

CITY OF CRANSTON  
RHODE ISLAND  
AND  
INTERNATIONAL BROTHERHOOD  
OF  
POLICE OFFICERS  
LOCAL NUMBER 301



CONTRACT AGREEMENT  
FOR  
F.Y. 2009-2012  
(JULY 1, 2009 TO JUNE 30, 2012)

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## **INTRODUCTION**

### **AGREEMENT**

This agreement is entered into as of the 1<sup>st</sup> day of July, 2010, by and between the City of Cranston (hereinafter referred to as "City" or "Employer") and the International Brotherhood of Police Officers, Local 301 (hereinafter referred to as Local 301, "Union" or "I.B.P.O."). This collective bargaining agreement (hereinafter "Agreement") is entered into pursuant to the authority granted by Rhode Island General Laws Title 28, Chapter 9.2 Section 1 et seq. known as the Municipal Police Arbitration Act, as amended.

## **SECTION I**

### **RECOGNITION**

The City hereby recognizes and acknowledges the I.B.P.O. as the sole and exclusive bargaining representative for all full time police officers, up to and including police officers holding the rank of Captain for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay, and other terms and conditions of employment.

The words, "member", "member of the bargaining unit", "employee", "officer", "patrol officer", "personnel", and/or "police officer" (or plurals thereof) when used in this Agreement shall mean all of the officers described in the preceding paragraph. Those officers holding the positions or ranks of Chief of Police and Major effective July 1, 2000 will be excluded as a member of the bargaining unit.

All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female officers.

## **SECTION 2**

### **NON-DISCRIMINATION RELATED TO UNION ACTIVITY; UNION SECURITY**

A) The City agrees that it will not discharge or discriminate against a member of the bargaining unit certified by the Rhode Island State Labor Relations Board as a result of membership or lawful activity in or on behalf of the I.B.P.O. The City and the I.B.P.O. further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the I.B.P.O. protected by the Rhode Island State Labor Relations Act.

B) As a condition of continued employment all members of the bargaining unit shall pay an agency fee to the I.B.P.O., which equates to the regular dues and fees paid by members of the I.B.P.O.

## **SECTION 3**

### **DUES AND AGENCY FEE DEDUCTION**

Upon receipt of the City of the signed, voluntary authorization form by the employee, the City agrees to deduct Union membership dues levied in accordance with its constitution and bylaws or agency fee established in this Agreement from the pay of said employee and remit the aggregate amount to the designee of the I.B.P.O. Such remittance shall be made contemporaneously with the distribution of payroll checks to employees. An employee's authorization may be revoked by sending a signed written notice thereof to the City, which shall send a copy of said revocation to the President of the Union.

The Union shall indemnify and hold harmless the City and any of its agents, representatives and employees performing required duties of the City against any and all claims, suits, orders and judgments of any nature brought or issued against the City as result of its compliance with the dues and agency fee provisions of this Agreement, including, without limitation, all costs and reasonable counsel fees.

## **SECTION 3.5**

### **MANAGEMENT RIGHTS**

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of and constitutions of the State of Rhode Island and of the United States, the Cranston City Charter and all other applicable law. The rights, powers and duties of the Chief of the Department shall be exercised consistent with Section 9.02 of the Cranston Charter.

Additionally, except to the extent there is contained in this Agreement express and specific provisions to the contrary, all authority, powers, rights, jurisdiction, and responsibilities for the management and direction of the officers and other employees of the Cranston Police Department are vested, retained and reserved exclusively to the City. The City may promulgate policies, general orders and rules and regulations governing the official conduct of the officers of the Cranston Police Department in the discharge of their public safety and law enforcement functions.

## **SECTION 4**

### **SENIORITY**

A) (1) Seniority shall be defined as an employee's length of continuous service in any bargaining unit position covered by this Agreement. Department seniority shall commence on the date of appointment as a police officer and seniority shall be computed according to continuous service from the date of original appointment by the City. Rank seniority shall commence on the date an officer is sworn into a particular rank and seniority shall be computed according to continuous service within that rank.



Notwithstanding the above definition of seniority, an employee's seniority shall be terminated and his seniority rights forfeited for the following breaks in service:

- a. Discharge, resignation or retirement.
- b. Failure to return to work following the expiration of an approved leave of absence without prior authorization.

In addition, if an officer is suspended without pay he/she will be required to work, prior to his/her retirement and for pension purposes only, an amount of time that is equivalent to the amount of time that he/she was suspended without pay, in order to receive pension service credit in an amount equivalent to the length of said suspension without pay; provided, however, in lieu of working said additional time the officer shall have the option to tender payment, within ninety (90) days from the date of reinstatement to full duty from said suspension without pay, of a lump sum in an amount equal to the pension contributions not paid by him/her during the suspension without pay, in order to receive said pension credits. In the event the officer's suspension without pay is reversed on appeal and back-pay is ordered, the aforementioned pension contributions shall be made a part of the back-pay award and the officer shall receive full pension credit for the time in question without the requirement to work additional time.

Police officers' seniority rights shall apply in the selection of shifts, beats or posts, days off, holidays, vacation and transfers to any divisions. Provided further, that the Chief of Police may subject the successful senior bidder to a trial or probationary period; and provided further, that transfers to the below named specialty units or any other specialty unit that may be formed during the term of this Agreement shall be made to the senior employee who successfully completes the requisite trial or probationary period attached to the position and the required training in the bid.

1. Bureau of Criminal Identification
2. Traffic Unit
3. D.A.R.E. Unit
4. Community Policing

Any successful bidder to any other position will be subjected to the pertinent trial or probationary period described in the bid. Any successful bidder disqualified and removed from his position after a trial or probationary period may seek review of that disqualification through the grievance procedure; provided however, that an arbitrator shall have no authority to disturb the City's disqualifications and removal of an officer unless it was arbitrary or capricious. Any officer with a permanent beat will be ineligible to bid on any temporary transfer of one day or less provided there are sufficient "tramps" available.

Transfers to or the filling of vacancies in the Special Reaction Team shall be solely made from an eligibility list based on qualifications, fitness and ability as determined by the City through a merit-selection process which comports with prevailing national standards for such units; provided, however, such national standards shall be acceptable by both the City and the I.B.P.O.

B) All bids shall be published in the daily bulletin for two (2) days. Personnel interested in the vacancy will submit in writing their application for said vacancy to the Chief of Police in four (4) days from the last day the bid was published. A special notice will be sent to members on sick, injured on duty, or vacation leave at the time the vacancy bid was published. A copy of the daily bulletin in which the bid was published shall be sufficient notice to comply with this section.

C) A senior officer may reject the award of a bid to a vacancy at his discretion without the need of any explanation. Further, in the event that an employee shall reject the position, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. Formal written bids for vacancies may be withdrawn at any time prior to the daily bulletin notice that notifies all personnel that a certain officer has been the successful bidder for the vacancy.

D) In the event that more than one member was appointed to the department or to a rank on the same day, then the relative seniority of said members shall be determined by their results on the departmental examination or relevant promotional process.

E) If an employee is subjected to a trial period, a monthly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, Chief of Police and Director of Personnel.

F) Within thirty (30) days after the execution of this Agreement, the City shall furnish the Union and the police department a copy of the proposed seniority list and the Union and/or the Police Department will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on a bulletin board at police headquarters for the benefit of all police officers and all future seniority questions shall be resolved in accordance therewith. The City also agrees to furnish to the Union an up-to-date seniority list, a copy of which is posted on said bulletin board.

G) The provisions of this section shall not have any retroactive effect.

H) Upon completion of one year's service, police officers who have entered the service of the Department through a federally funded program shall be placed on a permanent shift according to seniority, their seniority date being the date on which they were first employed under the federal program.

I) After awarding a bid, the transfer of personnel shall be made in twenty (20) working days when practicable.

J) Upon an officer's written request and approval of the officer in charge, ("OIC"), the officer's work schedule may be altered within his regularly assigned shift, unit and division.

#### **SECTION 4.5**

##### **VACANCIES, PATROL AND OFFICERS' RANKS**

- A. Vacancies in patrol and officer's ranks shall be filled within twenty-five (25) days after the vacancy occurs, provided an eligibility list is in effect. A vacancy shall be deemed to have occurred on the day following an employee's removal from the payroll.
- B. Notwithstanding the language of subsection A), the City shall have the unilateral right to maintain up to 15 vacancies through June 30, 2012. Thereafter, vacancies shall be filled in accordance with the provisions of subsection A) above, meaning beginning June 30, 2012 all vacancies in patrol and officer's ranks shall be filled unless mutually agreed upon by both parties.

#### **SECTION 5**

##### **TEMPORARY SERVICE OUT OF RANKS**

A) If any officer is ordered to temporarily assume the duties and responsibilities of an officer of a higher rank, and if an officer assumes and performs those duties for four (4) consecutive hours or more, he shall be compensated for any such service at the rate of said higher rank. This provision shall not apply to an officer who is assigned to light duty.

B) In any case where an employee serving out of rank contracts an illness or suffers an injury in the performance of his duty, he shall be entitled to all benefits provided by R.I.G.L. 45-19-1, including pay at the rate he was receiving while serving out of rank. In the event an employee so disabled is subsequently placed on disability pension, his/her pension shall be based on the pay of the person that he/she was filling in for.

C) When a supervisor of the rank of Sergeant or above is absent from duty for more than 12 working days for reasons such as, but not limited to IOD, sick leave or vacation leave, the City of Cranston will have the right 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.

If officers are being used off an active and certified list and that list should expire, the officers off the expired list will keep acting out of rank until a new active and certified promotional list is made. If there is no promotional list active or certified, the most senior police officer will be selected to fill in for the position that is vacant. Senior police officer to sergeant, senior sergeant to lieutenant and so on.

## **SECTION 5.5**

### **TEMPORARY POSITIONS OR BIDS**

A) No position shall remain temporary for a period longer than one hundred eighty (180) days, with the exception of a position put up for bid due to an extended illness or injury on duty or the temporary transfer of personnel to an outside law enforcement agency.

B) The City recognizes that the collective bargaining agreement must be adhered to unless the Union agrees on a case by case basis that an officer may be transferred temporarily for a period not to exceed four (4) weeks to a division so he/she may work on information that he/she has developed. It is the intention of the parties that the agreement set forth in this Subsection (B) is for the transfer of officers for the purpose of working with informants or to investigate their information for that four (4) week time period in an attempt to successfully develop a criminal case leading to an arrest. The Union recognizes that on certain occasions the transferred officer will need an additional time period to complete his/her investigation. On these occasions the City will ask the Union for permission for the extension and the Union shall have the exclusive right to allow or deny the extension request.

The City also recognizes that this type of temporary transfer is for information that an officer develops and it is not to be used to circumvent the bidding or seniority clauses agreed upon in the collective bargaining agreement.

The Union may at any time and without cause remove themselves from the agreement set forth in this Subsection (B) and upon that happening, the City will follow all the provisions of the collective bargaining agreement regarding the transferring of personnel; provided however in the event the Union removes themselves from the agreement set forth in this Subsection (B) any officer then currently on an assignment pursuant to said agreement shall be permitted to complete the four (4) week period or any extended period that the Union may have agreed upon.

C) Transfer to all temporary positions shall be governed by seniority, except where there is an over-riding reason to utilize special skills or abilities.

## SECTION 6

### PROMOTIONS

All promotions within the Police Department shall be made in accordance with the procedure established by the City Charter of the City of Cranston adopted November 6, 1962.

A) Competitive tests shall be administered by the Director of Personnel of the City of Cranston. The test given shall consist of two phases: a written test which will account for sixty (60%) percent of the total grade, and an oral board which will account for forty (40%) percent of the total grade. A passing grade of seventy (70%) percent on the written portion must be attained before the candidate will be allowed to participate in the oral board.

The oral examination board, all participating candidates for promotion, and the oral examination process, in its entirety, for positions covered by this agreement, shall be videotaped by an independent, licensed court reporting service. A separate and distinct tape, disk, or flash drive shall be used for each candidate. No person other than members of the panel, the promotional candidate, a representative from the Personnel Department, and the independent video contractor shall be present in the interview room, nor shall any person other than a representative from the independent contractor be allowed to view any "streaming" from the video process at any remote location.

Prior to the certification of the promotional list, the Chief of Police or his designee shall review all oral testimony after the completion of the oral board. The original videotape/disk/drive shall then be placed in a sealed envelope, and shall be held in the office of the Chief of Police. A copy of said original videotape shall be contained in a sealed envelope, and shall be held by the independent video recording service for a period of one (1) year, unless otherwise advised in writing by certified mail, by either the City or Local 301, that said copy shall be preserved by the video recording service. The party notifying the video recording service that said copy shall be preserved shall also notify the party not making said demand, in writing and by certified mail, of said demand. In such case the original videotape held in the Chief's office and the copy held by the video recording service shall be held for an indefinite period of time. If no such preservation request is made within the one (1) year period then the original videotape held in the Chief's office and the copy held by the video recording service shall be destroyed immediately after the expiration of the one (1) year period. Any disputes between the parties which may arise from the process described in this Subsection (A) shall be resolved through the Grievance Procedure set forth in this Agreement.

