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**TENTATIVE AGREEMENT
BETWEEN
CITY OF CRANSTON
AND THE
IBPO Local # 301**

***Contract
2013-2016***

TENTATIVE AGREEMENT

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An Act to Provide for Settlement of Disputes concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments," this Tentative Agreement is made and entered into this 27th day of September, 2013 by and between the City of Cranston and Local 301, International Brotherhood of Police Officers.

This Agreement sets forth the following changes to the parties' collective bargaining agreement for the period July 1, 2013 to June 30, 2016. The Union and the City agree that this agreement is subject to ratification by the Union and approval by the City Council.

1.

INTRODUCTION

COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement ("Agreement") is entered into as of the 1st day of July, 2013, 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, chapter 9.2 of title 28 of the Rhode Island General Laws.

2.

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 of the Cranston Police Department (Department), 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.

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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. Effective July 1, 2000, those officers holding the positions or ranks of Chief of Police and or Major effective July 1, 2000 will be excluded as a member(s) of the bargaining unit.

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

3.

SECTION 3

DUES AND AGENCY FEE DEDUCTION

Upon receipt of by the City of a the signed, voluntary authorization form from an by the employee, the City agrees to deduct Union membership dues levied in accordance with its constitution and bylaws, or the 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 their authorization 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.

4.

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 are contained in this Agreement express and specific provisions to the contrary contained in this Agreement, all authority, powers, rights, jurisdiction, and responsibilities for the management and direction of the officers and other employees of the Cranston Police Department ("Department") are vested, retained and reserved exclusively to the

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City. The City may promulgate policies, general orders and rules and regulations governing the official conduct of the officers of the ~~Granston Police~~ Department in the discharge of their public safety and law enforcement functions.

5.

SECTION 4

SENIORITY

A) (1) Department 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/districts, days off, holidays, vacations 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 (BCI)
- 2. Traffic Unit

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- 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 disqualifications 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/districts 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. Additionally, The City and the Union agree to the following selection process for Field Training Officers (FTO's).

Field Training Officers Selection:

1) In order to qualify to become a Field Training Officer (FTO), an officer must have completed three (3) years of service as a Police Officer. The three (3) year requirement includes those Police Officers that have come from another law enforcement agency.

2) When an opening for an FTO is authorized by the Chief of Police or their designee, officers shall be required to send a Memo of Interest to the FTO Coordinator.

3) The selection process shall not be based solely on seniority. The FTO candidates shall be required to participate in an oral board. The oral board shall consist of a committee comprised of the following personnel: Two (2) FTO Coordinators, the Training Lieutenant, Uniform Division Captain selected by the Chief of Police or their designee; a Union Executive Board Member appointed by the President of the IBPO and a member of the Police Administration appointed by the Chief of Police or their designee.

4) All candidates shall be rated by the following criteria. The committee shall examine how the officer presents himself/herself. Does the officer have the presence of mind to be cognizant to detail? Does he/she present the role model image desired by the Department? The committee shall further examine the officer's work performance through training certifications attained, how often does the officer request additional specialized training, statistics such as traffic enforcement, case reports and arrest reports. Does the officer produce self-initiated activity? Does the officer's activity result in a variety of enforcement actions? Is the officer familiar with the court system and is continually being

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called to court? Is the officer capable of teaching a new recruit how to do the job properly. Past disciplinary actions shall also be considered.

5) During the oral interview, the committee will have an opportunity to see firsthand how the officers perform in a controlled setting, where he/she is under the spotlight, much like that of the new officer in the field training program. Does the officer present the confident image that is so vital in a field training officer through articulation of thought? Uniform Appearance. Does he/she possess the necessary respect for the enormous responsibility that comes with training the new academy graduate?

6) Once all the candidates are interviewed, the committee shall make their decision on which candidate(s) will fill the opening(s).

7) All FTO's shall accept any FTO assignment that the FTO Coordinators designate, unless there are extenuating circumstances, such as being on vacation during FTO assignments or extended sick leave or IOD leave. Refusal to accept an assignment will subject the FTO to being removed as an FTO.

