to be remitted to the Town by the employee(s) during the time of his absence from the Police Department.

ARTICLE 29
HEALTH CARE

29.1 **Health Insurance Plan.**

All employees of the Bargaining Unit shall be covered by the Blue Cross/Blue Shield *HealthMate Coast to Coast* Health Insurance Plan. Provided however, after first meeting and consulting with Lodge #40, the Town may utilize another health insurance

provider and plan which provides the comparable level and quality of health care benefits as the Blue Cross/Blue Shield *HealthMate Coast to Coast* Health Insurance Plan. Coverage shall commence on the first day of the month following completion of the initial thirty (30) days of employment. The following riders are to be included:

1. Medical Emergency
2. 365 days of care
3. \$1,000,000 lifetime coverage
4. Prescription Rider: As of July 1, 2013 move to \$15 Primary, \$25 Specialist, \$50 Urgi-visit, \$100 Emergency Room Move Drugs to \$7/\$25/\$40/\$40 Specialty Rx

29.2 The health insurance plan described above in Section 29.1 shall provide the appropriate type of coverage required to cover all qualified members of an employee's family. For example, single employees without children shall receive individual coverage, married employees without children shall receive a spousal plan, and married employees with children shall receive family coverage. Provided however, there may be situations in which an employee may not fit into one of the aforementioned categories yet still receive different level of insurance (i.e. a divorced employee with children).

29.3 **Health Insurance Plan Costs - Employees hired prior to July 1, 2006.**

Employees of the Bargaining Unit hired prior to July 1, 2006 shall contribute ten percent (10%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan. Effective as of January 1, 2012, such employees hired prior to July 1, 2006 shall contribute fifteen percent (15%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan; and effective as of June 30, 2012, such employees hired prior to July 1, 2006 shall contribute twenty percent (20%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan. Such employees' health insurance plan contributions shall be made through bi-weekly payroll deductions, and to the extent permitted pursuant to the

Internal Revenue Code or other applicable laws, such payroll deductions shall be made on a “pre-tax” basis.

At the beginning of each Contract year (i.e. July 1), Lodge #40 may request a copy of the invoiced premium (or another form of written document) submitted to the Town from its health insurance provider clearly indicating the level of premium charged for that year, and the Town shall comply with Lodge #40’s request.

29.4 **Health Insurance Plan Costs - Employees hired on or after July 1, 2006.**

Employees of the Bargaining Unit hired on or after July 1, 2006 shall contribute fifteen percent (15%) of the actual premium charged to the Town by its health insurance provider for such employees’ health insurance plan. Effective as of June 30, 2012, such employees hired on or after July 1, 2006 shall contribute twenty percent (20%) of the actual premium charged to the Town by its health insurance provider for such employees’ health insurance plan. Such employees’ contributions shall be made through bi-weekly payroll deductions, and to the extent permitted pursuant to the *Internal Revenue Code* or other applicable laws, such payroll deductions shall be made on a “pre-tax” basis.

29.5 **Health Insurance Plan Costs - Retired Employees.**

Health insurance coverage provided to retired employees of the Bargaining Unit is set forth in Article 40, Section 40.4 of the Agreement.

Employees of the Bargaining Unit who retire/retired on or after July 1, 2012 but before June 30, 2014 shall contribute fifteen percent (15%) of the premium charged to the Town for such retired employees’ retiree health insurance plan for as long as they remain covered by such health insurance plan during their retirement. Employees of the Bargaining Unit who retire on or after June 30, 2014 shall contribute twenty percent (20%) of the premium charged to the Town for such retired employees’ retiree

health insurance plan for as long as they remain covered by such health insurance plan during their retirement.

The required retiree health care contribution rates set forth herein shall also apply to the Town's provision of the so-called "Plan 65" or its comparable plan to such retired employees of the Bargaining Unit under Article 40, Section 40.4(b) of the Agreement, when applicable.

Moreover, in furtherance of the provisions set forth in Article 40, Section 40.4(c) of the Agreement, as a condition precedent to obtaining retiree health insurance coverage from the Town, all retired employees of the Bargaining Unit shall be required to complete and submit to the Town, on or before July 1 of each year, a sworn affidavit as provided by the Town attesting that such employee and/or his/her spouse are not eligible for medical insurance under any other health insurance plan which provides a reasonably comparable level and quality of health care benefits as the plan offered by the Town.

