

CITY OF EAST PROVIDENCE, RHODE ISLAND

AND

INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS  
LOCAL NUMBER 569



Agreement

NOVEMBER 1, 2017 TO OCTOBER 31, 2022

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## AGREEMENT

Pursuant to the provisions of Article IX, 9-2, Right to Organize, City of East Providence Charter and Chapter 9-2 entitled "Policemen's Arbitration" of the General Laws of Rhode Island, 1956, as amended, this Agreement is made and entered into this 1st day of November, 2017 by and between the City of East Providence and International Brotherhood of Police Officers (IBPO), Local 569.

## ARTICLE I

### RECOGNITION

The City of East Providence recognizes Local 569, International Brotherhood of Police Officers as the sole and exclusive bargaining agent for all permanent Police Officers of the East Providence Police Department with the exception of the Deputy Chief and Chief of Police in accordance with the laws of the State of Rhode Island for the purpose of collective bargaining relative to wages, salaries, hours, and working conditions. The rights of the City of East Providence and employees shall be respected, and the provisions of this agreement shall be observed for the orderly settlement of all questions.

#### **1.02 AGENCY SHOP**

After the effective date of this agreement, newly appointed regular Police Officers agree as a condition of their employment whether or not they become members of the IBPO to pay to the Union a sum equal to the regular monthly dues and any assessments for legal fees for negotiations with the City for representative services performed by the Union inasmuch as the City of East Providence has agreed to accept an Agency Shop provision.

(B) Present permanent Police Officers who are not members of the Union will be required to also pay a sum equal to the regular monthly dues and any assessments for legal fees for negotiations with the City for representative services performed by the Union.

(C) For present Police Officers, such payments shall commence on the pay date for the first payroll period following the effective date of this agreement. For new employees, the payment shall start on the pay date for the first payroll period after they have become regular Police Officers.

(D) In consideration of the City's entering into this collective bargaining agreement which included in this section an Agency Shop provision, the IBPO hereby agrees to indemnify the City and hold it harmless from any and all claims, liabilities or costs of the City which arise out of the payroll deductions of Agency Shop fees.

## **ARTICLE II**

### **2.01 MANAGEMENT RIGHTS**

The East Providence Local No. 569, International Brotherhood of Police Officers acknowledges the right of the City of East Providence to issue rules and regulations governing the internal conduct of the Police Department as provided by law.

The Union agrees that the City has the responsibility for the policies and administration of the Police Department which it shall exercise under the provisions of the law and in fulfilling its responsibilities under this agreement. The City hereby retains and reserves unto itself all right, power, authority, duty, and responsibility confirmed on and vested in it by the laws and Constitution of the State of Rhode Island and/or the United States of America.

**2.02 SCOPE OF AGREEMENT**

The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and the opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union, within the provisions of the law, each voluntarily and unqualifiedly waives the right; and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

**2.03 DISCHARGE AND DISCIPLINE**

(A) The City or Chief shall have the right to discharge and/or discipline employees at any time for just cause and, in the case of discharge, shall give the Union and the employee at the time of said discharge the reasons for discharge in writing by giving a copy to the employee and local Union President. In the event the Union and/or the employee shall claim that any such discharge has been made without just cause, such claim shall be presented in writing within five (5) working days from the date of such discharge.

Any suspension in excess of two (2) days or discharge case covered by the Police Officers' "Bill of Rights" will not be grievable under the grievance procedure set forth herein or under the provisions of the Personnel Ordinance provided, however, that if such "Bill of

Rights" is repealed, suspensions in excess of two (2) days or discharge shall be disposed of under such grievance procedure.

(B) The City shall have the right to discharge and/or discipline any new employee who has not completed the probationary period. If notice in writing is given to the employee, the probationary period may be extended. The discharge and/or discipline of a probationary employee shall not be covered by the provisions of Section (A) above or by the grievance procedure set forth in Article XXVI hereof.

### **ARTICLE III**

#### **3.01 SENIORITY**

Departmental seniority is established as of the date the Officer is sworn as a full time Police Officer of the City of East Providence. Members hired after November 1, 2006, on the same date will have their seniority determined by their graduating rank in the Rhode Island Municipal Academy. As to those members who have graduated from a certified police training academy, seniority shall be determined by their written test score (excluding residency points) for the East Providence Police Department. Seniority in grade is established as the date of regular appointment to that grade except that seniority for Detective Corporal shall not be prior to November 1, 1991.

Seniority shall be broken when a Police Officer voluntarily terminates employment. The most recent date of hire will be used to determine vacation picks, post picks, longevity, promotional test requirements and seniority points for tests. Seniority shall not be broken when a Police Officer is injured on duty and placed on pension by the City of East Providence is later found fit for work and returns to duty.



Seniority shall not be broken by the punitive suspension of a Police Officer from the Department nor shall the suspension be considered a break in or interruption of service.

### **3.02 STAFFING LEVELS – RANKING OFFICERS**

The City will maintain in the Police Department a ranking officer complement consisting of:

- (A) Three (3) Captains
- (B) Nine (9) Lieutenants

A Lieutenant or Officer of higher rank shall be in command of the Police Station at all times. Nothing shall prevent the naming of an Acting Lieutenant in the case of a long term illness or disability. The appointment of an Acting Lieutenant may occur after thirty (30) days of absence, or as soon as it is known that the absence will last thirty (30) days or longer, for the duration of the incapacity.

One (1) Lieutenant will be assigned to the Office of Professional Standards. This selection will be made by the Chief of Police.

All Lieutenants not otherwise assigned will be assigned to the Patrol Division Platoon System.