The oral examination board shall be comprised of three (3) police officers from department outside of the City of Cranston. Oral examination board members shall hold the rank being tested for or above.

The written examination shall be obtained from any recognized police testing service and shall be delivered to the Personnel Department and stored in the vault in that department. The package shall remain sealed until it is opened in front of all examination candidates and the examination shall be administered immediately thereafter.

The examination will be photocopied immediately upon completion of the final exam. The originals shall be placed in a sealed envelope and sent "overnight" mail through the United States Postal Service that same day. The photocopied versions shall be placed in a sealed envelope and the originals stored in the Personnel Department Vault. The Union and the Administration agree to explore on-site grading at the end of this promotional bid award.

B) All employees will be given at least sixty (60) days notice that a new promotional exam is to be given. A posting in the police station will be sufficient notice for all employees.

C) All employees will be allowed to review their written test prior to going on to the oral board.

D) Seniority points shall be given to each candidate taking the test in accordance with the civil service rules.

E) No scaling of marks will be allowed.

F) The following time requirements shall be met to be eligible for promotions for each of the following ranks:

Promotion from Police Officer to Sergeant, at least five years time in grade.

Promotion from Sergeant to Lieutenant, at least one year time in grade.

Promotion from Lieutenant to Captain, at least one year time in grade.

Promotion from Captain to Major, at least three years time in grade.

Promotion from Captain or Major to Chief of Police, at least three years time in grade.

A member shall not be eligible to sit for a promotional examination unless that respective member shall have served in the rank one below that for which the test is being administered. For example, a member must be a Patrol Officer to take the Sergeant's examination, a member must be a Sergeant to take the Lieutenant's examination, a member must be a Lieutenant to take the Captain's

examination, and a member must be a Captain to be eligible for Major or Chief. A member acting in rank who is not actually promoted to that rank, shall not be considered having served in the next lowest rank for the purposes of this section. Furthermore, a member must have been promoted to the next lowest rank on or before the date of the closing of the application process by the City, to be eligible to sit for any promotional examination. A member shall not be promoted without passing the respective test for rank as stated herein.

G) Upon completion of the promotional procedure, the Personnel Director will then certify and publish a promotion list signifying the order in which each candidate has finished. This list will remain in effect for a period of two years with all promotions during this period being made from this list. A person will not be eligible for the top three positions unless he/she has met the time in grade requirements for the particular rank he/she is being promoted to. In the event any of the top three candidates do not have sufficient time in grade, then the next person on the list who has sufficient time in grade will be eligible.

The Department shall maintain, at all times, a promotional list in effect for all promotional positions within the Department. To that end, no later than four (4) months prior to the above-referenced two (2) year expiration date of any promotional list the Department shall commence the promotional examination procedure in order to replace any expiring promotional list, and shall provide the proper sixty (60) day notice as required by Subsection (B) above concerning said promotional examination process, in order to assure that a new (replacement) promotional list shall be in existence at the end of said two (2) year expiration period. Thereafter, the promotional examination process shall be completed by, and a new (replacement) promotional list shall be in effect by the date that the prior list expires.

When two or more police officers are promoted to a higher rank at the same time, the most senior will be the one who finished the highest in the examination as certified by the Director of Personnel.

## **SECTION 7**

### **DUTIES**

A) The duties of the members of the Cranston Police Department shall be consistent with state law, the City's ordinances and the Department rules and regulations; but nothing herein shall be deemed to abrogate the power of the City Council to vary the organizational structure of the Cranston Police Department. Without limiting the generality of the foregoing, the duties of members of the Cranston Police Department shall consist of: the repression and apprehension of crime; the enforcement of the laws and ordinances of the City and the laws and statutes of the State of Rhode Island.

B) The City agrees not to reduce the number of positions required by

the table of organization below the highest number existing during the term of this Agreement and agrees to no lay-off of any members of Local 301.

C) The City agrees not to consolidate the Cranston Police Department into a Public Safety Organization with any other City of Cranston department, any other city, town, county, state or private organization.

D) The City shall not contract out any of the duties or responsibilities presently performed by members of Local 301 IBPO of the Cranston Police Department. The City agrees to no privatization of any division or unit of the Cranston Police Department.

E) The duties and responsibilities performed by the members of Local 301, IBPO, including those duties set forth in Subsection (A) above and those other duties being performed by said members as of the date of this Agreement, shall not be performed by any other City of Cranston department or any other organization.

F) Police officers will not perform any duties of the Animal Control Officers; provided however, that officers shall assist in the destruction of an injured animal for humane purposes, or any wild animal which may present a safety hazard to the general public.

## **SECTION 8**

### **DETAIL TO OTHER DEPARTMENTS PROHIBITED**

The City of Cranston agrees that members of the Cranston Police Department whose duties are defined in Section 7 shall not be detailed to other departments of the City for other than police duties. The details from one unit to another within the police department shall be the responsibility of the Chief of Police, subject to the seniority provision in Section 4 of this Agreement.

No Detective shall be required to report to or work so-called "station duty" in the offices of the Detective Division. In furtherance thereof and in furtherance of the provisions of this Section 8, the Department hereby agrees to install and maintain an operational voicemail system in the offices of the Detective Unit in order to assist any members in said unit in responding to telephone inquiries during any times of absence of non-police municipal personnel in said unit; and furthermore the Department agrees to use its best efforts to utilize light duty police personnel to respond to telephone inquiries and walk-in civilians who are directed to the Detective Unit during any times of absence of non-police municipal personnel in said unit.



## **SECTION 9**

### **DEPARTMENTAL OPERATIONAL STRUCTURE**

The Detectives Division shall be comprised of 25 permanent positions in addition to one Captain, one Lieutenant, and five (5) Sergeants. The Detectives Division shall be comprised of the Criminal Investigations Unit, the Special Victims Unit (SVU), the Special Investigations Unit (SIU), the Prosecution Unit, and the Bureau of Criminal Identification (BCI) – and any new investigative units deemed necessary by the Chief of Police. No current unit in another Cranston Police Division shall be placed under the Detectives Division.

At the time of any vacancy in the units within this division, it is the Chief of Police's discretion as to whether to fill that unit vacancy or move that member to another unit within the Division. This section is not intended to represent minimum staffing on a daily basis, which would create overtime. The officers/supervisors assigned to these units shall be able to flex their hours with the prior approval of their immediate supervisors.

- Investigators assigned to a Task Force will work the hours designated by the Task Force Supervisor.

### **SECTION 9.1 – HOURS**

A) As of July 1, 1999, the regular work schedule for all members of the Department, except the Chief, Major and the Captains, shall be a six (6) day cycle of four (4) consecutive working days of eight hours followed by two (2) consecutive day off.

Any other position currently staffed on a five (5) and (2) Monday through Friday schedule shall remain as such. Nothing in this section shall require the Chief of Police to fill any vacancy that occurs. If the Chief of Police chooses to increase the number of positions within any unit, this shall not apply.

The City agrees that all listed positions with a five and two schedule with weekends off are entitled to eighteen (18) compensatory days off per year to equalize the amount of hours and days worked as those officers that are on a four and two day schedule.

## **SECTION 10**

### **SUBSTITUTIONS**

Upon an officer's advance written request, the privilege to substitute with oneself may be granted by the Division Commander or his or her designee in his/her discretion. The term switching with oneself shall be defined as the ability

to flex or modify one's day off schedule. This will be governed by Management and only be permitted when staffing levels allow for it.

Any officer may substitute with another officer, in the same division and work assignment after having been approved by the Division Commander or the Division Commander's designee. The substitution shall not be refused by the Division Commander or his or her designee without just cause.

Compensatory time, Vacation time, Personal days, Training time, and Sick time all take precedence over an officer switching with himself or herself. An officer cannot cause overtime by switching with himself or herself.

All members are required to check in with the officer in charge one hour prior to the start of the shift that they took off to see if their day off is still approved. Switches by a member with himself or herself may be cancelled up to one hour before the start of the shift that the member requested off. Members assigned to the 2245 and 2345 shift are required to be available for call back up to 1800 hours on the day of the shift they requested off. A member may be ordered back to work even if the member has already worked on their day off. If the member is ordered back to work on the day they requested off, then the member will be given the next available day off that they choose.

All switches with oneself must be completed within one pay period. Substitutions will be recorded in the computerized Departmental attendance records, now named Speed Shift, in the same fashion as compensatory time requests.

Substitutions allowed between officers in the same unit and division shall be unlimited provided notification is provided to the Division Commander or the Division Commander's designee.

## **SECTION 11**

### **OVERTIME**

A) All employees will be compensated for hours worked in excess of their normal tour of duty at the rate of time and one-half. For the first overtime hour, any time worked over fifteen (15) minutes and up to one (1) hour will be compensated for as one (1) full overtime hour. For any overtime hour thereafter, any time worked over one-half hour will be compensated for as a full overtime hour. It is expressly understood by the parties hereto that hours worked on special non-City details will not be counted in determining the numbers of hours worked for overtime purposes.

B) Overtime for vacancy coverage will be equally and impartially distributed among qualified employees in each division or unit who ordinarily perform such work in the normal course of their work week. Employees who are

excused by rejecting the position or benefit of such overtime, and employees who are on sick leave, will be charged with the overtime for purposes of equalizing the distribution. The City will keep records of overtime hours worked and charged to every employee covered under the terms of this contract. In case of a grievance involving such records, the records will be subject to examination by a Union Official and the officer in charge of the division involved. No overtime will be distributed to any employee who is on sick leave or injured on duty leave until he/she has notified headquarters that he/she is returning to active duty.

If an officer has an assigned detail, he/she may not transfer from the assigned detail to overtime work unless the entire list in his/her category is first exhausted.

C) Officers working overtime for vacancy coverage shall not be assigned until after all the officers working their regular tour of duty have been assigned.

D) Call back of supervisors due to manpower shortages will be as follows:

If the scheduled Lieutenant is working, a Sergeant will be called back. If the scheduled Lieutenant is not working, a Lieutenant will be called back. On the two day shifts where there is no regularly scheduled Lieutenant, if there is a vacancy, a Sergeant will be called back to fill the vacancy.

1) After the regular working hours and on weekends where there are no Captains scheduled to work, a "Duty Captain" will be called for such circumstances as promulgated by the Chief of Police or his designee. The Captains will be available for this Duty on a weekly rotating basis.

2) The "Duty Captain" that is called back will appraise the circumstances of the callback and notify the Chief of Police first and then if necessary he will notify the Captain of the respective division who normally performs that work during the course of their workweek to appraise him of that situation. If an immediate follow-up is necessary, as determined by the Division Commander or "Duty Captain", the Captain whose duties fall under that realm of responsibility may be called back to direct and supervise that investigation.

3) The "Duty Captain" that is called back to work shall be compensated under the guidelines of Section 12, titled Callback.

4) Any changes of this section shall be negotiated between the Union, Local 301 and the City of Cranston.

## **SECTION 12**

### **CALL BACK PAY**

A) Employees called back to duty for any reason shall be compensated at least four (4) hours at the overtime rate of pay set forth in Section 11. If an officer is not required to provide services for four (4) hours, the officer will be released immediately upon completion of the original call back assignment and will be paid for four (4) hours.

Officers who receive multiple court appearance notices will only receive one (1) minimum four (4) hour payment and will not be entitled to receive multiple four (4) hour minimum payments for each noticed court appearance; provided however, officers who receive multiple court appearance notices for attendance in court on the same day but for different four (4) hour time periods shall be entitled to receive multiple four (4) hour payments (i.e. if an officer receives court appearance notices for 9:00 A.M. and 1:30 P.M. on the same day, he/she may be entitled to the receipt of at least two (2) four (4) hour minimum payments), and officers who are in attendance in court for more than four (4) hours for a court appearance are entitled to the receipt of more than one (1) four (4) hour minimum payment (i.e. if an officer receives two (2) or more court appearance notices for 9:00 A.M. on the same day and is required to stay in attendance in court for one (1) or more of said appearances until 3:00 P.M., he/she is entitled to a four (4) hour minimum payment plus the additional two (2) hours of pay).

B) All certified breathalyzer operators who are called back from their off-duty hours for the purpose of recertification shall be compensated for at the rate of time and one-half pay with a two (2) hour minimum.

## **SECTION 13**

### **SPECIAL DETAILS**

A) Any employee who is assigned to a private or special detail shall be compensated at the rate set by the Union, which shall not exceed the rate of time and one-half the highest police officer's rate of pay and shall receive a minimum of four (4) hours pay. The Union shall give the City thirty (30) days notice of any increase of the detail rate. If a supervisor is in charge of a special detail he/she shall receive five (5) dollars per hour above the detail rate specified above. An Officer in Charge will be assigned to all details when at least three other officers are working that same detail. The number of officers required to work prior to an OIC being appointed does not apply with regards to road construction details, which has been the practice in the past. The Chief of Police may at times with just cause assign an OIC temporarily to a particular detail regardless of the number of officers assigned. If the Chief of Police exercises his authority, an OIC will be assigned to that particular detail. However, this assignment will not exceed one hundred and twenty (120) days. This assignment

may, however, be terminated earlier than one hundred and twenty (120) days, and at that point the detail will be assigned normally by the detail officer.