ARTICLE 30
DENTAL SERVICES

30.1 The Town will provide, at its expense, for members of the Bargaining Unit and their immediate family the following:

1. Delta Dental Basic, provided however, after first meeting and consulting with Lodge #40, the Town may utilize another dental insurance provider and plan which provides the comparable level of service and quality of dental care benefits as Delta Dental and all applicable riders set forth herein.
2. Additional Rider DD-101 (Rider 10400)
3. Additional Rider DD-102 (Rider 10500)
4. Additional Rider DD-103 (Rider 10600) - Level 3
5. Additional Rider DD-104 (Rider 10700) - Level 4
6. The dental coverage annual dollar limit shall be \$2,000.00

ARTICLE 31
LIFE INSURANCE

31.1 The Town shall provide for each member of the Bargaining Unit, group term life insurance coverage in the amount of \$100,000.00. The Town shall make every effort to include accidental death or dismemberment insurance for each member, in the group term life insurance coverage.

31.2 Eligibility for said life insurance coverage shall be full time and/or permanent part time employees, working a minimum of thirty (30) hours per week. Said coverage shall commence on the first day of the month following completion of the initial ninety (90) days of employment.

ARTICLE 32
LEGAL ASSISTANCE

32.1 The Town of Charlestown agrees to insure all employees of the Police Department sued in any civil proceeding as the result of actions performed by said employee in the performance of his duty as an employee of the Charlestown Police Department.

To the extent the claim is not covered by insurance, the Town of Charlestown agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee except there shall be no liability on the part of the Town where it is shown the actions of said employee while in performance of town duty were intentionally illegal.

32.2 The Town of Charlestown agrees to furnish insurance coverage, for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, assault and battery as well as physical injury, sickness or disease sustained by a third party negligently caused by an act of the insured in making or attempting to make an arrest. It is further agreed that the Town shall self insure, (if no insurance coverage is available) and shall remain the responsibility of the Town to protect the employee against any of the enumerated conditions or actions. Except as shall be covered by insurance, there shall be no liability on the part of the Town where the liability of the officer is for an intentional rather than a negligent tort.

32.3 In all cases for which the Town may be liable under this action, the Town may in its discretion settle any case provided the amount of such settlement shall be paid by the Town. In applicable cases the media will be notified that this action was conducted without bias to the employees involved.

ARTICLE 33
GRIEVANCE PROCEDURE

- 33.0 PREAMBLE: It is the obligation of the grieving employee to discuss any possible complaint or grievance with his immediate supervisor before going to Step 1.
- 33.1 PURPOSE: The purpose of this article is to provide an opportunity for discussion of any request or complaint and to establish a procedure for the processing and settling of grievances as defined below.
- 33.2 DEFINITION: A grievance is defined as any difference between the town and the Union or employees as to the interpretation of, application of, or compliance with the express provisions of the Agreement respecting wages, hours, conditions of employment and/or working conditions.
- 33.3 PROCEDURE: Grievances not filed on a timely basis as set out below will be considered terminated. Grievances not acted upon by the employer within the specified time will automatically move to the next step upon a letter of transmittal from the President of the Union.

Steps:

- 1: When the union or an employee believes a grievance exists, written notice thereof shall be filed with the Chief of Police within fifteen (15) calendar days of the incident which gave rise to said grievance. A meeting to discuss said grievance with the Union and employee shall be scheduled within seven (7) calendar days, unless it is mutually agree to extend said time. Thereafter the Chief of Police shall reply in writing within seven (7) calendar days to the grievant and the Union. The meeting to discuss said grievance shall be held one-half hour before, after, or during the officer's regular duty shift.