- (C) Fourteen (14) Sergeants

One (1) Sergeant shall be assigned to the Traffic Unit. This selection shall be based on qualifications and initiative from the top three (3) senior Sergeants who apply for the position. At the discretion of the Chief of Police, the Traffic Unit Sergeant may be assigned to special duties or assigned to Patrol. This assignment shall not exceed ninety (90) days.

One (1) Sergeant will be assigned to the Office of Professional Standards. This selection will be made by the Chief of Police.

One (1) Sergeant will be assigned to the Bureau of Criminal Identification (BCI.) This selection will be based on qualifications and initiative from the top three (3) senior Sergeants who apply for the position.

All Sergeants not otherwise assigned will be assigned to the Patrol Division Platoon System.

(D) Fifteen (15) Detectives

So long as the budgeted strength of the permanent sworn Police Officers is not less than ninety (90), then there shall be fifteen (15) Detectives.

Two (2) Detectives will be assigned to duty from 3:00 p.m. to 11:00 p.m. Selection to this shift will be based on seniority.

Two (2) Detectives will be assigned to the Juvenile Unit.

Three (3) Detectives will be assigned to the Bureau of Criminal Identification (BCI)

The City will not be required to fill vacancies in these units (Night Detective, Juvenile, & BCI) in the event of absence due to sickness, vacation, compensatory time, personal days, and injured on duty. When it is necessary for the Department to fill rank and acting capacities, it will be done so in order of rank in forty-five (45) day increments.

**3.03 STAFFING LEVELS – PATROL OFFICERS**

For purposes of this section, the term “Patrol Officer” shall refer to all Officers holding the rank of Patrolman (probationary or permanent), Patrolwoman (probationary or permanent), or Patrol Corporal.

One (1) Patrol Officer will be assigned as a Community Relations Officer. This selection will be made by the Chief of Police. This officer shall work a 5/2 workweek.

One (1) Patrol Officer will be assigned to the Services Division. Selection to this position will be based on seniority. This officer shall work a 5/2 workweek.

One (1) Patrol Officer will be assigned to the Prosecution Unit. Selection to this position will be based on seniority. This officer shall work a 5/2 workweek.

Three (3) Patrol Officers will be assigned to the Traffic Unit. It shall be staffed without minimum manning requirement. This unit shall be assigned on a permanent basis from 7:00AM to 3:00PM and 3:00PM to 11:00PM except at the discretion of the Chief after consultation with the President of the IBPO or their designees and except in an emergency. The Officers in this unit shall work a 4/2 workweek. The Traffic Unit will consist of volunteers. If insufficient Patrol Officers volunteer, the balance of the unit will be assigned on the basis of inverse seniority. If there are more volunteers than there are openings, the Chief shall consider seniority, qualifications and initiative in assigning

personnel to vacancies in the Traffic Unit when they occur.

Three (3) Patrol Officers will be assigned as School Resource Officers. Selection to this position will be consistent with Section 3.05 of this agreement. These officers will work a 5/2 workweek.

All Patrol Officers not otherwise assigned will be assigned to the Patrol Division Platoon System.

### **3.04 PATROL DIVISION PLATOON SYSTEM**

#### **Minimum Manning:**

There will be no less than one (1) Lieutenant, one (1) Sergeant, and nine (9) Patrol Officers working any given First Platoon shift.

There will be no less than one (1) Lieutenant, two (2) Sergeants, and nine (9) Patrol Officers working any given Second Platoon shift.

There will be no less than one (1) Lieutenant, one (1) Sergeant, and seven (7) Patrol Officers working any given Third Platoon shift.

#### **Work Hours:**

All Officers assigned to the Patrol Division Platoon System will work a 4/2 workweek.

There will be three (3) squads assigned to First Platoon:

- First Squad will work the hours of 0645-1445
- Second Squad will work the hours of 0745-1545
- Third Squad will work two (2) days 0645-1445 and two (2) days 0745-1545

There will be three (3) squads assigned to Second Platoon:

- First Squad will work the hours of 1445-2245
- Second Squad will work the hours of 1545-2345
- Third Squad will work two (2) days 1445-2245 and two (2) days 1545-2345

There will be three (3) squads assigned to Third Platoon:

- First Squad will work the hours of 2245-0645
- Second Squad will work the hours of 2345-0745
- Third Squad will work two (2) days 2245-0645 and two (2) days 2345-0745

Selection of Position:

***Patrol Officers:***

Seniority shall be the basis for the filling of open positions within the Patrol Division Platoon System. Positions will consist of a day off group and post assignment.

- No less than twelve (12) positions will be available for selection in the First Platoon.
- No less than twelve (12) positions will be available for selection in the Second Platoon.
- No less than nine (9) positions will be available for selection in the Third Platoon.

***Sergeants:***

Seniority shall be the basis for the filling of open positions within the three Patrol Division Platoons. Positions will consist of a day off group and a squad leadership.

- No less than three (3) positions will be available for selection in the First Platoon.
- No less than three (3) positions will be available for selection in the Second Platoon.
- No less than two (2) positions will be available for selection in the Third Platoon.

***Lieutenants:***

Seniority shall be the basis for the filling of open positions within the three Patrol Division Platoons and the Officer in Charge (OIC) positions. Positions will consist of a day off group assignment and either a Platoon command or OIC assignment.

- There shall be one (1) Lieutenant assigned as the First Platoon Commander.
- There shall be one (1) Lieutenant assigned as the Second Platoon Commander.
- There shall be one (1) Lieutenant assigned as the Third Platoon Commander.
- There shall be one (1) Lieutenant assigned as the Swing OIC, working two (2) days with the Second Platoon and two (2) days with the Third Platoon.
- There will be one (1) Lieutenant assigned as Admin OIC working two (2) days with First Platoon and two (2) days on Administrative duties.