8) Any FTO who is assigned to train a newly hired officer shall be subject to be reassigned off their previously bid shift and assigned to any shift that the FTO Coordinator deems necessary for training purposes. This reassignment shall be no longer than two (2) four (4) day rotations.

~~B) All bids shall be published in the daily bulletin for two (2) days via the IMC and City email system to all officers from the Chief of Police or their designee on two (2) consecutive days. Personnel interested in the a vacancy will submit in writing must reply via email within four (4) days after the bid was published a second time. their application for said vacancy to the Chief of Police or their designee 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. Notwithstanding the aforementioned, the Union and the City agree the time and notice provisions may be waived if agreed upon by the parties and the City may utilize a telephone bid process when necessary.~~

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) Within thirty (30) days after the execution of this Agreement, the City shall furnish the Union and the police-d Department with a copy of the proposed seniority list and the Union and/or the Police Department will have thirty (30) days

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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 the Union and the Department ~~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.

6.

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. The City shall ensure there is an active hiring list in place or be actively engaged in the testing process, not to exceed six (6) months.

B. Notwithstanding the language of subsection A), the City shall have the unilateral right to maintain up to six (6) vacancies through July 1, 2014. Thereafter, vacancies shall be filled in accordance with the provisions of subsection A) above, meaning beginning July 1, 2014 all vacancies in patrol and officer's ranks shall be filled unless mutually agreed upon by both parties. All promotions shall be made in accordance with the CBA.

7.

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

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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. ~~S~~ senior police officer to sergeant, senior sergeant to lieutenant and so on.

8.

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 itself 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 itself 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.

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SECTION 6

PROMOTIONS

The City and the Union have made numerous proposed changes to this section. Conceptually, both the City and the Union agree that utilizing an Assessment Center would be the most efficient and objective means to promote qualified officers in the ranks of Sergeant, Lieutenant, and Captain within the Department. Both the City and the Union agree to continue for the next year to research the viability of utilizing an Assessment Center and to reach an Agreement as to whether the Assessment Center shall be implemented in all future promotional processes and incorporated into this Collective Bargaining Agreement. Additionally, both the City and the Union agree that all other proposals by both sides with regard to this section shall be considered ongoing for the next year and any of the proposals that are ultimately agreed upon shall be incorporated into this current Collective Bargaining Agreement.

10.

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. This shall not be construed as to prohibit said assignments in cases of significance and where a high volume of calls is expected. This shall not exceed five (5) days.

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SECTION 9

DEPARTMENTAL OPERATIONAL STRUCTURE

The Detectives Division shall be comprised of no less than twenty-five (25) permanent Detective 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 establish minimum staffing on a daily basis, which would create overtime, or to establish minimum staffing generally. The officers/supervisors assigned to these units shall be able to flex their hours with the prior approval of their immediate supervisors. All vacancies within the twenty-five (25) Detective positions shall be filled by seniority.

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

A) In addition to the twenty five (25) positions in the Detective Division listed above, the City agrees to add five (5) positions to the Detective Division. The City shall advertise the additional positions and seek letters of interest from officers who have completed at least five (5) years of service with the Cranston Police Department.

B) The applicants will then participate in an oral interview conducted by a panel of Cranston Police Officers. The interview panel shall consist of:

- The Chief of Police or their designee
- Major, Executive Officer or their designee
- A Detective Division Supervisor appointed by the Chief of Police
- A Uniform Division Supervisor appointed by the Chief of Police
- A member of the Executive Board of IBPO Local # 301 appointed by the President of IBPO Local # 301

C) The interview panel will review each applicant's entire work record, including their work performance, work experience, arrests, evaluations, dependability, investigative abilities, department discipline, use of sick time and positive influence on morale in general and the morale of those around him/her Seniority will be a contributing factor in the assessment in the event two or more candidates have a tie score. A uniform scoring sheet to rate all candidates shall be negotiated and developed by the City and the Union to make the process as

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objective as possible. Each panel member will score each candidate and a final numerical score will be given. At the conclusion of the interview, the panel shall be responsible for tabulating the results and establishing a list. The list will then be published by the Office of the Chief of Police. All of the candidates shall have the right to review their scoring sheets within thirty (30) days of the list being established. The panel's results are final.