- 2: In the event that the grievance is not satisfactorily resolved, the Union may appeal, within fifteen (15) calendar days of receipt of the Chief's reply, to the Town Administrator, who shall conduct a meeting with the Union and employee to discuss said grievance within fifteen (15) calendar days, unless it is mutually agreed in writing to extend said time, and thereafter respond in writing within seven (7) calendar days to the grievant and the Union.
 - 3: In the event that the grievance is still not satisfactorily resolved, the Union may, within fifteen (15) calendar days of receipt of the Town's reply, refer the matter to arbitration under the voluntary labor tribunal rules of the American Arbitration Association which shall administer the arbitration proceeding. The expense of such arbitration shall be shared equally by the parties, but each party shall be responsible for the costs incurred by themselves in the presentation of their cases in arbitration.
- 33.4 If an individual involved in the settling of a grievance is a principle in the particular grievance, then that Step will be bypassed, with notification to the other lower levels, and the grievance will start at the next higher step. (After a (2) two calendar day cooling off period.)
- 33.5 If a decision is not rendered at any step in the procedure mentioned above within the specified time, the Union may appeal in writing to the next step within seven (7) calendar days. Time involved with vacations, essential Town business, or illness, shall not be counted in steps one, two and three above when appropriate extensions are requested by the employee or Union in written form.
- 33.6 Grievances not filed in a timely manner as set out above shall not be considered and will be considered terminated.

ARTICLE 34

LAW ENFORCEMENT OFFICER'S BILL OF RIGHTS

- 34.1 The Town hereby acknowledges and agrees to follow all applicable provisions of the Law Enforcement Officer's Bill of Rights, Title 42, Chapter 28.6 of the Rhode Island General Laws.

ARTICLE 35

REVIEW OF PERSONNEL FILES

- 35.1 Any record(s) of a disciplinary nature including but not limited to records of a Departmental suspension of two (2) days or less shall remain in a member's personnel file for a period of five (5) years. Provided that the member receives no further Departmental disciplinary action within the five (5) year period, the member's personnel file may be fully expunged of all evidence concerning the disciplinary action after the expiration of the five (5) year period, after submission of a request by the member and after approval by the FOP, Lodge #40, the Chief of Police, and the Town Administrator.

Each member of the Police Department shall have access to their personnel files in accordance with the Rhode Island General Laws.

- 35.2 No material shall be inserted in said files without furnishing a copy of said material to the individual concerned.

ARTICLE 36
POLICE VEHICLES

- 36.1 The Town agrees to maintain all equipment and vehicles in safe operating condition and every officer shall be responsible for inspecting and reporting any defects in their vehicles and it's related equipment.
- 36.2 All new police vehicles are to be supplied with factory installed air conditioning which shall be maintained in good working order.

ARTICLE 37
INTERDEPARTMENTAL BULLETINS

- 37.1 A complete list of all Police Department interdepartmental bulletins and/or memos shall be issued to the President of the Union.

ARTICLE 38
SCHOOLING AND/OR SEMINARS

- 38.1 All schools and/or training seminars which are made available to officers to attend without compensation shall be posted for a period of seven (7) calendar days. Further, any and all schooling and/or seminars received by the department shall be placed in the Schooling Box for the attention of all members.
- 38.2 The Town agrees to provide transportation to and from any school or seminar any employee who is required to attend (by the Department) or with the Chief's approval; the Town shall afford the mileage rate of twenty-eight (28) cents per mile for use of one's private vehicle.

- 38.3 Employees required to recertify with any equipment or procedure, while off duty, will be compensated with two (2) hours straight time. Any additional time will accrue at the rate of time and one half.
- 38.4 Members of the Police department shall be granted the right to attend schools and/or seminars relative to their police duties. All opportunities to attend training, schools and/or seminars will be on a rotating basis (except when such training affords the category of one's specialized field, if so, then priority shall then prevail to said person).

ARTICLE 39

DEPARTMENTAL STAFF MEETINGS

- 39.1 The Chief of Police or the Union President may call for a non-compensable staff meeting of any kind and all members of the Police Department for the purpose of discussing internal department planning and procedures. However, such meeting shall not be part of a personnel grievance procedure set forth herein. This provision shall be mandatory on the part of the members involved. No more than one (1) meeting per quarter for any time longer than two (2) hours per meeting. Seventy-two (72) hours written notice shall be given prior to such meetings and cannot be used for training purposes of any kind.

ARTICLE 40

PENSIONS AND RETIREMENT

- 40.1 Members are covered under the State of Rhode Island, Optional Retirement for Members of Police Force & Firefighters [R.I.G.L. §45-21.2], including the pension provisions set forth in this Article 40.

40.2 Members shall also be entitled to a cost of living adjustment pursuant to R.I.G.L. §45-21-52(a)(3), which is set forth in said general law as "Plan C". Said entitlement shall commence on December 30, 1998.