### **3.05 SELECTION & TRAINING OF SRO PERSONNEL**

1. There will be three (3) specialized assignments within the East Providence Police Department referred to as School Resource Officers (SRO's). These Officers will be responsible for maintaining order within their assigned schools. SRO's will serve as mentors and lecturers in appropriate classes and will be interacting with students in a non-traditional manner.

2. Candidates for the SRO assignment will be selected from the Patrol Division and will have a minimum of five (5) years of service at the time of appointment. Although five (5) years of service is required at the time of appointment, Officers who have completed three (3) years of service may apply for this assignment. This selection process will take place starting on June 1st of each year and the officers selected by August 1<sup>st</sup> of each year, so a change is not made during the school year.

3. Selection to this assignment will be based on qualifications, initiative, and seniority. SRO's must possess teaching skills, public speaking skills, human relations skills, conflict resolution skills, a desire to work with youth and the willingness and ability to be flexible.

4. Duty hours of the SRO must be flexible, but they will primarily mirror school administrator's hours. SRO's shall primarily work Monday through Friday during the school

year, but may be required to be flexible as the need arises. An SRO assigned to the High School will primarily work 7-3 and the SRO's in the Middle Schools will primarily work 7:30 to 3:30pm.

5. SRO's will be assigned to a designated secondary school during the school year. The immediate supervision for the SRO's will be the responsibility of the Community Policing Sergeant. The assigned SRO's and/or the Community Policing Sergeant shall confer daily with the respective school principals or their designee in order to obtain their input, and to ensure that concerns of the School Administration are being properly addressed.

6. The SROs will maintain their 5/2 workweek and hours when school is not in session. Their duties during these periods will be dictated by the needs of the Department, but they will not count towards the minimum staffing levels of the Patrol Division Platoon System. SRO's shall take their vacations during school vacation periods only unless otherwise authorized by the Chief of Police.

7. SRO's shall be authorized to wear either the Soft Duty Uniform consisting of a Department issued polo shirt, black BDU pants and boots, or the Full Duty Uniform depending on the specific need or occasion. SRO's shall be armed and fully equipped.

8. The Chief of Police after consultation with the IBPO President may remove an Officer from this assignment. The respective school principal, the Community Policing Sergeant, and the Patrol Division Commander shall conduct SRO performance evaluations yearly.

### **3.06 JUVENILE DIVISION/BCI**

Two (2) Detectives will be assigned to the Juvenile Division and three (3) Detectives shall be assigned to the BCI Division. Additionally, one Sergeant will be assigned to BCI working 5/2 day schedule. In the event of absence due to sickness, vacation, compensatory time, personal days, injured on duty, the City will not be required to fill said vacancy.

At all times, there shall be on call status for BCI detectives or those detectives so designated to be on call to perform BCI duties. On call is understood to be ready and available if requested to respond to work. There shall only be one (1) person on call per night. In exchange for being placed "on call" said detective will be compensated with two (2) hours of compensatory time for each night he/she is placed on call. Furthermore, it is further understood that said compensatory time received shall be used in the calendar year in which it is earned.

### **3.07 LAYOFFS**

In the event it shall become necessary for any reason to lay off members of the East Providence Police Department, such layoffs shall be on the basis of "last person hired--first person out". If a Sergeant or other superior officer is laid off, that person shall have the right to be reduced in rank and bump into the next lower rank. In the event an opening in the next higher rank shall occur, then such rank opening must be filled with the Officer who had been bumped out of such rank.

Where less than all members of a group of equal seniority are to be laid off as "last hired--first out", then a lottery among the group shall determine layoffs so those chosen shall leave and come back in reverse order (first out--last in).

## **ARTICLE IV**

### **4.01 VACANCIES - REGULAR**

A (1) The Department shall make transfers and promotions from existing lists within twenty (20) days of the vacancy occurrence for present and future promotional and transfer vacancies.

(2) The Department shall continue to anticipate for the filling of vacancies and shall have a promotional list available in the prescribed manner.

a. One hundred sixty (160) days prior to the expiration of a current promotional list, the

Human Resources Department shall post a notice of an up-coming exam. The posting will be for twenty (20) days. Upon the end of the twenty (20) day posting, a test date will be announced approximately fifty (50) days from the end of the twenty (20) day posting expiration date and an examination shall be administered.

b. Within twenty (20) days, all candidates shall be notified of their written scores.

c. Within twenty (20) days, all candidates who took the test will have an opportunity to review their tests, which includes all the markings, and the test papers of each competitor shall be open to his/her personal inspection during normal business hours of the Human Resources Department. Each competitor shall be allowed to challenge questions and will have the right to have those challenges answered. In the event that there is no passing score, all candidates who took the test will have an opportunity to review their tests, which includes all the markings, and the test papers of each competitor shall be open to his/her personal inspection during normal business hours of the Human Resources Department.

d. Within thirty (30) days, all challenges presented by the candidates will be answered by the testing company.

e. Oral examinations will begin and be completed within thirty (30) days after the challenges have been answered.

f. It is hereby agreed that if this process is followed by the City of East Providence with the cooperation of IBPO Local 569, a promotional list should always be in existence just prior to the expiration date of the existing promotional list or just after the expiration date of the existing promotional list.

g. In the event that a promotional list is exhausted before two (2) years, the City will begin the posting process within five (5) days.



(B) Minimum Qualifications Required for all Promotions:

The following minimum service time shall be required in individual class titles to take exams as of the end of the application period:

DETECTIVE CORPORAL At least three (3) years of satisfactory service as a Patrol Officer.

POLICE SERGEANT At least five (5) years of satisfactory service as a Patrol Officer.

POLICE LIEUTENANT At least one (1) year of satisfactory service as a Police Sergeant however, no member can be permanently appointed to the position of Police Lieutenant until two (2) years in the rank of Police Sergeant.