D) The additional five (5) positions in the Detective Division shall then be filled from this list. The officers filling these positions shall do so for a period of not less than one (1) calendar year, unless removed for cause. At the completion of one (1) calendar year, applications for all five (5) positions will be accepted again and the process will start over as described above. Exemplary and outstanding service for those previously assigned to these temporary positions shall be considered by the panel upon re-application. The Department shall maintain a list of candidates at all times. Officers so assigned may be continued in the service to transition ongoing case work subject to the recommendation and approval of the Division Commander and the Chief of Police. Officers shall be allowed to bid for any vacancies that become available during their re-assignment and will return to the permanent position they were awarded through the seniority system at the completion of their assignment to the Detective Division.

12.

SECTION 10

SUBSTITUTIONS

Upon an officer's advance written request, the privilege to substitute "switch" 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.~~ Switching with oneself will not be allowed if to do so would cause overtime.

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

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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.

13.

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. Members shall have the right to receive compensatory time accrued at the same rate as listed above, in lieu of overtime pay. Employees shall be able to accumulate up to 480 hours of compensatory time. 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. Officers who are absent from duty due to sick and/or parental/family medical leave shall be only charged an overtime turn once per day, if applicable. The overtime turns shall be "reset" back to zero (0) bi-annually on January 1st and July 1st of each calendar year. 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

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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 Executive" 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 Executive" 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 Executive", the Captain whose duties fall under that realm of responsibility may be called back to direct and supervise that investigation.

3) The "Duty Captain Executive" 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.

14.

SECTION 13

SPECIAL DETAILS

A) Any employee who is assigned to a private, or special or City paid 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. Any employee who is assigned to a construction or utility 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. Additionally, the Union may set the detail rate, which shall not to exceed the rate of pay of time and one-half the highest police officer's rate of pay, to any vendor who hires details on a regular and consistent basis. 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

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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-section 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 incident which they it feels 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 an assigned 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.

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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 clerk 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 clerk 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 preemptory ~~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

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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 ~~the~~ eCity 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 R.I.G.L. § 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~~ \$5.00 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).

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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.

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15.

SECTION 14

VACATIONS

A) An employee hired after July 1, 2000 shall be entitled to paid vacation allowance equal to 1/2 day per month during the completion of one (1) continuous year. All other employees shall be entitled to the following vacations allotments:

<u>Under 1 year</u>	10 days
<u>1 to 5 years of service</u>	17 days
<u>6 to 10 years of service</u>	20 days
<u>11 to 15 years of service</u>	25 days (or 20 days vacation & 5 days pay)
<u>16 to 20 years of service or</u>	26 days (or 21 days vacation & 5 days pay)
<u>21 years of service and over</u>	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 ~~sell~~ back up to thirty seven and one-half (37.5) 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 thirty seven and one-half (37.5) 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 subsection (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

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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 sixty (60) vacation days per year not to exceed eighty-seven (87) 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.

16.

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 (Dec 31) |
| 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.

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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 shall continue to be allowed to be paid a maximum of 480 hours compensatory time upon retirement. Members shall have the option to receive sixteen (16) hours of compensatory time in lieu of holiday pay for up to thirteen (13) holidays at their request. Said request shall be made via email to the Chief of Police or their designee by February 15th for the following fiscal year (July to June).~~

17.

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.

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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 handcuffs as needed. In the month of January 2014, the City shall provide each officer with a voucher for one hundred dollars (\$100.00) for the purchase of a rechargeable light. All new officers shall be provided said voucher upon being sworn in. The City agrees to fix or replace any flashlight that is broken in the line of duty.

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

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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.

18.

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

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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. Said notification shall include the nature of the illness or injury.

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)~~ two (2) 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)~~ five (5) 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 their 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)~~ ninety (90) 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)~~ ninety (90) days.