40.3 Upon a member's separation from service from the Charlestown Police Department through voluntary separation from employment, retirement (regular or disability retirement), or his/her death if prior to retirement, said member (or his/her beneficiary in case of the member's death) shall be entitled to receive the following Severance Pay:

A. Payment for sixty (60%) percent of all accumulated unused sick leave, subject to the two hundred and sixteen (216) day unused sick leave day accumulation cap set forth in Article 22, Section 22.1 (i.e. up to a maximum of one hundred and thirty (130) days); and

B. Payment for any and all accumulated unused vacation days from years prior to the member's year of separation from service as well as any and all vacation days that were accrued by the member in the year of his/her separation from service but were not used in said year.

The above Severance Payments shall be in the form of lump sum payments made to the member upon his/her separation from employment, and shall be based upon the member's average daily base rate of pay in the calendar year of his/her separation from service, including longevity and any applicable salary increments and/or differentials, but excluding overtime payments.

40.4 (a) Career pensioners who retire from the Town of Charlestown will be permitted to continue their same level of major medical health insurance coverage for themselves and their spouse, consistent with the provisions of Article 29, Section 29.5.

(b) When said retired member and/or spouse become(s) eligible for Medicare, the Town shall provide, at its expense consistent with the provisions of Article 29, Section 29.5, the so-called Plan 65 or its comparable plan, for the life of said retired member and/or spouse; provided that said Plan is equivalent to the coverage offered to the retired member and/or spouse upon retirement. The Town shall also provide, consistent with the provisions of Article 29, Section 29.5, reimbursement of Plan "b", as provided by the social security of said retired member and/or spouse.

(c) Should the retired member and/or spouse subsequently become eligible for medical insurance under any other health insurance plan which provides the comparable level and quality of health care benefits as the plan offered by the Town, the Town will no longer be obligated to extend medical coverage to said retired member and/or spouse. Should the retired member and/or spouse subsequently lose said alternate medical insurance coverage, the Town shall be obligated to again fully cover the retired member and/or spouse with the medical insurance offered under this Section.

- 40.5 Mandatory retirement age for full-time officers is age 60 as upheld by federal law. Employment term shall run through the end of the calendar year in which this age is attained by employee.
- 40.6 Any non-career retirees shall continue to receive a medical coverage continuously after their retirement, but the obligation of payment shall be the retirees.
- 40.7 Employees of the bargaining unit hired prior to July 1, 2011 shall be entitled to any and all benefits listed in the contract as well as those pursuant to the Optional Retirement for Members of Police Force and Firefighters [45-21.2 of the G.L. of R.I.] [This paragraph will go into effect promptly at 11PM on the 29th day of June, 1997.]

Employees of the bargaining unit hired on or after July 1, 2011 shall be entitled to retire upon the completion of their 25th year of service and shall then be entitled to any and all benefits listed in the contract as well as those pursuant to the Optional Retirement for Members of Police Force and Firefighters [45-21.2 of the G.L. of R.I].

- 40.8 Upon retirement from the Charlestown Police Department in good standing, each member of the bargaining unit shall be issued a new Identification Card from the Police Department. Thereafter, said retired member shall be issued a new Identification Card every five (5) years.
- 40.9 Upon retirement from the Charlestown Police Department in good standing, each member of the bargaining unit shall have the option to become a “reserve” or a “constable” of the Charlestown Police Department. Said retired members who so choose to become a “reserve” or a “constable” of the Department shall be ranked on the seniority list according to his/her date of retirement.
- 40.10 If a retired member of the bargaining unit chooses to remain on as a “special”, he/she shall be allowed to keep his/her basic departmental uniform, which uniform shall continue to be the property of the Town.

ARTICLE 41
ACCIDENTAL DISABILITY

41.1 Any member in active service, regardless of length of service, shall be entitled to an accidental disability retirement when such disability is the result of an injury sustained while in the performance of duty (whether or not during regular working hours), and such disability was not the result of the willful negligence or misconduct on the part of the member. Upon retirement for accidental disability, a member shall receive a retirement as covered under all applicable provisions of state law. [45-19-1 & 45-21.2 of the G.L. of R.I.].