POLICE CAPTAIN At least one (1) year of satisfactory service as a Police Lieutenant however no member can be permanently appointed to the position of Police Captain until two (2) years in the rank of Police Lieutenant.

Satisfactory service time refers to permanent service except that acting experience that can be documented by Personnel Orders and was in increments of at least thirty (30) consecutive days as a minimum would be allowed for purposes of qualification under Section 4.01 (B) (1) only.

A minimum of three (3) personnel shall be eligible to take a promotional examination regardless of length of service. In the event that there are less than three (3) members eligible under the minimum service time in individual class titles as stated in 4.01 (B), the next senior member or members with identical seniority in that rank shall be eligible until at least three (3) members are eligible for the promotional examination.

The rank of Corporal is established for permanent members only of the Detective Division which shall include Detectives and BCI Detectives and also shall be granted to

Patrol Officers who complete twenty (20) years of service. Patrol Officers acting as Detective or BCI Detective temporarily assigned to those positions on a training basis shall not qualify for Acting Corporal wages. Long-term vacancies that are filled from the Detective list shall be paid at the acting rate.

1. Examinations-Types - Examinations shall consist of the following:

For Detective Corporals, Sergeants, Lieutenants and Captains, a written examination administered by the Personnel Director and an oral examination administered by an impartial group of examiners. In addition, employee performance evaluations of each competitor will be made by the Chief of Police and the competitor's division head, unit head or supervisor. Said evaluation shall not be used in the promotion's test scoring procedure below, but shall be kept as part of the personnel brochure of the competitor.

The order of these examinations and evaluations shall be as follows:

- |   |            |
|---|------------|
| a. Written examination  | 100 points |
| b. Oral examination   | 25 points  |
| c. Length of service (based on 1/4 point per three full calendar months of service to a maximum of 15 years of service) | 15 points  |

A passing grade on written promotional examinations will be seventy (70) or a grade specified by the testing company prior to the test.

2. Service time shall be computed from the date of appointment to the Police Department as a sworn Officer to the end of the application period.

Promotional lists for Sergeant, Captain and Lieutenant will be good for two (2) years; and the City Manager in making the selection from the top three (3) certified candidates will consider seniority, qualifications and initiative.

3. Examination for Detective Division. Except for supervisors, promotion to Detective Division shall be from a competitive examination list when permanent vacancies

occur. Temporary transfers for training purposes for periods not to exceed six (6) months may be made at the discretion of the Chief.

All members who have successfully completed three (3) years of service shall be allowed to take the examination. However, no member can be permanently appointed to the position until the completion of five (5) years of service with the East Providence Police Department.

The competitive examination list will be good for two (2) years; and the Chief in making the selection from the top three (3) candidates will consider seniority, qualifications and initiative.

The Detective Division for examination purposes only shall consist of the following units:

1. Detectives
2. BCI

The Vice Unit shall not be considered part of the Detective Division for purposes of this section and transfers to and from the Vice Unit shall be at the discretion of the Chief of Police notwithstanding any provisions of this agreement to the contrary.

Members who have obtained the rank of Detective Corporal or above and have completed twenty (20) years within the East Providence Police Department, shall receive a One Thousand Five Hundred Dollar (\$1,500.00) pensionable stipend paid on June 1<sup>st</sup> annually. Members within the required rank who reach the completion of twenty (20) years of service within the East Providence Police Department after June 1<sup>st</sup>, but before November 1<sup>st</sup> (the beginning of the next contract year) shall be entitled to their payment on June 1<sup>st</sup> prior to their anniversary. In the event they do not complete their required 20 years of service then the pensionable stipend will be refunded from their bust out payment.

#### **4.02 VACANCIES-OTHER**

Vacancies shall further be defined as any openings in shifts due to days off, vacations, sickness or any other necessary circumstances other than a permanent vacancy. The City Manager shall consider seniority, qualifications and initiative as a basis for assigning personnel to special details or to other specialized units or divisions within the department.

The City Manager shall establish and judge the qualifications of such personnel. The City Manager may delegate the above authority to the Chief of Police in accordance with the City Charter.

#### **4.03 POLICE CHIEF/DEPUTY CHIEF**

There shall be a Chief and Deputy Chief to be appointed by the City Manager. It is mutually understood by the City of East Providence and the East Providence Local No. 569, International Brotherhood of Police Officers that in so far as practical, it shall be the goal to train and manage the force of the East Providence Police Department so that when a vacancy occurs in the position of Chief or Deputy Chief, absent unusual circumstances, the selection shall be made from the ranks of the East Providence Police Department.

Both parties recognize that for planning and development purposes, it is in the mutual best interest for the selection to be made as above, however, both parties recognize that there may be circumstances where such is not practicable and in those circumstances, the City may have to seek applicants from other agencies.

To be considered for Chief the candidate must have five (5) years above the rank of Sergeant. To be considered for Deputy Chief, the candidate must have three (3) years above the rank of Sergeant. Promotions for Chief and Deputy Chief will be made within thirty (30) days of a vacancy.

## ARTICLE V

### **5.01 DUTIES**

(A) The duties of the members of the Police Department shall consist of upholding the Constitution of the United States and the State of Rhode Island, the provisions of the City Charter and all City Ordinances and Regulations.

(B) Routine maintenance of Police vehicles shall not be a function or duty of a Police Officer. It is understood, however, that at times emergency vehicular repairs will be necessary and nothing in this section shall prohibit a Police Officer from being required to make such emergency repairs.

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

The City of East Providence agrees that members of the East Providence Police Department, whose duties are as defined in Article V, Section 5.01, shall not be detailed to other departments of the City except in case of emergency as declared by the City Manager. Transfer shall be at time and one half. The transfer from one unit to another within the Police Department shall be the responsibility of the Chief of the Department. No Police Officer will be required to work as a Dispatcher for an entire shift except in cases of emergency as declared by the City Manager.