Just cause regarding this Agreement means the following: When the vendor assigned a detail has been in violation of the State liquor laws or other serious violations of City ordinance, or when there have been numerous violations of State law which has been documented by official police reports or arrests.

The Chief of Police may not arbitrarily or capriciously invoke his authority in regards to this section. The Union reserves the right to grieve any specific incidence which they feel violate the spirit of this Agreement.

Further, any such detail on the following holidays: New Year's Day, New Year's Eve after 6:00 p.m., Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 6:00 p.m., Christmas Day, and Easter Sunday, shall be paid for at the rate of double time and one-half rate (i.e. double the detail rate) for special details with a four (4) hour minimum.

When an individual officer has worked more than eight (8) hours on a single detail, any additional hours worked on that detail will be paid at time and one-half the detail rate. This applies to the pay scales of City or private contractors (this doesn't apply to those details which are split and individually worked less than eight (8) hours).

B) All employees will signify in writing from time to time their desire to accept or not to accept private or special details. All officers on said list must work two (2) details in any given quarter. Should an officer fail to comply with this minimum, he/she will be dropped from the detail list for one quarter. Additional quarters will be added for each additional infraction. An officer can resubmit his/her name for assignment of details after said infraction. No officer shall directly or indirectly have his/her details worked or assigned to another officer on a regular basis, or more than half of their assigned details.

Officers on vacation, who have not notified the detail officer to suspend issuing of details to said officer, must make their own contact with headquarters to be notified of details assigned to them. Failure to report to an assigned detail by said officer will be considered failure to report to a detail and shall be subject to departmental discipline.

When an officer cannot work a detail that is assigned, due to a work-related court appearance, that detail will not be charged as a detail for the quarter. Said officer must notify the detail officer to comply.

Officers who call out sick for more than one (1) detail in a quarter will have an additional detail charged to them by the detail officer. For each additional

occurrence during said quarter, one additional detail will be charged (Injured on Duty and extended illness are excluded).

When "up for grabs" details are available and broken down into certain time slots, officers will be limited to one (1) time period. Said officer can take a second detail only after other officers have the opportunity to fill these openings (usually twenty-four (24) hours). Officers who work "up for grabs" details will not be charged for that detail, when determining fair and equitable distribution.

Any employee who knowingly performs a detail not recorded and any employee who willfully assigns a detail without recording it shall be subject to department discipline.

C) The detail officer will keep a current list of all officers who have signified in writing their desire to be assigned private and special details and said list will be maintained open to inspection by all employees in the collective bargaining unit.

When the detail officer has been notified of an uncovered detail, he will make every effort to fill the vacancy. All assignments shall be distributed equitably and fairly as to number and compensation and averaged on a three-month basis, unless otherwise agreed to by the parties.

Employees on the list shall be given as much advance notice as is practical. Any employee who refuses a paying detail shall have it recorded as a detail actually worked, in determining fair and equitable distribution.

The assigning officer shall record all assigned details to indicate the name of the employee assigned, the detail worked, and the persons or corporations served. This record shall be open to inspection by Union officers at all reasonable times.

An arbitrator chosen to hear a grievance filed alleging a violation of this section shall have authority to order pre-emptory assignment of details as a remedy and to remove as assigning officer, or any person who the arbitrator finds is willfully making inequitable distribution of special details. No details shall be distributed to any employee during the period such employee is on sick leave or injury-on-duty leave and until he/she has returned to duty; provided, however, that an employee on, other than the day shift, who has notified headquarters that he/she is returning to active duty on the evening shift, may be eligible for the distribution of a detail on the day he/she is returning to duty. Any officer assigned to light duty shall not be eligible for details, with the exception of Dispatch details, during the period of light duty. Except in cases of emergency, an employee shall have the right to refuse any particular detail assigned (so long as it doesn't conflict with sub-section (b) of this section): if he/she has received notice of said detail at least five (5) days prior to the detail and notifies the detail officer at least three (3) days prior to said detail. If said employee does not comply with the

foregoing and refuses the detail, he/she shall not be eligible to take any details for a three-month period.

D) Whenever an officer of the Cranston Police Department who has been assigned to private or special detail is injured in the course of such detail, he/she shall be compensated by said city for all medical and hospital expenses, etc., and also the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-1 9-1 of the Rhode Island General Laws, 1956, as amended.

E) The Executive Board of the Union shall review manpower assigned to special details and make recommendations which shall be considered by the Chief.

F) The City of Cranston shall issue separate bi-weekly checks for all City-paid and or private details.

G) All road construction details within the City of Cranston requiring the stopping or rerouting of traffic and requiring the use of traffic control personnel will be filled by police officers from the active detail list or callback list at the discretion of the Chief of Police.

H) Only an officer who has completed six (6) months of service will be eligible to be placed on the active duty detail list.

I) When an officer has an infraction in reference to a detail, which he/she will ultimately be suspended for, the staff and service commander will suspend such officer within thirty (30) days from being notified of the said infraction.

J) The Union agrees that the City may charge an administrative fee to those organizations, companies, contractors, and other vendors who shall request, order, and/or use any police details. The administrative fee shall be a payment made to the City by the aforementioned organizations, companies, contractors, and other vendors in order to pay for the administrative costs associated with detail work, and said fee shall not be paid as additional compensation for police officers working said details. Said administrative fee shall be paid by the aforementioned organizations, companies, contractors, and other vendors in addition to the payment of the detail rate set forth in this Agreement.

The administrative fee shall not exceed \$2.50 per hour for each detail hour worked and/or paid as a detail.

The Union shall not file a grievance or in any way challenge the creation of the above-described administrative fee for the purpose set forth in this Subsection provided however, the Union shall have the right to grieve or

otherwise challenge any violation of this Subsection (J).

K) The City and Union agree to establish a program to allow members who retire after March 1, 2010 who are covered under this Agreement to work non-departmental overtime. This program shall be entitled as the "Special Officers Program". In order to be qualified as a Special Officer, the member must be retired from the City of Cranston with a normal non-disability status, and said officer must complete a minimum of four (4) hours of mandatory non-paid in-service training per fiscal year. All permanent members of the Department shall have priority on all detail assignments over Special Officers participating in the program.

All Special Officers shall wear the proper uniform of the day as determined by the Chief of Police while conducting details and will be prohibited from carrying firearms while on duty. Special Officers will purchase the proper uniform at their own expense. Special Officers will not be entitled to file a grievance, nor will they have the right to benefits under R.I. Gen. Laws §45-19-1. If a Special Officer is injured while working a detail, he or she may have the right to collect workers compensation benefits under the City's insurance coverage.

Special Officers will be paid the "Special Officers Hourly Rate", to be calculated as the detail rate plus the administrative fee minus twenty percent (20%) of the billing rate. The detail rate is the same rate as active officers receive for special details minus twenty percent (20%). The Administrative Fee is the difference of the billing rate minus twenty percent (20%). The twenty percent (20%) as described in the above formula will be maintained in a separate fund by the City to cover any costs incurred by Special Officers that are associated with Workers Compensation, Unemployment Benefits, or any other associated or related costs.

All Special Officers working a detail shall pay a service fee to the Union, in the amount of one dollar (\$1.00) for each hour worked. The City shall deduct said service fees and shall pay, once a month, said service fees so deducted to the Union.

## **SECTION 14**

### **VACATIONS**

A) An employee hired after July 1, 2000 shall be entitled to paid vacation allowance equal to ½ day per month during the completion of one (1) continuous year. All other employees shall be entitled to the following vacations allotments:



1 to 5 years	17 days
5 to 10 years	20 days
10 to 15 years	25 days (or 20 days vacation & 5 days pay)
15 to 20 years or	26 days (or 21 days vacation & 5 days pay)
20 years and over	27 days (or 22 days vacation & 5 days pay)

provided such election is made at the time vacations are selected.

A2) Provided such election is made at the time vacations are selected, an officer shall be allowed to buy back up to forty (40) hours of comp time or five (5) vacation days pay in a similar manner as they are allowed to receive pay for five (5) days vacation pay or up to forty (40) hours comp time pay, but not both. Notwithstanding the above language, for the time period of March 1, 2010 through June 30, 2010 and contract years July 1, 2010 through June 30, 2011 and July 1, 2011 through June 30, 2012, the 40 hour vacation buyback provision set forth above shall be waived by all eligible bargaining unit members. Effective midnight, June 30, 2012 the waiver shall expire and the prior language shall be in force and effect.

A3) Notwithstanding anything to the contrary in (A) above, officers hired on or after July 1, 2002 shall be entitled to receive paid vacation as follows:

0 – 18 months	10 days
18 – 30 months	12 days
30 – 42 months	14 days
42 – 60 months	17 days

and after 60 months shall receive the same vacation schedule as set forth in sub-section (A) above.

B) An employee retiring or resigning during a calendar year shall be entitled to full vacation pay in accordance with the above schedule regardless of when the retirement or resignation may occur during the calendar year.

C) In the event that an employee dies during any calendar year prior to taking his/her vacation, the amount of his/her vacation entitlement shall be paid to his estate and if there be no estate then to his widow/widower or, if there is no widow/widower, then to his/her children in equal shares.

D) An employee may take an advance of up to twelve (12) vacation days in any calendar year with the approval of the Chief of the Department. Further, for the period beginning July 1, 2000 and thereafter, the employee will be allowed to accumulate and carry over the maximum of thirty (30) vacation

days per year not to exceed sixty (60) days in total. In the event a member takes an advance of vacation days in any calendar year as permitted by this Subsection (D), then on January 1 of the subsequent calendar year the number of advanced vacation days taken shall be immediately deducted from said member's vacation allotment for that subsequent calendar year. Furthermore, in the event the member retires after taking the advance of vacation days and prior to January 1 of the subsequent calendar year, the City is authorized to deduct the value of said advanced vacation days from any retirement severance pay owed to said member upon his/her retirement, and if no such severance payment is owed or if an inadequate amount of severance pay is owed to said member then the City is authorized to deduct the value of said advanced vacation days from said retired member's monthly pension payments, pro-rated over the first six (6) payments (i.e. 1/6 of said value amount per month).

E) An employee shall be compensated for vacation at the straight time rate of pay at the time vacation is taken. In the event of conflicts as to employees' selections of vacation periods, seniority rights shall govern.

## SECTION 15

### PAID HOLIDAY PROCEDURE

A) Effective July 1, 2006, the following holidays shall be paid holidays for all members of the Department:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Memorial Day
Christmas Day	Police Memorial Day (May 15)
Independence Day	Victory Day
Labor Day	New Year's Eve (Dec31)
Columbus Day	

Effective July 1, 2006, holiday pay shall be thirty-two and a half percent (32.5%) of the employee's weekly salary combined with the employee's longevity payment and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday or not.

B) Any City paid details shall be paid at the same rate as privately paid details as listed in Section 13 of this contract. Any future holidays that may be granted will automatically be added to this section.

C) Holiday pay shall be included in employee's annual salaries for pension purposes beginning July 1, 1983. The foregoing shall not apply to those employees retiring prior to July 1, 1983.

D) Notwithstanding anything to the contrary contained in this Holiday Section, effective July 1, 2002 through June 30, 2003 each bargaining unit member will defer 9 holidays\* until retirement; and upon retirement shall receive payment for those holidays at the member's current (July 1, 2002) rank and the actual rate of pay of that rank at the time of the member's retirement.

E) Notwithstanding anything to the contrary contained in this Holiday Section, effective July 1, 2003 through June 30, 2004 each bargaining unit member will defer 8 holidays\* until retirement; and upon retirement shall receive payment for those holidays at the member's current (July 1, 2003) rank and the actual rate of pay of that rank at the time of the member's retirement.

\*In lieu of opting to receive deferred retirement pay for the deferred holidays, members shall be permitted to make a one-time election at the beginning of each applicable contract year to allow him/her to take (again, instead of the paid deferral) non-FLSA compensatory time at a rate of 1-1/4, with limitations on when the time can be used (i.e. cannot create/cause overtime).

F) Effective July 1, 2004 the holiday provisions of sub-sections A) through C) of this Section shall be re-instated in full.

G.) Notwithstanding anything to the contrary contained in this Paid Holiday Procedure Section, members of the bargaining unit will accept compensatory time in lieu of holiday pay for the following holidays: Memorial Day 2010 (May 30, 2010), President Day 2011 (February 21, 2011) and Memorial Day 2011 (May 30, 2011), Presidents' Day 2012 (February 20, 2012) and Memorial Day 2012 (May 28, 2012). Members will receive sixteen (16) hours of compensatory time for each holiday. The City will temporarily waive the 480 hour cap on compensatory time, and members will be allowed up to 528 hours of compensatory time. However, members will continue to be allowed to be paid a maximum of 480 hours compensatory time upon retirement.