ARTICLE 42
OUTSIDE EMPLOYMENT

42.1 Any full time police officer desirous of engaging in outside employment, other than specified in the article for extra police work, shall comply with the following requirements:

1. Employee shall provide written notification in advance and shall be required to receive written permission from the Chief or his designee with respect to the outside employment.
2. The employee shall indicate the nature of employment, location, anticipated hours of work, and the means by which he may be contacted while employed elsewhere.
3. It is understood that the needs of the Department shall be the primary consideration.
4. Employees shall have the obligation to be available and physically fit for full performance of their law enforcement duties.
5. Should it be determined that the outside employment is not appropriate or is interfering in some way with the employee's job performance, the Chief shall

have the authority to restrict said outside employment in a manner reasonably deemed necessary to maintain a professional law enforcement department.

6. It is understood that any outside employment shall not encompass work which adversely affects the integrity of the Police Department.
7. Denial shall not be made in an arbitrary or capricious manner.

ARTICLE 43

PHYSICAL FITNESS AND HEALTH MAINTENANCE

43.1 It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his/her job.

43.2 All members of the bargaining unit during the term of this Agreement shall achieve and maintain a level of physical fitness as his or her age and the nature of his or her duties require.

When the Chief suspects that the physical condition of an officer is affecting his/her performance, then he/she may require the officer to see a Town selected specialist for determination on the matter. The cost of this exam will be borne by the Town. If any remedial course of action is prescribed and implemented by the specialist, the Town shall take no disciplinary action against said officer as long as the officer is reasonably attempting to comply therewith.

The results of these examinations and/or tests shall be handled in complete compliance with Rhode Island General Laws §5-37.3-1, *et seq* regarding the confidentiality of health care information and the use of medical release forms, and in no event shall any record or other evidence of said results be included in the Officer's Personnel File.

43.3 Each member of the bargaining unit shall be required to be examined by a physician of his/her choice on an annual basis for a routine physical examination. Members' Town-

provided health insurance plans shall be utilized to pay for said mandatory annual physical examinations, and members shall be responsible for the payment of applicable co-payments for said examinations. Provided, however, the Town of Charlestown shall pay for any additional fees and expenses related to said mandatory annual physical examinations that are not covered by a member's health insurance plan. No later than by December 31st of each calendar year, members shall be required to submit documentary evidence to the Chief of the Department confirming only that he/she appeared for and was administered a routine physical examination by a physician. The results of the examination, whether or not said member passed said examination, any records from said examination, and any information other than the information described in the previous sentence shall not be disclosed to the Department or to the Town, and in no event shall any record or other evidence of said results be included in the member's Personnel File.

ARTICLE 44

SALARIES

44.1 Salaries for all members of the bargaining unit shall be increased by 2.5% as of July 1, 2012, 2.0% as of July 1, 2013, and 2.0% as of July 1, 2014, , as follows:

Patrolmen hired after January 1, 2006 would not be eligible for the additional \$1,200 as per Article 44.1; but in lieu thereof shall receive a \$600.00 increase in their salary level on June 30, 2012, as indicated in the salary chart below.

The following Salary Schedule applies to those employees of the Bargaining Unit hired on or after January 1, 2006: **See Exhibit C**

44.2 An additional \$500 per year is to be added to any and all positions of Detective and Administrative Lieutenant, for furnishing work attire and equipment. Said amount shall be paid in two installments of \$250. The first installment shall be on July 1 and the

second installment on January 1 of each contract year. Promotions to the position of Detective shall be considered lateral movements, and as such will not effect an individual's other classification or rank.

44.3 As of July 1 of each year of this Agreement, the number of years of service will be determined by the number of years the officer will have served by June 30 of the following year, based on each officer's date of hire. In addition to the annual pay scale, the following will apply for officers who will have achieved a minimum of five (5) years of service by June 30 of each year of this Agreement:

- A. One-half (1/2) percent of the officer's base salary, for every year of service, is to be added to the officer's pay.
- B. This amount is to be calculated into the officers' hourly wage and paid accordingly in each paycheck.
- C. The amount of this longevity payment will in no event exceed 10%, per year, of the officers Base Salary.