E) Sick Leave Accrual, Accumulation, and Extension

Sick leave shall be granted at the rate of ~~twenty-seven (27)~~ twenty-five (25) working days per year accumulative to ~~one hundred and twenty (120)~~ one hundred and eighty (180) 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

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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 sub-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.

19.

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~~

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~~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. Once an officer has completed one (1) year of service they shall receive a pro-rated share of their personal days at the rate of one-half day per month based upon how many months that remain in said calendar year. Notwithstanding the aforementioned, all officers with more than one (1) of service shall receive their six (6) personal days January 1st of each 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

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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. Any sick days that are donated shall not be counted for the Sick Time Remuneration Program or performance evaluation purposes.

H) Sick Time Remuneration Program

- (a) Any member that does not use any sick days in a calendar year shall receive five (5) days pay.
- (b) Any member that uses one (1) sick day in a calendar year shall receive four (4) days pay.
- (c) Any member that uses two (2) sick days in a calendar year shall receive three (3) days pay.
- (d) Any member that uses three (3) sick days in a calendar year shall receive two (2) days pay.
- (e) Any member that uses four (4) sick days in a calendar year shall receive one (1) days pay.

All payments shall be made in the month of January.

20.

SECTION 16.2

SPECIAL LEAVE

Maternity Leave

PARENTAL AND FAMILY MEDICAL LEAVE

~~To the extent it may be applicable the employer~~ The City agrees to comply with governing state ~~or~~ and 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 to takes parental or family leave, and who has accumulated sick leave, may utilize up to the one-hundred-twenty (120) sixty (60) sick days limit, their normal salary shall be paid to that employee during that period of parental/family leave. In the rare case of a catastrophic illness or injury, an officer shall be allowed to utilize up to an additional sixty (60) days of accumulated sick leave. Any additional time used thereafter shall be unpaid.

An eligible employee who elects to take parental/ family leave shall notify the Chief of Police or his their designee in accordance with applicable law ~~thirty~~

~~(30) days in advance of the commencement of said leave, unless prevented by medical emergency from giving that notice.~~ The changes in this section shall become effective January 1, 2014.

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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.

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21.

SECTION 19

SALARIES

A) Commencing July 1, 2013, salary increases for members of the Police Department shall be in accordance with the following schedule:

	<u>July 1, 2013</u> 2%	<u>July 1, 2014</u> 2.5%	<u>July 1, 2015</u> 3%
Salary/Week	Effective	Effective	Effective
Rank	7/1/13	7/1/14	7/1/15
Captain-3 rd Grade	\$1,596.47	\$1,636.39	\$1,685.46
Captain-2 nd Grade	\$1,628.40	\$1,669.11	\$1,719.19
Captain-1 st Grade	\$1,660.97	\$1,702.50	\$1,753.57
Lieutenant-3 rd Grade	\$1,327.40	\$1,360.58	\$1,401.39
Lieutenant-2 nd Grade	\$1,353.95	\$1,387.79	\$1,429.43
Lieutenant-1 st Grade	\$1,381.02	\$1,415.55	\$1,458.02
Sergeant-3 rd Grade	\$1,207.02	\$1,237	\$1,274.31
Sergeant-2 nd Grade	\$1,231.16	\$1,261.94	\$1,299.79
Sergeant-1 st Grade	\$1,255.78	\$1,287.18	\$1,325.79
Probationary Officer	\$794.00	\$813.86	\$838.27
Patrol Officer-4 th Grade	\$849.19	\$870.38	\$896.49
Patrol Officer-3 rd Grade	\$913.21	\$936.04	\$964.12
Patrol Officer-2 nd Grade	\$1,004.53	\$1,029.64	\$1,060.53
Patrol Officer-1 st Grade	\$1,106.97	\$1,134.64	\$1,168.68

Officers must complete one (1) year time in grade in each salary classification before moving up to the next higher classification.

Effective July 1, 2013, Officers shall be placed in the new salary classifications based upon their time in grade in their current rank. (e.g. if a patrol officer presently has four (4) years or more at that rank, he/she will immediately be placed into Patrol Officer 1st grade).