## **SECTION 15.5**

### **EQUIPMENT AND CLOTHING**

As described more fully below, the City agrees to supply all clothing, work attire and equipment (including an adequate supply of flashlights and handcuffs as needed) for members of the bargaining unit for the performance of their duties as members of the Cranston Police Department; and the City agrees to pay each member of the department an allowance for the purchase of other clothing and equipment and/or for the maintenance of any clothing and equipment.

A) Vouchers for the Purchase of Clothing, Work Attire, and Equipment.

Commencing in the fall of 2002, in the spring and again in the fall of each contract year the City shall make available to any member of the bargaining unit who so requests a clothing and equipment purchase voucher in a predetermined

amount equivalent to, but no more than, the cost associated with the purchase of two (2) uniform shirts and two (2) pairs of uniform pants, as determined by the prices for said clothing as of that contract year. Members who request and receive said purchase voucher shall be permitted to purchase and be reimbursed by the City for (in an amount not to exceed the voucher value) uniform shirts, uniform pants, and any other clothing and/or equipment required by or related to his/her police duties. Members may not receive payment from the City for items purchased with the voucher if said voucher is not used within thirty (30) days of the member's receipt of the voucher.

The City shall also, in addition to the above, provide an adequate supply of flashlight batteries and handcuffs as needed.

In addition to the above, for all uniformed members of the bargaining unit the City shall purchase lightweight jackets every three years after original issue or sooner upon a showing of the need for replacement. For non-uniformed members of the bargaining unit the City shall replace said lightweight jackets after original issue upon a showing of need for replacement.

On July 1 of each year, the Chief of Police or his designee shall offer to the seven most senior bargaining unit members a voucher in a predetermined amount equivalent to, but no more than the cost associated with the purchase of a Formal Dress uniform to include shoes. This shall not apply to those members who have previously received said vouchers. A member shall have until September 1 of that year to request said voucher. If seven members do not request vouchers, they are forfeited for that year.

All new hires shall forfeit one regular uniform for a dress uniform and appropriate shoes.

Employees must return any dress uniform purchased by the City of Cranston for which they no longer have a need.

#### B) Clothing and Equipment Maintenance Allowances.

The City shall pay a clothing and equipment maintenance allowance in the amount of one thousand three hundred dollars (\$1,300.00) payable in quarterly payments, to all members of the bargaining unit for the purchase, cleaning, maintenance and upkeep of clothing and equipment.

No clothing and equipment maintenance allowance shall be paid when a member has been absent from duty for more than one-half of his/her work days during the quarter for which payment is due, but said amount shall be paid to the Police Pension Fund.

The Union and the City agree that any member of the bargaining unit who is absent from work as a result of an injury or illness sustained in the line of duty

shall not suffer forfeiture of any clothing, equipment and cleaning allowances and shall receive the full amounts due said officer pursuant to this Section 15.5.

The City shall pay an additional clothing and equipment maintenance allowance in the amount of four hundred and ten dollars (\$410.00), payable in the month of July, to all non-uniformed personnel for the purchase, cleaning, maintenance and upkeep of clothing and equipment. Thus, the total clothing and maintenance allowance paid to said non-uniformed personnel shall be one thousand seven hundred and ten (\$1,710.00) dollars per year (\$1,300 paid quarterly and \$410.00 paid in the month of July.)

The first and third quarter clothing allowance (each at \$325.00), shall be waived by all members of the bargaining unit for contract year July 1, 2010 through June 30, 2011. The first and third quarter clothing allowance (each \$325.00) shall be waived for contract year July 1, 2011 through June 30, 2012. Effective midnight, June 30, 2012, all waivers shall expire and members of the bargaining unit shall be entitled to the full payment of the clothing and equipment maintenance allowance as stated herein above.

C.) The Chief of Police shall designate a locked area to be used as a clothing drop-off location for any officer who wishes to donate uniforms to the department for use by other officers and to maintain any returned dress uniforms. Any officer wishing to retrieve clothing from the donation center may request entry to the area through the Chief of Police or his designee.

## **SECTION 16**

### **SICK LEAVE**

#### **A) Sick Leave Definition**

Sick leave shall be defined as leave with pay because of an inability to work in any position or function of the Cranston Police Department caused by personal illness, physical incapacity, non-work related injury (all of which was not voluntarily caused), exposure to a contagious disease or enforced quarantine (when established and declared by the Department of Health or other competent authority for the period of such quarantine only).

In circumstances in which an employee's legal spouse, child, or parent (whether or not said spouse, child, or parent resides within the employee's household) is ill, the employee may be granted sick leave, not to exceed twelve (12) days in a calendar year, if; (1) attendance upon said employee's spouse, child or parent is medically necessary; and (2) said employee is unable to make any other arrangements for the attendance upon said spouse, child or parent. To be eligible to receive sick leave under such circumstances, the employee may be required to submit sufficient medical documentation, in accordance with paragraph C) of this article, verifying the medical necessity for attendance upon said spouse, child or parent and an affidavit substantiating the inability to make alternate arrangements.

B) Notification of Intended Absence

Sick leave will not be allowed unless notification of illness or injury is given to the officer in charge, by the employee or his designee no less than one (1) hour prior to the time scheduled to start work, absent extenuating circumstances.

C) Physician's Certification; Violation of Provisions

In the event that an employee must take sick leave pursuant to this Article for a period in excess of three (3) consecutive days, then said employee may be required to submit a physician's certificate to the Chief of Police, or his designee, if so requested. Any employee who has used sick leave on nine (9) separate occasions (regardless of the amount of time used on each such occasion) in a calendar year may be required to provide a physician's certificate to the Chief of Police, or his designee, if so requested, for each and every additional request for sick leave. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action and/or the requirement to make restitution.

D) Payment of Unused Sick Leave

Employees who have completed less than ten (10) years of service shall not be entitled to payment of unused, accumulated sick leave upon resignation, retirement or death prior to retirement. Employees who have completed ten (10) years of service in good standing shall be paid one-third (1/3) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement to a maximum of forty (40) days. Employees who have completed twenty (20) years of service in good standing shall be paid one-half (1/2) the value of their unused, accumulated sick leave, at the time of resignation, retirement or death prior to retirement to a maximum of sixty (60) days.

E) Sick Leave Accrual, Accumulation, and Extension

Sick leave shall be granted at the rate of twenty-seven (27) working days per year accumulative to one hundred and twenty (120) working days.

Effective January 1, 2000, members may use the sick leave accrued each year prior to using accumulated sick leave, provided however, that members with five (5) years of service or more within the department shall be granted up to an additional sixty (60) working days leave if the sickness is of such a nature as to require a prolonged period of treatment and recuperation. Notwithstanding, prior to becoming eligible to receive the aforementioned additional sixty (60) working days leave an officer must first exhaust all of his/her available sick leave for which he/she is eligible or has accrued; provided however the sixty (60) working day sick leave extension shall be utilized prior to a member requesting and receiving sick leave days or vacation days pursuant to the *Voluntary Donation of Accumulated Sick Leave and Vacation Time* provisions set forth in this Section. During the month of January each year, the City of Cranston shall cause to be published and dispatched to the members of the police department their present

entitlement under this paragraph.

Days of absence due to injuries and/or illness contracted outside the line of duty shall be subtracted from the employee's sick leave herein before specified. Days of absence due to injuries contracted in the line of duty shall not be subtracted from the employee's sick leave herein before specified.

In the case of the death of a father, mother, wife, son, daughter, mother-in-law, father-in-law, brother, sister, step-son, step-daughter, step-mother, step-father, step-brother, or step-sister of any employee such employee shall be entitled to leave of absence with pay from the time of the notification of the death up to and including the day following the burial of the deceased, not to exceed five (5) days except in cases where unusual travel distances exist such period shall be extended for a maximum of three days, and provided further that in the cases of employees of the Jewish faith said leave shall be for the actual period of mourning observed but not to exceed seven (7) days from the day of burial.

In the case of the death of a grandmother, grandfather, great-grandmother, great-grandfather, great-granddaughter, great-grandson, grandson, granddaughter, daughter-in-law, son-in-law, sister-in-law or brother-in-law, of an employee such employee shall be entitled to leave of absence with pay covering the day before the funeral and the day of the funeral. In the case of the death of a nephew, niece, uncle, or aunt of an employee, such employee shall be entitled to a leave of absence with pay for the one (1) day of the funeral.

In the case of the death of a relative other than those provided for in paragraphs 2, 3, and 4, such leave of absence with pay shall be for not more than four (4) hours to permit attendance at the funeral of said person if the leave is first approved by the Chief of the Department.

Paragraphs 4 and 5 of this section shall be interpreted to mean the day before the funeral for the third and sector shift employees.

Notification of an employee's intent to exercise his right to bereavement leave as set forth above shall be made to the Chief of Police or his designee as soon as practical.

#### F) Personal Days

For the period beginning July 1, 1997 and ending June 30, 2002, in addition to the sick leave days allotted in Subsection (E) above, every member of the bargaining unit with more than one (1) year of continuous service shall be granted three (3) personal days per calendar year.

For the period beginning July 1, 2002 and thereafter, in addition to the sick leave days allotted in Subsection (E) above, every member of the bargaining unit with more than one (1) year of continuous service shall be granted six (6) personal days per calendar year. No more than six (6) personal days can be used in any calendar year subsequent to July 1, 2002. In addition,

three (3) of the aforementioned six (6) annually allotted personal days shall be available for purposes of the one hundred and twenty (120) day sick leave accumulation maximum set forth in Subsection (E) above (i.e. members may accumulate up to three (3) unused personal days per year for inclusion in their sick leave accumulation amount, and thus there will not be a "personal day bank").

The Chief of Police or his designee shall be charged with the approval of a personal day request. In the event of conflicts as to employees' selections of personal days, seniority rights shall govern.

G) Voluntary Donation of Accumulated Sick Leave and Vacation Time

A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave time or vacation time to another member within the Department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay; provided however, in no event shall the rate of pay received by the receiving member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is of higher rank within the Department than the donating member).

In order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must be: (a) suffering from a non-IOD related illness or injury (including but not limited to maternity leave); (b) absent from work for attendance upon ill or injured members of the family within the household of the member (except in the case of a legal spouse, child, or parent who does not reside within the member's household) whose illness requires the care of such member for a period of time in excess of the number of the member's available annual sick leave days; or (c) absent from work pursuant to Subsection (E) of this Section due to the death of a listed relative for a period of time in excess of the time set forth in said Subsection. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must first have exhausted all of his/her sick leave time, vacation time, personal days, and compensatory time.

A member seeking donated sick leave days or vacation days shall submit his/her request to the President of the Union or his designee, who shall distribute the request to the members of the bargaining unit. In order for a member of the bargaining unit to be eligible to respond to the request and to voluntarily donate his/her accumulated sick leave time or vacation time, the member must sign a "Donation Affidavit", as utilized by the Department. Furthermore, any member who voluntarily elects to donate his/her accumulated sick leave time or vacation time shall lose all rights and interest in said days.



## SECTION 16.2

### Special Leave:

Permitted Reasons for Leave	Amount	Covered Individuals
Birth of Child	2 days	
Baptism	1 day	Son, Daughter, Godchild, Employee, Grandchild
First Communion	1 day	Son, Daughter, Godchild, Employee, Grandchild
Confirmation	1 day	Son, Daughter, Godchild, Employee, Grandchild
Bar Mitzvah	1 day	Son, Employee, Grandchild
Bas Mitzvah	1 day	Daughter, Employee, Grandchild
Shower	4 hours	Son, Daughter, Brother, Sister, Brother-in-Law, Sister-in-Law, Employee, Grandchild
***Wedding	3 days	Employee
*Wedding	1 day	Son, Daughter, Brother, Sister, Father, Mother, Brother-in-Law, Sister-in-Law, Grandchild
**High School Graduation or College	1 day	Son, Daughter, Employee, Wife, Husband, Grandchild

\* 3 days if unusual travel distances exist.

\*\* The receipt of an advanced degree will qualify under this section if the degree is awarded at a formal ceremony.

\*\*\* Three (3) working days for the employee to be taken either immediately before or immediately after the ceremony. The employee need not be scheduled to work on the day of the ceremony to obtain this benefit.

Prior approval must be secured from the Chief of Police and the attendance records are to be marked accordingly. This special leave only applies when employee is scheduled to work on the day of the ceremony. In the event of an employee who is scheduled to work the 2245-0645 or the 2345-0745 shifts, he/she may elect either the day of the ceremony or the day before.

### Maternity Leave

#### PARENTAL AND FAMILY MEDICAL LEAVE

To the extent it may be applicable the employer agrees to comply with governing state or federal parental and family medical leave legislation including the Family and Medical Leave Act of 1993, Pub. L. No. 103-03, Section 405(b) (2), 107 Stat.6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1, et seq.