## ARTICLE VI

### **6.01 HOURS**

The regular workweek for all members of the bargaining unit shall be an average of thirty-seven and one half (37.5) hours and a work schedule for four (4) days on duty and two (2) days off duty.

The following persons shall be excepted from the above provisions and shall work a five (5) days on and two (2) days off schedule and hours as shown below:

1. All Captains 7:45 a.m. to 3:45 p.m.

2. Prosecution Bureau (Lieutenant and Patrol Officer) 7:00a.m. to 3:00p.m.
- 3 Services Division (Lieutenant and Patrol Officer) 7:45 a.m. to 3:45p.m.
4. Community Relations Officer 7:45a.m. to 3:45p.m.
5. Vice Sergeants and Officers
6. CPU Sergeant -- Flexible hours (8 consecutive hours)
7. OPS Lieutenant and Sergeant 7:45 a.m. to 3:45 p.m.
8. BCI Sergeant -- 7:45 a.m. to 3:45 p.m. or hours at the discretion of the Chief after consultation with the IBPO.

#### **6.02 LUNCH PERIOD**

Members shall be allowed thirty (30) minutes while still on call.

#### **6.03 SUBSTITUTIONS**

The right to substitute at any time shall be permitted provided that permission to substitute must be obtained from the Chief of Police, and said permission shall not be unreasonably withheld and does not interfere with the orderly procedures of the Department.

#### **6.04 OVERTIME**

(A) All hours worked in excess of the regular eight (8) hour shift shall be compensated for at the rate of time and one half (1.5). Any time worked over fifteen (15) minutes in any hour shall be compensated for as one (1) full hour overtime. It is expressly understood by the parties hereto that hours worked on special details shall not be counted in determining the number of hours worked for overtime purposes.

(B) The provisions of this section do not apply to conferences or seminars. Whenever a member is detailed to pick up a prisoner and such detail requires the member to work beyond the normal shift hours, overtime at the rate of time and one half (1.5) to a

maximum of four (4) hours each day will be paid. Overtime rates do not apply to transportation time when transportation can be scheduled during normal hours or to layover time to, from or at the place of pick up.

(C) Members shall have the option of receiving compensatory time off in lieu of overtime pay to a maximum accumulation of 100 hours. Such compensatory time may be taken upon four days' notice and excluding major holidays, i.e., July 3 and 4, Thanksgiving Day, December 24 and 25, December 31, January 1. Compensatory time off shall be computed at time and one half (1.5). No more than two (2) members from each Patrol Division Platoon shall be permitted to take compensatory time on any one calendar day.

#### **6.05 CALLBACK PAY**

Employees called back during emergencies shall be compensated for at least four (4) hours. The pay for this time shall be at the overtime rate of pay as heretofore set forth in Section 6.04 of this Article.

#### **6.06 OVERTIME LIMITATIONS**

(A) The overtime provision contained in 6.04 and 6.05 above will be paid only up to and including the rank of Lieutenant. In addition, the provisions of these sections do not apply to conferences or seminars.

Captains are not subject to the overtime provisions of the CBA between the City and the Local. Captains are designated employees who are required to utilize city-owned vehicles and will be permitted to take home said vehicles to allow said Captains to respond directly to emergency calls while off duty from locations within one hour of the police station to calls for service. Because Captains are on call twenty four (24) hours a day seven (7) days a week, Police Captains are authorized to utilize the take-home vehicles for personal use. Captains may utilize city-owned vehicles off duty for personal purposes provided the distance traveled is reasonable. Personal errands on the way to and from work and during off duty hours are

permitted, but Captains are prohibited from allowing, and shall not allow, the vehicle to be used by any other person or member of the Captain's family. The use of the vehicle is limited to the Captain and while utilizing said city-owned vehicles, the Captains shall at all times have their police radios activated in order to be available to respond to emergencies during their off hours. At no point in time, shall Captains utilize the city-owned vehicles for vacation purposes. Captains shall be required to get the express permission of the Chief of Police to use their vehicles to travel more than thirty (30) minutes away for personal reasons.

(B) All members of the East Providence Police Department in attendance at mandatory in-service training programs shall be compensated at time and one half (1.5) per hour with a minimum of two (2) hours, except when such attendance is during the hours when such member is on duty, then overtime payments shall not apply.

## ARTICLE VII

### 7.01 PAID HOLIDAYS

Members of the bargaining unit working thirty-seven and one half (37.5) hours and who are normally required to work on authorized holidays shall be granted uniformly an additional one (1) day's pay for each of the following holidays. Holiday pay computation shall be based on a 10.75 hour day effective November 1, 2019. Members will be granted their Birthday as a holiday until October 31, 2019.

New Year's Day  
 Veteran's Day  
 Labor Day  
 Washington's Birthday  
 Columbus Day  
 Independence Day

Thanksgiving Day  
 Friday after Thanksgiving  
 Christmas Day  
 Memorial Day  
 Easter Sunday  
 Martin Luther King Day  
 National Police Memorial Day (May 15)



Members of the bargaining unit working the 5 days on 2 days off schedule will be granted the same holidays.

Employees on leave of absence or long term sick leave without pay (non-pay status) shall not be entitled to holiday payments provided, however, that this provision shall not relate to suspensions.

### ARTICLE VIII

#### 8.01 SALARIES

All members of the bargaining unit will receive a two (2%) percent salary increase on **November 1, 2017**.

RANK	GRADE	SALARY
Captain	44P	\$87,753.23
Lieutenant	42P	\$79,024.06
Sergeant	40P	\$72,704.42
Detective/Corporal	38P	\$66,643.61
Police Officer	37P	\$53,254.66 - \$63,618.64

All members of the bargaining unit will receive a two (2%) percent salary increase on **November 1, 2018**.