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 or the State of Rhode Island, 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~~ unless there is a State of Emergency declared by the Mayor of the City of Cranston or an overriding public safety issue.

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, the State of Rhode Island, 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;~~ unless there is a

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State of Emergency as declared by the Mayor of the City of Cranston 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 unless there is a State of Emergency as declared by the Mayor of the City of Cranston or if there is an overriding public safety issue.~~

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, unless there is a State of Emergency as declared by the Mayor of the City of Cranston or if there is an overriding public safety issue.~~

23.

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 shall remain for family medical coverage shall be \$2,080 per year (\$40/week). Effective July 1, 2013 the employee contribution for family medical coverage shall be \$2,392 per year (\$46 per week). Effective July 1, 2014 the employee contribution for family medical coverage shall be \$ 2,704 per year (\$52 per week). Effective July 1, 2015 the employee contribution for family medical~~

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coverage shall be \$ 3,016.00 per year (\$58 per 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). Effective July 1, 2013 the employee contribution for Individual medical coverage shall be \$1,196 per year (\$23 per week). Effective July 1, 2014 the employee contribution for Individual medical coverage shall be \$ 1,352 per year (\$26 per week). Effective July 1, 2015 the employee contribution for Individual medical coverage shall be \$ 1,508.00 per year (\$29 per 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, 2012-2013, 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~~

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\$1,768 per year (\$34 per 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 (\$12.50 per 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 2013, the City shall contribute 55.8% of the deductible (\$1,116) 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.

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B) The amount of the health insurance buyback for the entire term of the ~~2009-2012~~ 2013-2016 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~~ \$2,500 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.~~

F) EFFECTIVE JULY 1, 2013, all employees covered by this Agreement shall be entitled to receive fully paid life insurance in the amount of one hundred twenty-five thousand (\$125,000) 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~~ July 1, 2013, upon retirement, the City will

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continue to pay for the full cost of life insurance in the amount of ~~seventeen thousand (\$17,000.00)~~ thirty thousand (\$30,000.00) dollars.

K) Effective July 1, 2013, All retired members shall be allowed to increase their life insurance at the time of their retirement and at the member's expense, to the dollar amount of life insurance provided to active members at the same cost as paid for by the City an additional \$25,000.00 to \$125,000.00 in life insurance at the following rates;

AGE	Lives	Volume	Rate per 1000	Monthly Premium	Annual Premium
<25	TBD	TBD	0.084	TBD	TBD
25-29	TBD	TBD	0.077	TBD	TBD
30-34	TBD	TBD	0.083	TBD	TBD
35-39	TBD	TBD	0.117	TBD	TBD
40-44	TBD	TBD	0.173	TBD	TBD
45-49	TBD	TBD	0.280	TBD	TBD
50-54	TBD	TBD	0.478	TBD	TBD
55-59	TBD	TBD	0.793	TBD	TBD
60-64	TBD	TBD	1.263	TBD	TBD
65-69	TBD	TBD	1.993	TBD	TBD
70-74	TBD	TBD	3.193	TBD	TBD
Total	TBD	TBD		TBD	TBD

24.

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)~~ twenty-five thousand dollars (\$25,000.00).

25.

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

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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 PPO or 930 and United Health Plan 21285 PPO, 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.

Other Post Employment Benefits (OPEB)

Effective July 1, 2013 all members shall pay a sum of eleven dollars and fifty-three (\$11.53) cents bi-weekly for a total of three hundred (\$300.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits. This payment of three-hundred (\$300.00) dollars shall continue upon retirement at a rate of twenty five (\$25.00) dollars per month.

26.

SECTION 22

GRIEVANCE & ARBITRATION PROCEDURE

B Procedural Steps.

Step 1. Not later than ~~twenty (20)~~ fifteen (15) days, excluding weekends and holidays, after the event giving rise to the grievance the member shall submit their grievance in writing to an authorized member of the Executive Board. The Union shall have an additional ten (10) days, excluding weekends and holidays to properly investigate and vote on the grievance prior to submitting it 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,

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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 a 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.~~

27.