Upon the election of an employee who takes parental leave, accumulated sick leave, up to the one-hundred twenty (120) day limit, shall be paid to that employee during that period of leave.

An eligible employee who elects to take parental leave shall notify the Chief of Police or his designee thirty (30) days in advance of the commencement of said leave, unless prevented by medical emergency from giving that notice.

In addition to the foregoing, a female employee shall be granted an additional leave of absence, without pay, not to exceed six (6) months for a medical condition causally related to pregnancy or child birth; provided however, that such condition disables said employee from performing her regular duties as a police officer; and provided further, however, that said employee's attending physician provide written certification of said disability to the Chief of Police or his designee.

## **SECTION 17**

### **INJURIES AND ILLNESS**

A) A member of the bargaining unit who is injured or contracts an illness while in the performance of his duties shall receive the salary and benefits he would be entitled to had he not been incapacitated, while his incapacity exists or until he is placed on an occupational disability pension. All injuries, illnesses and recurrences thereof shall be reported and administered as required by Subsections (B) through (E) of this Section 17 below.

B) Medical care for injuries or illness in the line of duty. Medical care for those injured or who contract illness in the line of duty shall be as follows:

(i) A member who was injured or contracts an illness or a recurrence thereof while in the performance of his police duty whose condition requires hospitalization shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The selection shall be made by the member or his duly authorized health care agent.

(ii) In other cases involving injuries or illnesses or recurrences thereof incurred while in the performance of police duty which do not require hospitalization, the member shall have the right to a physician of his choice from the staff of a hospital in the State of Rhode Island (including initial and follow-up treatment).

(iii) When a member sustains a minor injury or contracts a minor illness in the line of duty which does not require hospitalization or the care of a physician, the member shall submit a written report of said injury or illness to the Chief of Police in accordance with department rules and regulations.

C) IOD Procedures.

In the event of a dispute as to the nature, extent, or causation/job-relatedness of an injury, illness, disability, or recurrence thereof, or as to the

medical necessity or reasonableness of medical services and expenses, it shall be resolved in the following manner.

1. Initial IOD Claims.

Initial IOD Claim Documentation:

- Diagnosis; whether or not the injury or illness is job-related;
- Prognosis; notes on the officer's rehabilitation; what, if any, assignments can be safely performed by the officer; whether the officer is able to perform light duty or restricted work activities; and length of time before the officer can return to unrestricted police activities.

If an officer has suffered an initial or service connected injury or illness, the officer shall be entitled to be examined by the physician of his/her choice as noted above. In order for any police personnel to be initially carried IOD, they must:

- (a) seek medical attention for their injury within a reasonable period, not to exceed forty-eight (48) hours (unless he/she provides notice, within twenty-four (24) hours from the end of the forty-eight (48) hour period, that he/she could not obtain medical treatment within said forty-eight (48) hour time period) following the event that gives rise to the injury/illness, unless the event giving rise to such injury/illness was undeterminable when it occurred, and
- (b) submit a Cranston Police Department Initial IOD Justification Form (Exhibit C) from the hospital or treating physician to their commanding officer which form must be executed and submitted within forty-eight (48) hours of the officer's receipt of said form from the Department.

This Initial IOD Justification Form from the hospital or treating physician must indicate a diagnosis, the causation/job-relatedness of the injury/illness if determinable at that time, and whether or not the officer is able to remain on duty or is to be relieved of duty, and if relieved of duty, the length of time for which the officer is so relieved. If the Initial IOD Justification Form is not completed in its entirety, the police officer will not be carried on IOD status and will be placed on sick leave or leave without pay if the officer has no available sick time; notwithstanding, if the Department receives the properly completed form within twenty (20) business days, then all Department records shall be amended to note that the officer was IOD and not on sick leave or leave without pay, and the officer shall be reimbursed the appropriate salary and benefits to reflect same. A Cranston Police Department Initial IOD Justification form which relieves an officer for a specific period of time, (i.e. two

days), is valid only for that period, even if that period constitutes the officer's days off.

c.) complete a proper medical release form in favor of said commanding officer which must be executed and submitted within forty-eight (48) hours of the officer's receipt of the Cranston Police Department Initial IOD Justification form.

d.) In the event an officer suffers an injury or illness that does not require medical attention and the officer is able to and/or attempts to remain on duty, the injury or illness still must be reported to the Department as soon as practicable but not longer than five (5) days following the event that gives rise to the injury/illness unless the event giving rise to such injury/illness was undeterminable when it occurred, in order to preserve future IOD status/benefits rights.

(1) In order to preserve future IOD status/benefits rights the officer must report to his/her supervisor thirty (30) days after submitting the initial injury/illness report in order to update said supervisor of the status of the injury/illness, and the officer and the supervisor shall discuss and decide whether the officer needs to see a physician at that time or whether an additional period of time is needed for the injury/illness to subside on its own.

## 2. Continuing IOD Status

### Continuing IOD Claim Documentation:

- Prognosis; notes on the officer's rehabilitation; what, if any, assignments can be safely performed by the officer; whether the officer is able to perform light duty or restricted work activities; and length of time before the officer can return to unrestricted police activities.

The terms "light duty or restricted work activities" and "unrestricted police activities" shall be defined as set forth in Subsection (E) below.

At the conclusion of the specified period of initial excused absence, the officer is expected to resume regularly scheduled duties. If the officer intends to remain IOD beyond the initial period, an additional statement from a medical doctor keeping him/her out of work for an additional period of time is required in order for the officer to remain on IOD status. In the event the officer remains out of work beyond the initial period without submitting another medical note substantiating the reason for continued absence, the officer shall be taken off of IOD status and will be carried on sick leave or leave without pay if the officer has no available sick time, unless the officer submits written proof that he/she was unable to secure an appointment with his/her physician, stating the reason why he/she could not obtain said appointment. In the event the additional medical

documentation is received within twenty-one (21) calendar days of the officer's last day of medically excused absence, and if the documentation keeps him/her out of work for an additional period of time and substantiates the reason for the continued absence in accordance with Subparagraph (1) above, all Department records shall be amended to note that the officer was IOD and not on sick leave or leave without pay, and the officer shall be reimbursed the appropriate salary and benefits to reflect same. If, however, the additional supporting documentation is not received within twenty-one (21) calendar days of the officer's last day of medically excused absence, then the officer shall not be reimbursed for any time. Once the additional medical documentation is received substantiating the officer's IOD claim, the officer will be carried on IOD status from the date the Department actually receives such additional medical documentation that substantiates the officer's IOD claim.

It shall be the responsibility of the injured officer to notify his/her treating medical personnel that documentation concerning the injury/illness must address the following matters if said matters are determinable at that time:

3. City Medical Examinations.

If the officer's physician determines that the officer is suffering from a work related injury and/or that the officer is required to remain on IOD status out of work for an extended period of time, the City may require the officer to be examined by a physician selected by the City.

4. Medical Arbitration Examinations by Neutral/Third (3<sup>rd</sup>) Physicians.

If the opinion of the officer's private physician is in conflict with the City's physician as to whether or not the officer is suffering from a work related injury and/or whether the officer is required to remain on IOD status out of work, then the officer shall be required to be examined by a "neutral/third (3<sup>rd</sup>) physician" for a "medical arbitration examination". The neutral/third (3<sup>rd</sup>) physician shall be mutually agreed upon by the officer's treating physician and the Department physician. In the event the officer's treating physician and the Department physician are unable to agree to a physician within fourteen (14) calendar days, then within fourteen (14) calendar days thereafter Local 301 shall name two (2) physicians and the City shall name two (2) physicians, and one (1) name shall be chosen by a lottery method agreed to by Local 301 and the City from those named. Any physician chosen through the above process shall be a physician who specializes in the area of the officer's complaint or injury. Notwithstanding, no neutral/third (3<sup>rd</sup>) physician shall be a physician who has previously treated the officer for the complaint or injury for which the officer is seeking treatment under this Section.

The neutral/third (3<sup>rd</sup>) shall examine the officer and shall render a written opinion with respect to which IOD-related issues are in dispute between the treating physician and the Department physician, which report shall be delivered to the Department and to the officer. The cost of any medical arbitration examination by the neutral/third (3<sup>rd</sup>) physician shall be paid for by the City. The results of the examination by the neutral/third (3<sup>rd</sup>) physician as selected under

this Section shall be conclusive on the parties, provided, however, that the City and/or the IBPO shall have the right to have said determination reviewed by a single arbitrator in accordance with the arbitration provisions set forth in this Agreement. In all other aspects, the arbitration provisions set forth in this Agreement shall apply.

Provided that the officer has complied with sections C-1 and C-2, he/she shall continue to be carried on IOD status until such time as the Chief of the Police Department receives a written report from the neutral/third (3<sup>rd</sup>) physician indicating that the officer is capable of returning to work, assuming all other applicable requirements set forth in this Subsection (C) have been met.

5. Recurrence of an Injury/Illness.

When an officer has suffered a previous service-connected injury/illness and an occasion arises when the injury/illness reoccurs in any nature, the officer shall be entitled to the immediate examination by the physician who attended him/her for the original injury/illness, at the City's expense. In the event the physician who treated the officer for the original injury/illness is not available by reason of illness, death, or from any other reasonable circumstances, the officer shall have the right to be examined by a specialist of his/her own choice, at the City's expense. If the attending physician determines that the officer is suffering from a recurrence of the injury, the officer shall be entitled to the benefits of this Article; provided, however, in order for an officer to be carried IOD on a claimed recurrence of a prior injury, the officer must follow all of the procedures set forth in Subparagraphs (C)(1) and (C)(2) of this Subsection.

Further, the City shall have the right to have said officer examined by a physician selected by the City, through the process set forth in Subparagraph (C)(3) of this Subsection, as to whether or not said officer is actually suffering from a recurrence of the injury and/or whether or not the officer is required to remain on IOD status out of work for an extended period of time due to said recurrence.

If the opinion of the officer's private physician is in conflict with the City's physician as to whether or not the officer's condition is a recurrence of the previous line of duty injury and/or whether or not the officer is required to remain on IOD status out of work due to said recurrence, then the medical arbitration examination process shall be utilized in accordance with the provisions and process set forth in Subparagraph (C)(4) of this Subsection concerning medical arbitration examinations by neutral/third (3<sup>rd</sup>) physicians. The results of the examination by the neutral/third (3<sup>rd</sup>) physician as selected under this Section shall be conclusive on the parties, provided, however, that the City and/or the IBPO shall have the right to have said determination reviewed by a single arbitrator in accordance with the arbitration provisions set forth in this Agreement. In all other aspects, the arbitration provisions set forth in this Agreement shall apply.

Provided that the officer has initially complied with Section C-1, C-2, and all other provisions of Section C-5, he/she shall continue to be carried on IOD status until such time as the Chief of the Police Department receives a written report from the neutral/third (3<sup>rd</sup>) physician indicating that the officer is capable of returning to work, assuming all other applicable requirements set forth in this Subsection (C) have been met.

6. Scheduling of Appointments.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. At least seven (7) calendar days prior to the scheduled date of such examination appointment, the Department shall submit to the home address of any officer making a claim of IOD a written notice setting forth the nature, date, time or time period, and location of the examination appointment. Any officer making a claim of IOD status shall make himself/herself available for examination during the scheduled examination appointment hours, except in the event of a documented emergency, with notice provided thereof to the Department, which renders said officer unable to make himself/herself available for said appointment hours. Said requirement shall apply to all officers, regardless of whether the officer's normal tour of duty coincides with the physician's normal business hours. With respect to officers not out on IOD leave, if the officer's normal tour of duty (including light duty hours) coincides with the physician's normal business hours, the officer shall be placed on paid leave for any amount of time that he/she is absent from his/her tour of duty; and if the examination is scheduled for a time during which the officer is not on his/her normal tour of duty (including light duty hours) he/she shall be paid at the rate set forth in Section 12 of this Agreement regarding call back pay (officers on IOD leave shall not be entitled to said call back pay, as they are not eligible to work on their normal tour of duty).

Any fee charged by the physician as a result of an officer's failure to keep an appointment, except in the case of: (a) a documented emergency with notice in advance of the medical appointment provided to the Department, (b) the Department's failure to provide to the officer the proper prior written notice of the appointment or the proper proof of said written notice, or (c) without other reasonable cause, shall be the sole responsibility of the officer. Moreover, in the event of an officer's failure to keep an appointment without evidence of one (1) of the exceptions set forth above, the officer shall be temporarily removed from IOD status until he/she attends the next scheduled examination appointment, and said officer shall thus not be entitled to any of the IOD benefits under this Section until he/she attends said next scheduled appointment.