RANK	GRADE	SALARY
Captain	44P	\$89,508.29
Lieutenant	42P	\$80,604.54
Sergeant	40P	\$74,158.51
Corporal	38P	\$67,976.48
Police Officer	37P	\$54,319.75 - \$64,891.01

All members of the bargaining unit will receive a two (2%) percent salary increase on **November 1, 2019**.

RANK	GRADE	SALARY
Captain	44P	\$91,298.46
Lieutenant	42P	\$82,216.63
Sergeant	40P	\$75,641.68
Corporal	38P	\$69,336.01
Police Officer	37P	\$55,406.15 - \$66,188.83

All members of the bargaining unit will receive a two (2%) percent salary increase on **November 1, 2020**.

RANK	GRADE	SALARY
Captain	44P	\$93,124.43
Lieutenant	42P	\$83,860.96
Sergeant	40P	\$77,154.51
Corporal	38P	\$70,722.73
Police Officer	37P	\$56,514.27 - \$67,512.61

All members of the bargaining unit will receive a two (2%) percent salary increase on **November 1, 2021**.

RANK	GRADE	SALARY
Captain	44P	\$94,986.92
Lieutenant	42P	\$85,538.18
Sergeant	40P	\$78,697.60
Corporal	38P	\$72,137.18
Police Officer	37P	\$57,644.56 - \$68,862.86

There will be a shift differential of .30 cents per hour for all members that work the second shift (4PM – 12 Midnight) and .35 cents per hour for all members that work the third shift (12 Midnight – 8AM).

#### **8.02 STEP INCREASES**

(A) New employees hired as of November 1, 2008 will reach top pay in thirty-six (36) months.

(B) When a member of this unit is promoted to Corporal, Sergeant, Lieutenant, or Captain, that employee shall receive the top pay step.

#### **8.03 LONGEVITY PAY**

Effective November 1, 1996, the schedule of longevity pay for members of the bargaining unit which shall be payable the first pay day in November 1996 and each subsequent year thereafter shall be:

6% of base pay after 5 years of service  
 7% of base pay after 10 years of service  
 8% of base pay after 15 years of service  
 9% of base pay after 20 years of service

Longevity pay shall be computed as part of base salary and shall be paid in one lump sum. Longevity pay shall be considered as a part of the base salary for pension purposes only. Employees qualifying for such pay in midyear shall receive a pro rata amount based upon the portion of the year during which they were eligible for such payment.

Members hired after October 31, 2014, shall become eligible for longevity pay upon the anniversary of their tenth (10<sup>th</sup>) year of service and shall be paid as follows:

7% of base pay after 10 years of service  
 8% of base pay after 15 years of service  
 9% of base pay after 20 years of service

#### **8.04 PAYCHECKS**

All paychecks including longevity pay, biweekly pay, special payment checks, or other similar payments made to members will be paid by direct deposit.

### **ARTICLE IX**

#### **9.01 SICK LEAVE**

(A) Each member of the bargaining unit shall earn sick leave at the rate of 15 days per calendar year. Effective January 1, 2007, the entire 15 days will be available on January 1 of each calendar year. However, new hires or rehired employees with less than a full year of service remaining in the calendar year will have their 15 days of sick leave prorated at 1 ¼ days per month. In addition, if an employee leaves City service before December 31, the number of days available for that calendar year will be prorated at 1 ¼ days per month. Days

above the prorated amount will be deducted from the employee's final payout if they have already been used and will not be available as sick leave for the retirement calculation. There shall be no maximum limitation to the amount of sick leave which may be accrued.

(B) Sick leave will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease and exposure to contagious disease. Holidays and regular days off shall not be counted in computing sick leave.

(C) In the event that a member is absent from work due to sickness or disability, the City may visit the employee's place of illness or telephone the employee and after two days' absence, may require a physician's certificate indicating the necessity of absence from work, the nature of and probable duration of sickness or disability. The City shall have the right at its expense to have a member examined by a physician designated by the City, and this physician shall consult with the member's physician for the purpose of establishing the justification for the absence because of sickness or injury and the length of time the member will be absent from his duties. In the event of dissenting medical opinions, the charges of a third physician agreed to by the IBPO and the City shall be shared equally by the parties.

(D) Upon retirement only, a member of the bargaining unit shall receive payment of not more than fifty (50%) percent of the sick leave he/she has accrued as of the effective date of retirement. Effective November 1, 2017, such payment shall not exceed a total sum of twenty-two thousand (\$22,000.00) dollars.

Any sick leave used in excess of ten (10) days in the last twenty-four (24) months of employment prior to settlement shall be deducted from the sick leave payment on a day-to-day basis (the value of the day being equal to 1/5 of the weekly salary). Fifty (50%) percent of a member's sick leave will be calculated first and then the sick leave used in excess of ten (10) days in the last twenty-four (24) months of employment prior to retirement shall be deducted from the sick leave payment. Additional time may be granted at the

reasonable discretion of the City Manager, without deduction, in cases of major illness.

(E) The City will provide an annual printout to each employee which will list the member's annual vacation and sick leave use and balance.