44.4 In recognition of the fact that the "four day on/two day off" schedule worked by the members of the bargaining unit equates to a figure of one thousand, nine hundred and forty-six point fifty-six (1,946.56) regular hours worked per calendar year, the hourly rate of pay that shall be utilized for the purposes of calculating members' overtime-related compensation (i.e. time and one half), such as overtime, call-back, and court time, shall be determined through the utilization of the following calculation formula:

STEP 1: the sum of member's annual salary plus longevity percentage increase shall be divided by twenty-six (26) (this equates to the member's salary plus longevity per two (2) week pay period);

STEP 2: the figure determined under Step 1 above (i.e. the member's salary plus longevity per two (2) week pay period) shall be divided by two (2) (this equates to the member's weekly salary plus

longevity);

STEP 3: the figure determined under Step 2 above (i.e. the member's weekly salary plus longevity) shall be divided by thirty-seven point forty-three (37.43) (this equates to the member's hourly rate); and

STEP 4: the hourly rate determined under Step 3 above shall be multiplied by one and one half ($1\frac{1}{2}$) to determine the hourly overtime compensation rate of pay.

ARTICLE 45

SEVERABILITY OF PROVISIONS

- 45.1 If any provision this Agreement, or application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances, other than those to which is held invalid, shall not be affected thereby.

ARTICLE 46

DURATION OF AGREEMENT

- 46.1 This agreement will become effective at 11PM on the 30th of June, 2012 and remain in effect until 11PM on the 30th of June, 2015, and thereafter shall remain in effect until a new Collective Bargaining Agreement is agreed upon and ratified by the respective parties' authorized bodies.

ARTICLE 47


MUTUAL AGREEMENTS

- 47.1 During the contract period, the Town and the Union may find it desirable to make changes to this agreement that they find in their mutual best interest. A majority vote of all union members and Town Council approval will be needed. A permanent written amendment will be added to this agreement at that time regarding the matter agreed to.

AGREEMENT

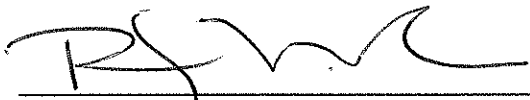
This Agreement is made and entered into this 14 day of May, 2012 by and between the *Town of Charlestown* and the *Washington County Fraternal Order of Police, Lodge #40*.

TOWN SEAL



Thomas Gentz
President, Town Council
(Duly Authorized)

FOP SEAL



Patrick J. McMahon
President, FOP Lodge 40
(Duly Authorized)

EXHIBIT "A"
TABLE OF ORGANIZATION

-----Chief of Police-----

I
I
I
LIEUTENANT
(PROSECUTION)
(ADMINISTRATIVE)

I
I
I
LIEUTENANT
(PATROL)
(ADMINISTRATIVE)

I	I	I	I	I	I	I	I	I	I
I	I	I	I	I	I	I	I	I	I
I	I	I	I	I	SERGEANT	SERGEANT	SERGEANT	I	I
I	I	I	I	I	I	I	I	I	I
DETECTIVE	DETECTIVE	DETECTIVE			I	I	I	I	I
(PLAIN CLOTHES)	(PLAN CLOTHES)	(PLAN CLOTHES)			I	I			DARE & SCHOOL SAFETY OFFICER
(ADMINISTRATIVE)	(ADMINISTRATIVE)	(ADMINISTRATIVE)			I	I			
					I	I	I		(If full time position available)
					I	I	I		
					I	I	I		
					PATROLMAN	PATROLMAN	PATROLMAN		
					PATROLMAN	PATROLMAN	PATROLMAN		
					PATROLMAN	PATROLMAN	PATROLMAN		
					PATROLMAN	PATROLMAN			

*During a declared State of Emergency, one (1) of the Plan Clothes Detectives may be temporarily reassigned to the patrol division until such time as the State of Emergency ceases to exist.

EXHIBIT B

MEMORANDUM OF AGREEMENT

by and between

THE WASHINGTON COUNTY FRATERNAL ORDER OF POLICE, LODGE #40

and

THE TOWN OF CHARLESTOWN

This Memorandum of Agreement is made and entered into effective as of this

5/14/2012 day of, 2012 by and between THE WASHINGTON COUNTY FRATERNAL ORDER OF POLICE, LODGE #40 ("FOP") and THE TOWN OF CHARLESTOWN ("TOWN").