7. Subsequent Neutral Physician Examinations.

After the officer's initial evaluation of IOD status by the neutral physician, the City may require said officer to be examined by the same neutral physician, no more than one (1) time every forty-five (45) calendar days but not to exceed six (6) examinations in any twelve (12) month period, in order to update said

officer's IOD status evaluation. Nothing herein shall prohibit the officer from attending his/her private physician for necessary treatment and/or evaluation during the period that said officer is carried in an IOD status.

8. Continuation of IOD Status.

An officer on IOD status shall continue to be carried on an IOD status until such time as the Chief receives a written report from the neutral physician clearly indicating that the officer is capable of returning to unrestricted police activities or, in accordance with Subsection (E) below, to light duty.

D) Outside Employment While Injured.

An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty shall be prohibited from engaging in outside employment while said incapacity exists, if said employment would substantially impede recovery.

E) Light Duty.

In the event an officer is injured or becomes ill (whether or not job-related) and cannot perform his/her duties without restriction or is not able to return to full duty the Police Chief may order a light duty assignment in accordance with the provisions set forth below.

1. Eligibility.

An officer shall be determined to be eligible for a light duty assignment only if it has been determined in writing, pursuant to section C-2 and the process set forth below in this Subparagraph, that said officer is presently medically certified to be capable of performing light duty, as light duty is defined below and as said definition shall be provided in writing by the Department to the pertinent examining physician(s) (i.e. the member's physician, the City physician, and/or the neutral physician).

An officer's eligibility to perform light duty in accordance with this Subparagraph shall be determined by the officer's physician and the City's physician. When requested by the City, the officer shall ensure that a light duty questionnaire is completed and returned to the department within five (5) calendar days of any follow up appointment. If the opinion of the officer's private physician is in conflict with the City's physician as to whether or not the officer is able to return to work in a light duty capacity in accordance with this Subparagraph, then the medical arbitration examination process shall be utilized in accordance with the provisions and process set forth in Subparagraph (C)(4) above of this Section concerning medical arbitration examinations by neutral/third (3<sup>rd</sup>) physicians. In the event the neutral/third (3<sup>rd</sup>) party physician process is utilized, the officer shall only be required to report to light duty if said neutral/third (3<sup>rd</sup>) party physician decides in favor of light duty, and said officer shall not be required to report to light duty until such decision is made. The results of the examination by the neutral/third (3<sup>rd</sup>) physician as selected under this Section shall be conclusive on the parties, provided, however, that the City



and/or the IBPO shall have the right to have said determination reviewed by a single arbitrator in accordance with the arbitration provisions set forth in this Agreement. In all other aspects, the arbitration provisions set forth in this Agreement shall apply.

2. Definition.

Light duty is hereby defined as duties of a less physical or onerous nature that the officer is able to perform according to and determined by his/her and/or the City's physician(s), that are typically related to or supportive of work performed by the bargaining unit.

3. Reporting to Light Duty.

Upon the Department's receipt of written certification by the above process of the officer's ability to return to light duty, said officer shall become eligible for a light duty assignment by the Department. Any and all officers assigned to light duty shall be assigned to light duty on his/her regular shift and on his/her regular work schedule, and shall be permitted to wear the type of Departmental uniform (i.e. uniform or plain clothes) he/she wore prior to sustaining the injury/illness. Notwithstanding, upon the request of the Department the officer may agree in writing to, but shall not be required to, be returned to light duty on another shift or on another work schedule; provided however said alternative assignment shall not last more than six (6) months in duration, but the Chief and the President of Local 301 may agree to extend said alternative assignment for an additional period not exceeding six (6) months. Moreover, any and all officers assigned to light duty shall be assigned to a light duty position in his/her regular Departmental unit or division, but if no light duty position exists in said Departmental unit or division said officer may be assigned to another unit or division. Thereafter, upon return to full duty, the officer shall return to his/her regular shift, regular work schedule, and to his/her regular Departmental unit or division.

While on light duty, a Police Officer shall not be eligible for overtime or details (but is eligible for court time pay).

The maximum amount of time an officer can remain on light duty is eighteen (18) months within any thirty-six (36) month period, unless otherwise extended by agreement between the Chief of Police or his designee, the injured officer, and the President of the IBPO or his designee.

F). Subrogation.

Whenever an injury to an officer or sickness of an officer, for which benefits are paid either under this Section or any other applicable provision of the collective bargaining agreement or under the provisions of R.I.G.L. 45-19-1 et seq., is caused under circumstances creating a legal liability in some person or entity other than the City of Cranston to pay damages to the injured or ill officer in respect thereof, the City shall be subrogated to the rights of the officer of the bargaining unit to recover damages from said third (3<sup>rd</sup>) party only to the extent

of the City's payments made hereunder subject to the concept of comparative negligence and to the extent authorized by R.I.G.L. 45-19-1.1. The officer will be responsible to notify the City of the filing of any claim and the receipt of any award or recovery from any such claim.

**SECTION 18**

**RULES AND REGULATIONS**

The I.B.P.O. shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of the Police and a copy thereof transmitted to the Mayor. Said suggestions for rules and regulations will be given due consideration and may be adopted, if deemed advisable by the Chief of the Police and the Mayor. To the extent that any provisions of the rules and regulations conflict with the express provisions of this Agreement any such conflict shall be resolved in favor of this Agreement.

**SECTION 19**

**SALARIES**

A) Commencing July 1, 2009, salary increases for members of the Police Department shall be in accordance with the following schedule :

July 1, 2009 – June 30, 2010:	0%
July 1, 2010 – December 31, 2010):	0%
January 1, 2011 – June 30, 2011:	+2.95%
July 1, 2011 – June 20, 2012:	+2.95%

Salary/Week Rank	Effective 7/1/09 (0%)	Effective 1/1/11 (2.95%)	Effective 7/1/11 (2.95%)
Captains	\$1,476.77	\$1,520.32	\$1,565.17
Lieutenant	\$1,227.84	\$1,264.08	\$1,301.37
Sergeant	\$1,116.50	\$1149.44	\$1183.35
PtIm (over 3 yrs)	\$1,023.94	\$ 1054.11	\$1085.26
PtIm (over 2 yrs)	\$ 844.73	\$ 869.65	\$895.30
PtIm (over 1 yr)	\$ 785.47	\$ 808.65	\$832.50
PtIm (<1 yr)	\$ 734.47	\$ 756.13	\$778.44

B) Longevity:

In addition to the above salaries, there shall be a paid longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed on the basis of the employee's salary and holiday pay as of June 30 and shall be paid July of each year. The payment shall be:

EFFECTIVE JULY 1, 1999

Percentage Annual Salary	Service as of June 30, 1999 (6/30/99)
8%	4 to less than 7 years
9%	7 to less than 12 years
10%	12 to less than 17 years
11%	17 years or over

EFFECTIVE JULY 1, 2006

Percentage Annual Salary	Service as of June 30, 1999 (6/30/99)
9%	4 to less than 7 years
10%	7 to less than 12 years
11%	12 to less than 17 years
12%	17 years or over

EFFECTIVE JULY 1, 2007

Percentage Annual Salary	Service as of June 30, 1999 (6/30/99)
10%	4 to less than 7 years
11%	7 to less than 12 years
2%	12 to less than 17 years
13%	17 years or over

Employees who retire after 20 years of service or more will receive longevity on a pro-rated basis. This supplement shall be computed on the employee's regular salary up to the time of his/her retirement, and then shall receive longevity benefits computed on the basis of the individual employee's retirement benefit schedule.

**C) ONE-TIME ACCREDITATION INCENTIVE**

A one-time five hundred dollar (\$500.00) accreditation incentive payment will be made to each member of the bargaining unit (employed as of June 30, 2006) as soon as practicable after execution of this agreement.

**SECTION 20**

**TIME OFF WHILE PERFORMING UNION DUTIES**

**A) Union Duties.**

All employees covered by this agreement who are officers of Local 301 shall be allowed time off with pay for official union business with the City, without the requirement to make up said time, if there is sufficient manpower available to cover for said employee, as determined by the Chief of Police.

Officers of Local 301 who must work a late/night shift after attending official union business for at least four (4) hours in duration during the day immediately preceding said night shift (i.e. the officer attends union business from 9:00 A.M. to 1:00 P.M. and then must work a shift from 3:00 P.M. to 11:00 P.M., 11:00 P.M. to 7:00 A.M., or thereabouts) shall be allowed time off with pay for said shift, without the requirement to make up said time. For purposes of this paragraph of Subsection (A) only, "official union business" shall be limited to: (a) preparation for and attendance at negotiation sessions with representatives of the City and/or representatives of the Department (paid leave limited to five (5) union officers), (b) preparation for and attendance at grievance arbitration (paid leave limited to two (2) union officers excluding additional union officers who are anticipated to testify at said hearing), (c) preparation for and attendance at disciplinary arbitration (paid leave limited to two (2) union officers excluding additional union officers who are anticipated to testify at said hearing) and other disciplinary hearings (i.e. Bill of Rights, etc.) (paid leave limited to two (2) union officers excluding additional union officers who are anticipated to testify at said hearing), and (d) preparation for and attendance at court proceedings involving Local 301 (paid leave limited to two (2) union officers excluding additional union officers who are anticipated to testify at said proceedings).

The President of Local 301 shall have the option to either: (a) remain in his/her present assignment, or (b) be assigned to non-specific duties while working a schedule of five (5) days on and two (2) days off or four (4) days on and two (2) days off, during the hours of 8:30 A.M. to 4:30 P.M. The President shall be permitted to attend to any union duties during these times. The President must exercise his/her assignment option (i.e. (a) or (b) above) within thirty (30) days of assuming the duties of Union President, and shall be permitted to change said assignment (i.e. from (a) to (b) or from (b) to (a)) one time

within twenty-one (21) days of first exercising said option. Thereafter, the President shall not be permitted to change his/her assignment for twelve (12) months.

B) IBPO Meetings.

All officers of Local 301 shall be allowed time off with pay for attending any Regional and National delegate meetings of the International Brotherhood of Police Officers if there is sufficient manpower available to cover for said employees, as determined by the Chief of the Department; provided, however, that no officer shall be permitted to attend more than three (3) of said meetings per year or a total of six (6) days per year, and provided further that no more than three (3) of said officers shall be permitted time off with pay for attending the same Regional or National delegate's meeting.

C) Local Union and Executive Board Meetings.

All members of the Executive Board of Local 301 shall be allowed time off with pay for attending all local union and Executive Board meetings if there is sufficient manpower available to cover for said employees as determined by the Chief of the department.

D) Union Schooling and Seminars.

All officers of Local 301 shall be allowed time off with pay for attending schools and seminars which are pertinent to their union duties, not to exceed six (6) working days per calendar year and as manpower will allow, as determined by the Chief of Police.

## SECTION 21

### HEALTH INSURANCE AND LIFE INSURANCE BENEFITS FOR ACTIVE MEMBERS

A) The City shall provide Active Members of the bargaining unit with health insurance coverage provided by United Healthcare, Blue Cross/Blue Shield, or a comparable third party administrator. The current health insurance benefit plans provided to members, which benefits shall remain in effect throughout the duration of this Agreement, are described below and in Exhibit B attached hereto and incorporated by reference herein. Should the City propose an additional healthcare provider, the Union shall meet and confer with the City to bargain the incorporation of this additional provider into the collective bargaining agreement.

In addition to the health insurance benefits described in Exhibit B attached hereto, the following terms and conditions shall apply to all members hired on or before June 30, 2006:

- 1) Effective January 1, 2011, the employee contribution for family medical coverage shall be \$1,820 per year (\$35 per week). Effective July 1, 2011, the employee contribution for family medical coverage shall be \$2,080 per year (\$40/week). All employee contributions shall continue to be pre-taxed and be paid by payroll deduction. The plan design will include but not be limited to:

- a. A Preferred Provider Organization (PPO) plan for each member of the I.B.P.O. and his family. Effective April 30, 2010, the PPO plan will include \$5 co-pays for office visits and specialists; \$25.00 urgent care visits; and a \$100 emergency room co-pay for each occurrence. However, the \$100 emergency room co-pay shall be waived if the member or his family member is admitted to the hospital following the visit. Additionally, if there is no urgent care center open, the member may seek a waiver of the \$100 emergency room co-pay from the City, less the \$25.00 urgent care copay.
- b. The prescription drug plan will require a \$5/\$15/\$30 member co-pay (\$5 for generic, \$15 for preferred brand names, and \$30 for non-preferred drugs). Mail order prescriptions for a 90-day supply will be subject to two-and-a-half times (2.5x) the retail co-pay for a normal 30-day supply.

2) Effective January 1, 2011, the employee contribution for individual medical coverage shall be \$910 per year (\$17.50/week). Effective July 1, 2011, the employee contribution for individual medical coverage shall be \$1040 per year (\$20/week). All employee contributions shall continue to be pre-taxed and be paid by payroll deduction. The plan design shall be the same as outlined in Subsections 1 (a) and 1 (b) above.