(F) Sick Leave Bank. Sworn members of the Police Department may apply for the Sick Leave Bank when they have an incapacitating illness/injury that is expected to last more than thirty (30) calendar days. The employee must first exhaust all their accrued sick, personal, vacation, and compensatory leave. Approval for use of the Sick Leave Bank within the guidelines of this Article will be determined by a committee of three (3) which will be appointed by the President of IBPO Local 569. The approved request for the Sick Leave Bank must then be made to the Human Resources Director in writing. Medical documentation verifying the nature and expected duration of the illness/injury and the member's incapacity to perform assigned duties must accompany the request and is necessary to process Sick Leave Bank requests. In the event that a member is physically or mentally unable to make a request, a family member or union representative may file it on their behalf. The maximum time limit under which an employee may be covered by the Sick Leave Bank program shall be three (3) months. A sworn member of the Police Department may transfer within any twelve (12) month period up to five (5) days of accumulated sick leave credits, vacation leave, personal leave, or compensatory leave to another employee under the Sick Leave Bank guidelines. The Department of Human Resources will be responsible for maintaining all records for the Sick Leave Bank.

(G) Catastrophic Leave Program. In the event that an employee's incapacity is diagnosed as terminal, i.e., the employee's illness is expected to inevitably lead to death in a short time, the employee may request Catastrophic Leave. Catastrophic Leave will be applied after the employee has exhausted all their accrued sick, personal, vacation, and compensatory leave but will not be deducted from the Sick Leave Bank. The City may ask the employee to

undergo, at the City's expense, a medical review by a physician approved by the City before granting Catastrophic Leave. The maximum time limit under which an employee may be covered by the Catastrophic Leave Program shall be one (1) year. The City Manager may approve an additional period of time in extraordinary circumstances on a case-by-case basis.

### **9.02 DEATH PAYMENT**

In the event of death, the beneficiary shall receive all sick and vacation pay accrued at the time of death.

### **9.03 IN LINE OF DUTY ILLNESS**

(A) In line of duty illness shall be in conformity with the General Laws of Rhode Island, 1956, as amended, §45-19-1.

Members of the Police Department covered by this agreement who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement. Members working pursuant to Section 15.01 of this agreement and who are injured in the line of duty shall receive the pay and benefits pursuant to Section 15.01 while their incapacity exists or until they are placed on disability retirement. This section is in conformity with General Laws of Rhode Island, 1956, as amended, §45-19-1.

(B) Hypertension shall not be considered a "line of duty" illness unless a member's doctor and a physician designated by the City shall certify that the member is incapacitated. In the event of a dispute, a third physician mutually agreed upon shall examine the member and his findings shall prevail.

(C) When a Patrol Officer or superior officer has been certified by the employee's physician or the City's physician as capable of performing light duties as a result of an injury or illness on or off the job, the City, consistent with its needs and in its best interest, shall assign such Patrol Officer or superior officers for light duty in the Department. Such

assignment shall be for such a period of time as to be determined by the Chief of Police but not to exceed one (1) year unless approved by the City Manager. The assignments to such light duty shall be on a "first out--first in basis" as available. Light duty assignments are not restricted to a particular shift or workweek. In the event the employee's physician and the City's physician disagree as to the employee's medical capability to perform light duties, a third physician agreed to by the Union and the City shall examine the member and the physician's findings shall prevail. The impartial physician will be selected through a "check off selection process" in contested cases. The Union and the City will each contribute three (3) names to establish a six-member panel. Each party will then strike two names from the list of six. The impartial physician will be selected from the remaining two (2) names by lottery. The physician selection process shall be completed within ten (10) calendar days from when the City notifies the Union. The impartial physician's fee shall be paid by the City.

Members who are injured on duty who normally are assigned to work a 5/2 schedule shall not receive nor accumulate compensation time while on injured-on-duty status.

All members on rotating status who are injured on duty but assigned to work light duty on a non-rotating schedule shall continue to earn vacation based on rotating status. Compensation time accumulated while on light duty assignment because of the difference between the 5/2 schedule and 4/2 schedule must be used as it is earned. Compensation time in excess of three (3) days cannot be accumulated to be used when the employee goes back on his regular 4/2 rotation schedule.

(D) In the implementation of Article 9.03, it is understood and agreed that the injured-on-duty employee's Blue Cross and Blue Shield coverage or any other health and medical plan he/she may have selected shall be used first to cover any medical bills; and any excess cost shall be paid by the City of East Providence. Members, if possible, must utilize doctors or health care facilities participating in the health care program which such

member selects. If such member chooses a doctor or health care facility not participating in the health care program selected by the member, any additional costs shall be borne by the member and will not be the responsibility of the City of East Providence unless there were emergency or extenuating circumstances or the situation required a specialist.

## ARTICLE X

### 10.01 VACATION

(A) All members of the bargaining unit with less than ten (10) years of departmental seniority shall earn sixteen (16) days per year vacation. All members with ten (10) years of departmental seniority but less than twenty (20) years of service shall earn twenty-four (24) days per year vacation time. All members with twenty (20) or more years of departmental seniority shall earn twenty-eight (28) days per year vacation time.

(B) Members will earn vacation at the higher rate for the full calendar year in the year that they complete ten (10) years and twenty (20) years of departmental seniority.

(C) Vacation leave earned or accrued in one calendar year will be taken in the following calendar year unless carried over under Section 10.03 (B). Only the amount actually earned can be taken by the employee.

(D) Vacation periods shall start the first full week in January and continue in two-week periods of twenty six (26) increments.

(E) Vacation earned may be accrued for a two (2) year period provided, however, that the member shall request in writing that his vacation be approved by the Chief of Police within five (5) days of such request. This request shall be made prior to or at the time that vacations are selected.



The City Manager may, in writing, extend the two (2) year period within which earned vacation may be accrued.

(F) No vacation shall accrue during extended absences in excess of thirty (30) days or more because of illness or injury off the job.

(G) Vacation requests shall be submitted by the member seven (7) days prior to the first calendar day requested off.