WHEREAS, the FOP and the Town are parties to a Collective Bargaining Agreement dated July 1, 2012 through June 30, 2015 (the "CBA"), which was achieved through lengthy good faith negotiations between those two (2) parties pursuant to the *Municipal Police Arbitration Act* ("MPAA") set forth in *Rhode Island General Laws §28-9.2 et seq*;

WHEREAS, pursuant to Article 2 of the CBA, entitled "Recognition", the CBA covers "...all full-time permanent (Town of Charlestown) policemen up to and including the rank of Lieutenant for the purposes of collective bargaining and entering into agreements relative to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment", which members are considered bargaining unit members covered by the CBA and are exclusively represented by the FOP for collective bargaining purposes;

WHEREAS, pursuant to Article 4 of the CBA, entitled "Union Dues", bargaining unit members who are members of the FOP pay Union Dues to the FOP to cover the expenses of collective bargaining and other matters of representation;

WHEREAS, pursuant to Article 3 of the CBA, entitled "Union Security", bargaining unit members who choose not to join the FOP pay a fee to the FOP which is equivalent to that portion of Union Dues applicable solely to collective bargaining services, to also cover

the expenses of collective bargaining;

WHEREAS, Article 20 of the CBA, entitled “Uniformed and Non-Uniformed Outside Details”, provides bargaining unit members with the ability to earn additional compensation by working at either Town-funded Uniformed or Non-Uniformed Outside Details (“Town Details”) or Uniformed or Non-Uniformed Outside Details funded by private/non-Town entities (“Private Details”), at the following set hourly rates which have been negotiated and determined by the Town and the FOP through the collective bargaining process:

- time and one-half the regular rate of pay for employees;

WHEREAS, the FOP and the Town have also bargained over and provided in Article 20 of the CBA that certain non-bargaining unit members (i.e. Special Officers/Constables and Dispatchers) are eligible to work any Town Details or Private Details when bargaining unit members are not available, at the set hourly rate of \$27/hour for “Town Details” and \$45/hour for “Private Details”, which has been negotiated and determined by the Town and the FOP through the collective bargaining process;

WHEREAS, notwithstanding the above, such non-bargaining unit members pay no dues or other fees to the FOP to cover any expenses of collective bargaining, are not parties to the CBA and are not involved in the bargaining process, and are thus essentially permitted to work such Town Details or Private Details as “third-party beneficiaries” to the CBA with no responsibility to contribute to the costs associated with the development and negotiation of said CBA;

WHEREAS, during 2010-2011 the FOP and the Town took part in lengthy and costly collective bargaining negotiations and interest arbitration proceedings pursuant to the MPAA, resulting in the parties’ current CBA;

WHEREAS, the parties’ negotiations and interest arbitration proceedings addressed multiple issues and proposals, including Article 20 of the CBA, resulting in a significant increase in the hourly rates paid to both bargaining unit members and non-bargaining unit members thereunder;

WHEREAS, the parties now wish to further address and proscribe the rights, terms and conditions by which non-bargaining unit members are permitted to work Private Details as “third-party beneficiaries” to the CBA; and

WHEREAS, the parties hereto desire to codify their Agreement and be bound by the same.

THEREFORE, the parties agree as follows.

1. In accordance with Article 20 of the CBA (entitled “Uniformed and Non-Uniformed Outside Details”) in effect by and between the Town and the FOP, and in accordance with this Memorandum of Agreement by and between the Town and the FOP, non-bargaining unit members (i.e. Special Officers/Constables or Dispatchers) shall be eligible to work Private Details only and strictly in accordance with the terms and conditions of: (a) the CBA and at the hourly rates set forth in said CBA which have been negotiated and determined by the Town and the FOP through the collective bargaining process, and (b) this Memorandum of Agreement.

2. In consideration of such non-bargaining unit members’ rights and privileges to work and be paid for Private Details strictly in accordance with the terms and conditions of the CBA and this Agreement, and in consideration of the collective bargaining services performed by the FOP partly for the benefit of such individuals, any and all such non-bargaining unit members who work Private Details shall have a surcharge/fee deducted from all Private Detail Pay paid to said individuals and then remitted directly to the FOP, in the following amount (the “FOP Detail Service Fee”):

- **\$5.00/hour for Private Details paid at the \$45.00/hour rate of pay in the CBA.**

3. The Town agrees to deduct the FOP Detail Service Fee from all applicable Private Detail Pay earned by the individual prior to remitting the balance of said Private Detail Pay to said individual, provided the non-bargaining unit individual signs a written acknowledgement of surcharge fee and assents to the surcharge fee deduction from their earned fees, and to remit the FOP Detail Service Fee portion to the FOP within fifteen (15) days thereof.