3) Employees may elect to participate in a health savings account ("HSA") with the following terms:

a) Family HSA: This HSA shall include a \$4,000 annual deductible, of which the City contributes 67.5% of deductible (\$2,700) on behalf of the member to a member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,300 per year (\$25/week) for the family medical coverage outlined in Subsections 1 (a) and 1 (b) above and in Exhibit B attached hereto. Effective January 1, 2011, the City shall contribute 59.7% of the deductible (\$2388) on behalf of the member to member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to \$1612 per year (\$31/week) for the family medical coverage. Effective January 1, 2012, the City shall contribute 55.8% of the deductible (\$2232) on behalf of member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to \$1768 per year (\$34/week) for the family medical coverage. The employee may elect not to pay his share of the contribution toward the deductible. Once the City's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the City assumes any and all additional healthcare costs incurred consistent with the health plan offered in Subsections 1 (a) and 1 (b) above and in Exhibit B attached hereto. This includes but is not limited to office visits, emergency room fees, prescription deductibles, etc. Once the deductible is met, the City offers 100% co-insurance.

b) Individual HSA: This HSA shall include a \$2,000 annual deductible, of which the

City contributes 67.5% of deductible (\$1,350) on behalf of member to member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$650 per year (\$1 2.50/week) for the individual medical coverage outlined in Subsections 1 (a) and 1 (b) above. Effective January 1, 2011, the City shall contribute 59.7% of the deductible (\$1194) on behalf of the member to member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to \$806 per year (\$15.50/week) for the individual medical coverage. Effective January 1, 2012, the City shall contribute 55.8% of the deductible (\$1116) on behalf of the member to member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to \$884 per year (\$17/week) for the individual medical coverage. The employee may elect not to pay his share of the contribution toward the deductible. Once the City's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the City assumes any and all additional healthcare costs incurred consistent with the health plan offered in Subsections 1 (a) and 1 (b) above and in Exhibit B attached hereto. This includes but is not limited to office visits, emergency room fees, prescription deductibles, etc. Once the deductible is met, the City offers 100% co-insurance.

In addition to the health insurance benefits described in Exhibit B attached hereto, the following terms and conditions shall apply to all members hired on or after July 1, 2006:

4. Employees with family health insurance plans will pay the lesser of a pre-taxed 17.5% of the City's established working rate for family medical coverage, consistent with the benefits outlined in Subsections 1(a) and 1(b) above, to a maximum employee contribution of or \$2,550/yr for July 1, 2006 – June 30, 2007, and \$2,933/yr for July 1, 2007 – June 30, 2008.
5. Employees with individual health insurance plans will pay the lesser of a pre-taxed 17.5% of City's established working rate for individual medical coverage, consistent with the benefits outlined in Subsections 1(a) and 1(b) above, to a maximum employee contribution of \$999/yr for July 1, 2006 – June 30, 2007 and \$1,149 for July 1, 2007 – June 30, 2008.
6. Employees may also elect to participate in an HSA under the same terms outlined in Subsection 3 above.

B) The amount of the health insurance buyback for the entire term of the 2009-2012 collective bargaining agreement will be fixed at the amount of \$1,000 less than FY06 rates. Commencing on July 1, 2010, no new hires will be eligible for the buyback provision.

C) Should the provision of HSAs be discontinued for any reason, including but not limited to regulatory or legislative action, members will be offered the same health insurance coverage as outlined in the terms of Subsections 1 and 2 above and in Exhibit B attached hereto.

The City will endeavor to provide a competitive environment for the provision of health benefits, and to the extent that more than one provider of health savings accounts is available to the City, the City will allow the employee to participate in the HSA provided by an alternative carrier within a reasonable timeframe. In the event that the administrative costs associated with providing an alternative HSA exceed those costs of an existing provider, any such excess shall be paid by the individual employee.

D) There shall be a joint labor-management health insurance standing committee, whose purpose is to address ongoing or anticipated issues with respect to health insurance. The participants of such committee shall be designated by the respective union representatives and City administration as appropriate. They will meet at least monthly in the first year of the collective bargaining agreement, and periodically thereafter as mutually agreed.

E) The City shall pay 100% of individual or family Delta Dental, Levels I, II, III, and IV, \$2,000 maximum.

F) EFFECTIVE JULY 1, 1999, all employees covered by this Agreement shall be entitled to receive fully paid life insurance in the amount of eighty-thousand (\$80,000.00) dollars for the duration of their employment.

G) The City of Cranston also agrees to add to the present Blue Cross coverage the Medical Emergency Rider, the Major Medical with \$1,000,000.00 maximum and coverage for dependent children living at home or students to age 25 and which shall contain \$100.00 deductible requirement.

H) The City agrees to provide the family Chiropractic Care Rider as of July 1, 1981.

I) The City agrees to provide the Vision Rider which provides partial reimbursement for hardware.

J) EFFECTIVE JULY 1, 1999, upon retirement, the City will continue to pay for the full cost of life insurance in the amount of seventeen thousand (\$17,000.00) dollars.

## **SECTION 21.1**

### **FUNERAL AND BURIAL EXPENSE**

The City agrees to defray all funeral and burial expenses of any member of the bargaining unit killed in the line of duty up to a maximum of seven thousand (\$7,000.00) dollars.

## **SECTION 21.2**

### **PRESUMPTION OF DISABILITY**

In any case where an employee covered by the Agreement is disabled from performing his/her regular duties as a police officer because of a heart condition, hypertension or any condition derived from hypertension, it shall be conclusively presumed that such disability is attributable to his/her employment as a member of the Police



Department, and he/she shall be entitled to all benefits provided for in Section 45-1 9-1 of the General Laws of Rhode Island, 1956, as amended.

### **SECTION 21.3**

#### **DEATH IN THE LINE OF DUTY**

In the event that a member of the bargaining unit is killed in the line of duty or dies as a result of a heart attack or hypertension, his/her heirs shall receive whatever benefits said member would have been entitled to as though he/she had been a member of the bargaining unit for twenty (20) years.

### **SECTION 21.4**

#### **HEALTH INSURANCE FOR RETIRED MEMBERS**

All police officers who retire after July 1, 1981, after twenty years or more service with the Police Department will receive medical health insurance until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs.

Should any member or any member of his/her family be eligible for medical insurance, then the City will be obligated to furnish only excess coverage so that said member will have equivalent coverage offered by the City. Should a retired member subsequent to retirement lose said alternate coverage then the City will pick up the full cost of the coverage under this section.

Medical health insurance shall mean Blue Cross Classic Plan 7116 or 930 and United Health Plan 21285, exclusive of Delta Dental plan or other riders.

All police officers hired on or after July 1, 2002 who retire after twenty years or more service with the Police Department, and who were covered under the United Health medical insurance will receive said United Health medical insurance until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs. Officers hired on or after July 1, 2002 who, during their employ, were covered under different health insurance plans for which the officer was required to make a contribution to the premium portion of the health plan will be required to continue to make said premium contribution during his/her retirement.

All police officers who retire and become eligible for Medicare, shall be entitled to purchase Medicare Plan 65, Parts A, B, and D, and Delta Dental insurance coverage through the City, at 102% of the City's negotiated rates for said coverage plans.

### **SECTION 21.5**

#### **LEGAL ASSISTANCE AND INDEMNIFICATION**

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his/her duties as an employee of the Cranston Police Department, the City of Cranston

agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of his/her employment.

## SECTION 22

### GRIEVANCE & ARBITRATION PROCEDURE

a. Definition/Exclusivity. A grievance is a dispute between the member (or the Union) and the City which involves (1) the application, meaning or interpretation of the express provisions of this Agreement, or, (2) a complaint or allegation that an employee has been treated unfairly or inequitably hereunder, or, (3) a complaint or allegation that a member's health, safety or liability is jeopardized. Notwithstanding the foregoing definition, a member 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 section shall comprise the sole and exclusive dispute resolution process for a grievance.

b. Procedural Steps.

Step 1. Not later than twenty (20) days, excluding weekends and holidays, after the event giving rise to the grievance the Union must submit the grievance in writing to the Chief of Police, with a copy contemporaneously delivered to the Director of Personnel. The Director of Personnel will immediately deliver a copy of the grievance to the Director of Administration. The Chief of Police or his/her designee shall respond **to the Union**, in writing, within five (5) days, excluding weekends and holidays, of the receipt of the grievance.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by the member (or the Union) to the Director of Administration within five (5) days thereafter, excluding weekends and holidays (e-mail is an acceptable format). The Director of Administration shall give his/her written answer to the grievance within five (5) days, excluding weekends and holidays, after receipt of the grievance. Should the Director of Administration fail to respond within the time period set forth herein, the grievance shall be deemed denied.

c. Written Presentation. Any grievance presented in accordance with the procedures set forth in Paragraph (b) shall include a brief summary of the following: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by a duly authorized Union representative. The Chief of Police, Director of Personnel or Director of Administration may request a meeting with the member(s) and duly authorized Union representatives. **Union members are not authorized to negotiate settlements of grievances without an authorized member of the Union's Executive Board being present.**

d. Time Limitations. The time limitations set forth in this article are of the essence of this Agreement and the failure by a member (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in this article, the City and Union may extend them by mutual written agreement.

e. Submission to Arbitration. Any grievance, as defined in Paragraph (a) of this

Section, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving a written demand to the American Arbitration Association ("A.A.A.") with a copy to the Director of Personnel within ten (10) days, excluding weekends and holidays, after the response of the Director of Administration is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the member's(s') and Union's right to demand arbitration.

f. Arbitration Selection. The demand for arbitration shall be submitted to the closest local office of the A.A.A. The A.A.A. shall furnish to the Union and the City a list of qualified and impartial arbitrators. The arbitrator selection process and arbitration proceedings shall be governed by the A.A.A.'s Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

g. Arbitrator's Authority and Jurisdiction. The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which exceeds his jurisdiction and authority under law and this Agreement.

h. Binding Effect. Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

i. Fees and Expenses of Arbitration. The fees of the A.A.A. and the fees and expenses of the arbitrator shall be shared equally by the Union and the City.

## SECTION 23

### PENSION

#### Section 1.

All City ordinances, state statutes and current benefits now in existence as evidenced by a memorandum of understanding signed by the City and IBPO, providing the various forms of retirement benefits in existence upon the execution of the Agreement for members of the bargaining unit are hereby incorporated by reference as if fully stated herein and shall inure to all members of the bargaining unit for the duration of this Agreement. No changes shall be made to said benefits without the written agreement between the City and the I.B.P.O.

Notwithstanding the above, For all existing employees who retire after the execution of this collective bargaining agreement, the pension cost-of-living adjustments (COLAs) will be fixed at 3.0% per annum, compounded, without any escalation based on raises granted to active employees.

For any employee hired on or after January 1, 2007, his salary for pension calculation purposes shall be his base salary as of the date of his retirement. (This shall not be construed to exclude longevity and holiday pay as components for pension calculation purposes). The percentage of any such employee's salary for pension calculation purposes shall not increase by 5.0% at age 55.

Section 2.

The City agrees to print and distribute a copy of the benefits articulated in Section 1 to all members of the bargaining unit.

Section 3.

The pension contribution to be made by officers who are currently (effective June 30, 2002) in the City of Cranston Pension Plan will be as follows:

Effective July 1, 2002 the contribution shall increase from 8% to 8.75%;  
Effective July 1, 2003 the contribution shall increase from 8.75% to 9.5%;  
Effective July 1, 2004 the contribution shall increase from 9.5% to 10%.

Section 4.

A) Officers hired on or after July 1, 2002 shall not be eligible for or entitled to receive the 3% Pension Annuity.

B) Effective July 1, 2002 the 3% Pension Annuity provided to officers who are currently (as of June 30, 2002) in the State of Rhode Island Pension Plan will be reduced to a 1 & ½ % annuity. Effective July 1, 2003 the remaining 1 & ½ % Pension Annuity provided to officers in the State of Rhode Island Pension Plan will be eliminated.

Section 5.

Effective July 1, 2002, all pension contributions on behalf of bargaining unit members shall be made "pre-tax" by the City; and the City shall agree to indemnify the members in the event that the City causes the loss of the tax-qualification status of the Plan and the members are assessed penalties.

## **SECTION 24**

### **NO STRIKE CLAUSE**

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the grievance and arbitration procedure, set forth in Section 22 and 23 hereof, Local 301 International Brotherhood of Police Officers for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slow down or strike and that if any unauthorized or wild cat work stoppage, slow down and strike shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slow down or strike is illegal and unauthorized. Any employee engaging in any strike shall be subject to immediate dismissal by the City without any right to any benefits provided under this Agreement.

## **SECTION 25**

### **WEAPONS QUALIFICATIONS**

A police officer shall comply with qualification mandates of state law pertaining to his service weapon.

## **SECTION 26**

### **COURT TIME**

An off duty police officer who reports to court without having received notice that he/she is not to appear shall be paid a minimum of four (4) hours pay at the rate time and one-half. If the officer is not required for the full four (4) hours the officer will be released immediately upon completion of the assignment and paid for the full four (4) hours.