SECTION 32

DISCIPLINARY ACTION

A) ~~The personal file service jacket and/or personnel 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.~~ the Chief of Police or their designee.

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

Employees shall not have the right to file a grievance for a verbal or written reprimand as long as the verbal or written reprimand will be removed from the employee's service jacket and/or personnel file within one (1) year or less from the time of the infraction. Additionally, employees shall not be able to grieve data entries into the performance evaluation tracking system now known as, Guardian Tracking System however, the data entries shall be removed no longer than fifteen (15) months after the entry.

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)~~ (i.e. Office of Professional Standards) 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 "Office of Professional Standards" Interrogation Rights Form" to any

member who is ordered to answer such charges (a copy of which "Internal Affairs
"Office of Professional Standards" Interrogation Rights Form" is attached hereto
as Exhibit "A" and incorporated herein by reference).

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28.

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 tortfeasor 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.

29.

SECTION 34.1

TIME OFF FOR MILITARY SERVICE

Those members currently serving in, but not limited to, the Army/Air National Guard, Army Reserves, Air Force Reserves, Navy Reserves, Marine Reserves, and Coast Guard Reserves, shall be granted up to 34 Military Days per calendar year. Military Days are to be used when a member has military training scheduled on a particular day in accordance with official Federal and State Orders (ex. Title 10, Title 32). When military days are utilized, proper notice shall be given to those members' Division Commanders or their designee. Military Days will be paid at those members current rate of pay and shall not be subject to manpower restrictions. This is not intended to create any minimum manning or staffing requirements.

SECTION 38

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DURATION OF THIS AGREEMENT

This Agreement will remain in effect for the term of three (3) years, commencing July 1, ~~2009~~ 2013 and ending June 30, ~~2012~~ 2016.

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.

Tentative Agreement

DATED:

9/27/13

For the City of Cranston:

Allan W. Fung

Mayor Allan W. Fung

For the Union:

Stephen Antonucci

Stephen Antonucci
President, IBPO Local # 301

31.

EXHIBIT "A"

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INTERNAL AFFAIRS OFFICE OF PROFESSIONAL STANDARDS
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: _____

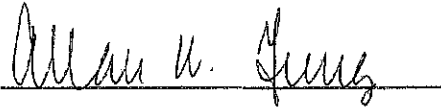
Date of Signature: _____

Witness: _____

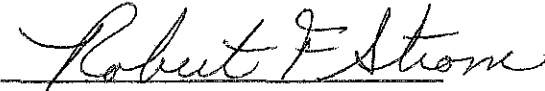
Memorandum of Agreement

In the event that the International Brotherhood of Police Officers (IBPO) Local # 301 is successful in their Superior Court case and all appeals against the State of Rhode Island in relation to the State pension reforms, IBPO Local # 301 and the City of Cranston agree to negotiate and shall enter into negotiations to discuss modifying the members' pension benefits, including years of service, age of retirement and any other areas. This agreement is entered into on this 27th day of September 2013.

City of Cranston:



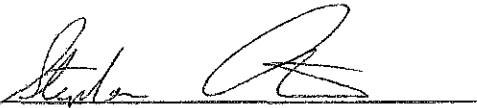
Mayor Allan W. Fung



Robert F. Strom

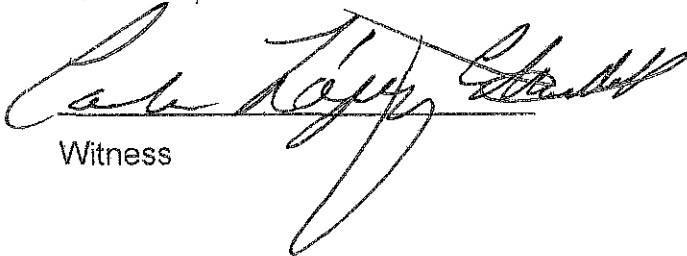
Finance Director

International Brotherhood of Police Officers Local # 301



Stephen Antonucci

President, IBPO Local # 301



Witness

9/27/13

Date