4. It is understood that the Town is not responsible for the application and/or use of the FOP Detail Service Fee, and accordingly the FOP agrees to hold the Town harmless from any claims arising against the Town because of such deductions from the individuals' Private Detail Pay; and the Town shall only be obligated to remit the FOP Detail Service Fee to the FOP once payment has been made for the Private Detail by the private/non-Town entity/vendor.

5. Any and all non-bargaining unit members who work Private Details and have such FOP Detail Service Fee deducted from their Private Detail Pay and remitted to the FOP shall, as further consideration for their rights and privileges to work and be paid for Private Details and for the collective bargaining services performed by the FOP partly for the benefit of such individuals, hold the FOP (and its officers, directors, attorneys, and advisors) and the Town (and its officers, elected officials, employees, attorneys, and advisors) harmless from and release each of said parties from any and all liability for and against any and all claims, demands, actions, causes, causes of action, proceedings, complaints, disputes, arguments or suits of any and every kind at law in equity or otherwise associated with the deduction, remittance, and use of the FOP Detail Service Fee.

WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures as of the date set forth above.

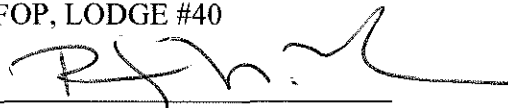
Handwritten signatures in black ink, appearing to be two distinct signatures.

TOWN OF CHARLESTOWN



By: Thomas Gentz, President
TOWN COUNCIL
(Duly Authorized)

FOP, LODGE #40



By; Patrick McMahon, President
FOP, LODGE #40
(Duly Authorized)

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The following Salary Schedule applies to those employees of the Bargaining Unit hired **on or after January 1,2006:**

<u>Position</u>	06/30/12 Current	07/01/12 (2.5%)	07/01/13 (2.0%)	07/01/14 (2.0%)
Patrolmen 0 - 1 year	46,218.64	47,374.11	48,321.59	49,288.02
Patrolmen 1 - 2 year	54,241.47	55,597.51	56,709.46	57,843.65
Patrolmen 2 - 3 year	56,104.24	57,506.85	58,656.98	59,830.12
Patrolmen 3 - 4 year	57,037.74	58,463.68	59,632.96	60,825.62
Patrolmen 4+ year	57,969.12	59,418.35	60,606.71	61,818.85
Detective	60,542.63	62,056.20	63,297.32	64,563.27
Sergeant 0 - 1 Year	62,269.61	63,826.35	65,102.88	66,404.93
Sergeant 1+ Year	64,133.43	65,736.77	67,051.50	68,392.53
Lieutenant 0 - 1 Year	68,441.34	70,152.37	71,555.42	72,986.53
Lieutenant 1+ Year	70,305.17	72,062.80	73,504.06	74,974.14

The following Salary Schedule applies to those employees of the Bargaining Unit hired **prior to January 1,2006:**

Position

Patrolmen 0 - 1 year	46,976.47	48,150.88	49,113.90	50,096.18
Patrolmen 1 - 2 year	54,999.30	56,374.28	57,501.77	58,651.80
Patrolmen 2 - 3 year	56,862.06	58,283.61	59,449.28	60,638.27
Patrolmen 3 - 4 year	57,795.57	59,240.46	60,425.27	61,633.77
Patrolmen 4+ year	58,725.89	60,194.04	61,397.92	62,625.88
Detective	61,299.39	62,831.87	64,088.51	65,370.28
Sergeant 0 - 1 Year	63,026.37	64,602.03	65,894.07	67,211.95
Sergeant 1+ Year	64,890.20	66,512.46	67,842.70	69,199.56
Lieutenant 0 - 1 Year	69,198.11	70,928.06	72,346.62	73,793.56
Lieutenant 1+ Year	71,062.99	72,839.56	74,296.36	75,782.28