## **SECTION 27**

### **FOOT PATROL**

No police officer shall be required to walk any foot post when extreme storm conditions exist, or when the outside temperature goes below twenty degrees (20), provided, however, that all beats and posts are manned by police cars.

## **SECTION 28**

### **RAIN GEAR AND RUBBER EQUIPMENT**

A police officer may return to police headquarters and get his/her rain gear, whenever the situation calls for same and also return his/her rain equipment when he/she is through with same, providing that the practice is not done more than once in a tour of duty, and with permission of superior officer and permission is not to be unreasonably withheld.

A) All rubber goods and rain clothing shall be furnished by the City and a police officer may have access to such equipment as weather conditions require.

B) The City shall provide the sum of one hundred twenty five (\$125.00) dollars every three years for the purchase of rain gear for employees assigned to the following units; Detectives, Family Bureau Services, BCI, and Prosecution and Training.

## **SECTION 29**

### **SEVERABILITY OF PROVISIONS**

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

This Agreement shall take effect as provided in Section 39 and any and all rules, regulations, or orders, or parts of such that are inconsistent herewith are hereby held to be void.

## SECTION 30

### ENTIRE UNDERSTANDING

A) Any and all benefits now in existence as provided in this Agreement herein shall continue to accrue to said employees and shall be made a part hereof. Upon execution of this Agreement, no so called "side-agreements" shall exist or be recognized by the City without agreement of the City and the I.B.P.O.

B) Modifications. Any modifications or changes to this Agreement must be reduced to writing and executed by duly authorized representatives of the Employer and Union to include City Council ratification.

## SECTION 31

### SCHOOLING AND SEMINARS

A) The City agrees that when a school, or seminar is offered to members of the Cranston Police Department, a notice of this school, or seminar will be announced at roll call for all shifts a minimum of four (4) days and will be announced in the Daily Bulletin. Members interested in attending this school or seminar, will follow the bidding procedure by submitting a bid to the office of the Chief of Police in writing within the agreed upon time limit. When selecting an employee to attend this school or seminar, the Chief of Police will not exercise his/her discretion arbitrarily or capriciously.

B) The Chief of Police and the Union agree to continue with the Police Department in-service program which allows the Chief of Police through the Training Division to temporarily transfer members of the Department from their permanent bid positions to the training academy for forty (40) hours of in-service training once a year. The program and courses will be developed by the training division and, with the approval of the Chief of Police, will consider any recommendations for programs and courses made by the Union.

C) If an officer is awarded a school or seminar through the bidding system of the contract, that officer shall be compensated for traveling time if such officer is on a day off on the day that the school or seminar is being held or if the officer's work day is longer than his or her eight (8) hour tour of duty, such officer shall be compensated an hour for an hour for traveling time. If an officer is on a day off when that officer attends a school or seminar that was awarded through the bidding system of the contract that officer will be compensated an hour for an hour while attending such school or seminar.

D) SPECIALTY SCHOOLS - a school is defined as a "Specialty School" when the content of the course has a specific relationship to a division or unit within the City of Cranston Police Department. When such a course is to be offered, it shall be posted for bid in the daily bulletin and announced at roll calls for all shifts a minimum of four (4) days. Members interested in attending this school or seminar, will follow the bidding procedure by submitting a bid to the office of the Chief of Police in writing within the agreed time limit. The most senior bidder from the respective division or unit shall be awarded the bid. In the event there are no bidders, the course would then be bid under paragraph B) of this Section.

E) NON-SPECIALTY SCHOOLS - A school so defined as a "non-specialty school" when the content of the course is non-specific, general or introductory in nature. When such a course is offered, it shall be posted for bid in the daily bulletin and announced at all roll calls of all shifts a minimum of four (4) days. Members interested in attending this seminar or school, will follow the bidding procedure by submitting a bid to the office of the Chief of Police in writing within the agreed time limit. The most senior bidder shall be awarded the bid.

F) The Chief of Police may by-pass the most senior bidder in writing with just cause. Just cause shall mean the following: That an officer has attended a school or seminar within one quarter from his last awarded school or seminar. Exception to this would be schools or seminars which have a prerequisite, in these cases the Chief shall award the school or seminar to the most senior bidder who attended the previous school or seminar. The Chief may use his discretion in reference to officers who are IOD or on extended sick leave, taking into consideration schools and seminars which require prerequisite or are follow-ups for certifications.

G) The Union agrees that on occasion with just cause the City may limit certain schools to specific shifts. The City must notify the Union about their reasoning for doing so prior to the bid being put out. If the Union and City cannot agree about the criteria for limiting a school to a specific shift, then the Local has the right to grieve this issue. If the City finds the need to award a bid prior to the effective resolution of the grievance procedure, then the City will award the bid to the most senior bidder.

## SECTION 32

### DISCIPLINARY ACTION

A) The personal file of the member of the bargaining unit which is kept by the Police and/or Personnel Department, will have expunged from its contents any disciplinary action after a period of three (3) years from the date of the disciplinary action provided that during the interim period the member has had no further departmental violations. Written notification by the officer must be made to both the City Personnel Director and the keeper of personnel records within the Police Department.

B) Employees covered by this Agreement shall have the right to file a grievance for any disciplinary action whether it involves the Law Enforcement Bill of Rights, provided, however, that resort to the grievance procedure shall constitute a waiver of any right under the Law Enforcement Bill of Rights. The failure to grieve any such disciplinary action shall not be considered as establishing a past practice.

C) Union Representation  
Any member of the bargaining unit shall, if he/she desires, be represented by an officer of or legal counsel chosen and provided by Local 301 when appearing before the Chief of the Department, any Major or any supervisor reporting directly to the Chief of the Department, or any other representative of the Department (i.e. Internal Affairs) to answer charges that he/she has violated any rules and regulations of the Department or any of the terms and

conditions of this Agreement, or to answer questions concerning such charges against another member or members of the bargaining unit (i.e. as a witness). The City or Department representative shall present an "Internal Affairs Interrogation Rights Form" to any member who is ordered to answer such charges (a copy of which "Internal Affairs Interrogation Rights Form" is attached hereto as Exhibit "A" and incorporated herein by reference).

### **SECTION 33**

#### **SUBROGATION**

In any civil action where a bargaining unit member makes a claim for and recovers lost earnings paid by the City of Cranston against a third party tort or for job-related injuries and/or illness, the police officer shall reimburse the City of Cranston that portion of the settlement or judgment which represents the bargaining unit member's claim for lost earnings, provided, however, that police officer or his attorney shall be entitled to withhold from the amount to be reimbursed that portion of the cost, witness expenses, and other out of pocket expenses and reasonable attorney fees which the police officer is required to reimburse the City of Cranston bears to the amount recovered from the third party.

### **SECTION 34**

#### **PENSION CREDIT FOR MILITARY AND MUNICIPAL SERVICE**

A) As of July 1, 1986, any member of the bargaining unit who has served in the armed forces, a reserve unit, a national guard unit or has prior municipal city time with the City of Cranston shall be allowed to buy back said time from the City of Cranston. Said time shall be bought back at the rate of ten percent (10%) of his/her annual salary in his/her first year of service with the City of Cranston multiplied by the number of years in said armed forces, reserve unit, guard unit or prior municipal service up to a maximum of four (4) years. Upon such payment being made to the City of Cranston by the employee, the number of years purchased shall be added to the members service time within the Department immediately. The crediting of said time shall be for pension purposes only and shall not affect a member's seniority or benefits in any other way while an active member. A member's seniority, longevity and vacation entitlements would not be affected by the purchase of said time prior to retirement. At the time of retirement a member will receive credit for all years worked and purchased and will be entitled to benefits accordingly.

B) Any employee who was a member of the active armed forces shall be allowed to purchase back the amount of time spent in the active service up to a maximum of four (4) years. Any employee who was a member of a reserve unit or guard unit shall be allowed to purchase back an amount of time equal to the amount of active duty points accumulated by the employee while serving in the unit. Any employee who has prior full time municipal time with the City of Cranston shall be allowed to purchase back said time up to a maximum of four (4) years. It is clearly understood that the maximum amount of time whether military, municipal or a combination of both will be four (4) years maximum.

C) When submitting a request to purchase said time, proof of said time shall also be



submitted. For example: A DD214, reserve or guard duty certificate or prior City records for municipal time.

### **SECTION 35**

#### **WIDOWS AND WIDOWERS BENEFIT**

Seven to twenty years service:

The City of Cranston agrees to pay a death benefit to the widow or widower of an employee with at least seven (7) years of service on the Department and a death benefit payment of thirty-three and one-third (33 1/3%) percent of the employee's salary which shall be fully escalated from year-to-year. This benefit shall be paid to a widow or widower until his/her death or until he/she remarries.

### **SECTION 36**

#### **WIDOW'S/WIDOWER'S BENEFIT**

Twenty years or more of service:

The City of Cranston agrees to pay (per 1989 agreement), widow/widower of deceased Cranston Police Officers the following benefits in addition to any other benefits to which they have been entitled:

A) Longevity and holiday pay shall be included in the widow/widower pension base for those widow/widowers, whose husbands/wives, were entitled to longevity and holiday pay in their pensions.

B) Effective July 1, 1990, each widow/widower will receive a pension increase based upon sixty-seven and one-half (67 1/2%) percent of what the decedent's percentage increase would have been.

C) In the event the City and Union negotiate across-the-board increase in any given year, the widows/widowers shall receive sixty-seven and one-half (67 1/2%) of the percentage increases represented by said across-the-board increase.

### **SECTION 37**

#### **PATROL STAFFING REQUIREMENTS**

A) The Patrol Captain will not be counted as a line supervisor for determining the number of supervisors needed for each respective shift.

B) Vacancies in Staff and Services may be filled by Police Officers only as a Special Detail pursuant to Section 13 of this Agreement, and Police Officers on duty shall not be required to fill said vacancies.

**SECTION 38**

**DURATION OF THIS AGREEMENT**

This Agreement will remain in effect for the term of three (3) years, commencing July 1, 2009 and ending June 30, 2012.

If for any reason whatsoever, at the end of the term of this contract, a new contract has not been agreed upon between the International Brotherhood of Police Officers, Local 301 and the City of Cranston, this contract will remain in effect until such time as a new contract is agreed upon.

IN WITNESS WHEREOF, the said City of Cranston has caused this instrument to be executed and its corporate seal to be affixed by its Mayor and Director of Finance hereunto duly authorized by the City Council of the City of Cranston, the day and year first above written and the said Local 301, International Brotherhood of Police Officers, has caused this instrument to be signed by its president hereunto duly authorized the day and year first above written.

DATED:

8/23/10

City of Cranston

Allan W. Fung

Mayor Allan W. Fung

Stephen Antonucci

Stephen Antonucci  
President, IBPO Local # 301

Anthony Cipriano

Anthony Cipriano, City Solicitor

**EXHIBIT "A"**

**INTERNAL AFFAIRS INTERROGATION RIGHTS FORM**

The Union strongly suggests that if any officer is asked or ordered by the Department to submit to **any degree or form** of oral questioning or to submit a written statement or report concerning their performance and/or actions as a police officer, the officer contact an officer of the Union before giving any response whatsoever. Furthermore, the Union strongly suggests that prior to giving **any** oral and/or written statement, the officer wait for Union representation to be present. Failure to do so may have a drastic effect upon the Union's ability to assist or defend the officer.

By executing this Waiver Form, I hereby **waive** my right to have Union representation present during Departmental interrogation on the date set forth below regarding the following

matter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:  
Print Name:  
Date of Signature:

Exhibit C

**Cranston Police I.O.D. Questionnaire**

To ensure that your injury claim is accepted and processed without delay, it is suggested that you have this form filled out by the treating physician during your initial examination.

For initial injured on duty claims to be accepted under Section 17 of the contract:

*"A statement/report from the hospital or treating physician must indicate a diagnosis, the causation/job-relatedness of the injury/illness if determinable at that time, and whether or not the officer is able to remain on duty or is to be relieved of duty, and if relieved of duty, the length of time for which the officer is so relieved. Doctor's notes/reports that simply state that a police officer will be out of work for a period of time, and do not also provide a diagnosis and a statement regarding the causation/job-relatedness of the injury/illness if determinable at that time, will not be accepted."*

On \_\_\_/\_\_\_/\_\_\_, Officer \_\_\_\_\_ was treated for an injury/illness described as:

1. Was this injury/illness reported to you by the officer as having occurred while on duty as a Cranston Police Officer? Yes No

2. The diagnosis of this injury/illness is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. In your opinion, is the injury job related? Yes No

4. Does the officer need to be excused from work? Yes No

5. If yes, what date can the officer return to work? \_\_\_/\_\_\_/\_\_\_

6. In what capacity can the employee return to work? Full duty Light/Modified duty

Restrictions: \_\_\_\_\_

Physician name and address:

Physician signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Cranston Police Report #: \_\_\_\_\_ - \_\_\_\_\_