(H) Within the Patrol Division Platoon System:

- One (1) Lieutenant shall be allowed on vacation at any one time.
- One (1) Sergeant from each Platoon and two (2) Patrol Officers from each Platoon shall be allowed on vacation at any one time.
- One (1) Patrol Officer assigned to the Traffic Unit shall be allowed on vacation at any one time

(I) Within the Detective Division:

- Two (2) Detectives assigned to the day shift (not including BCI) will be allowed on vacation at any given time.
- Both members of the Juvenile Unit will not be allowed on vacation at the same time.
- One (1) Detective assigned to BCI will be allowed on vacation at any given time.
- One (1) Detective assigned to the night shift will be allowed on vacation at any given time.

## **10.02 PERSONAL DAYS**

Each member of the bargaining unit shall be permitted to take at any time and for any reason up to three (3) days off as Personal Days per fiscal year. Personal Days may not

be accumulated from year to year. No more than two (2) members from each Patrol Division Platoon shall be permitted to take Personal Days on any calendar day. Personal Days as of November 1, 2018 will be awarded to each member on a fiscal year basis (Nov.1-Oct. 31).

### **10.03 MATERNITY LEAVE**

The employee shall have the right to use any accrued leave for temporary disability due to pregnancy.

(A) The employee must present a statement from a recognized physician as to when, for health reasons arising from pregnancy, the employee should cease work or be placed on light duty. The City retains the right to a second physician's opinion, the cost of which shall be borne by the City. On the date the physician(s) agree(s) to work cessation, the employee will be placed on maternity leave. The employee may use her accrued leave during this time.

(B) After delivery, the employee may remain on maternity leave for up to a maximum of thirteen (13) weeks or the employee may be allowed to return to regular or light duty during that time if the employee's physician so advises. The City retains the right to a second physician's opinion, the cost of which shall be borne by the City.

(C) The employee may request an additional leave of absence without pay for up to one (1) year, during which time light duty will not be allowed. Approval is required from the Chief of Police and the City Manager/Mayor.

## **ARTICLE XI**

### **11.01 CLOTHING ALLOWANCE**

The Clothing Allowance for all members of the bargaining unit with the exception of Detectives as defined in Section 4.01 shall be two (2) shirts and two (2) pants both summer and winter issued annually and one (1) pair of shoes or boots annually, and other

uniform items (i.e. hat, winter jacket, spring jacket, tie, shoulder emblems and sweater) to be replaced as needed.

Detectives, as defined in Section 4.01, the Community Relations Officer, the Officer and Lieutenant in Prosecution, and the Officer in the Services Division who must appear in court shall receive a six hundred (\$600.00) dollar per year Clothing Allowance. Such allowance shall be paid in two (2) equal amounts on or about November 1 and May 1. An Officer promoted to the Detective Division during the year shall receive a prorated clothing allowance.

Protective gear shall be issued by the City of East Providence but separate from the uniform allowance.

An annual Clothing Cleaning and Maintenance Allowance of seven hundred fifty (\$750.00) dollars shall be paid quarterly.

#### **11.02 UNIFORMS**

The City of East Providence agrees to supply members of the bargaining unit with the following initial issue uniform: 1 hat, 1 jacket, 1 spring nylon jacket, 6 short sleeve shirts, 6 long sleeve shirts, 4 winter trousers, 4 summer trousers, 1 tie, 1 pair shoes or boots and shoulder emblems.

Retiring members will be allowed to keep two (2) sets of shirts and pants plus the balance of the members' uniform items but not the members' firearm.

#### **11.03 PROTECTIVE GEAR**

The City of East Providence agrees to supply members of the bargaining unit with the following protective clothing and equipment: rain gear, weapon, handcuffs, whistles, Sam Brown belts, holsters, batons, cartridge holders, keys, two (2) badges, handcuff case,

illuminated clothing for night duty, a rechargeable flashlight such as the following brand names Mag™, Stream Light™ or a flashlight of equal or better of these, pat down gloves and other equipment supplied for normal course of duties. The City will maintain an adequate supply of riot helmets, and ammunition and make them available as needed.

All clothing and equipment purchased or supplied under this article shall be approved by the Chief of Police.

An additional weapon may be carried by Police Officers so long as the weapon is approved by the Chief of Police, the weapon is purchased at the expense of the employee, the Chief of Police approves of the location where the weapon is carried, and the weapon is registered with the department.

## ARTICLE XII

### **12.01 HEALTH COVERAGE**

(A) All members of the bargaining unit covered by this contract shall be entitled to receive full family coverage, Healthmate Coast to Coast under Blue Cross of Rhode Island if married or legally responsible for dependents, and shall be entitled to a Student to Age 25 Rider and a Chiropractic Rider. The plan will contain a \$15.00 co-pay provision for medical office visits, a \$50.00 co-pay provision for emergency room visits and a prescription drug plan with a 20% co-pay provision for generic drugs, a 25% co-pay provision for name brand drugs, and a 30% co-pay provision for preferred drugs as defined by Blue Cross/Blue Shield of Rhode Island. Both parties recognize that the rapidly changing health care delivery system may mean further changes in the future, but the City will provide an equivalent health care plan upon mutual agreement of the parties.

(B) Employees who retire on or after November 1, 1985 shall receive healthcare insurance until such time as they secure employment elsewhere with equivalent medical-health insurance or until they are eligible for Medicare or Medicaid upon reaching their age

eligibility for Medicare, Medicaid or Social Security benefits whether or not such benefits are actually received.

If an employee receives such insurance under a policy held by a spouse, then the City of East Providence shall not be required to purchase said insurance for the retired employee.

Medical Health Insurance shall mean the same health insurance provided for in the present collective bargaining agreement between the Union and the City but shall not include any dental plan.

If a retired employee or spouse loses equivalent insurance as provided above, the City will reinstate City coverage until such equivalent insurance is secured or until the employee is eligible for Medicare or Medicaid.

For members hired after October 31, 2014, retirees would be responsible for a twenty (20%) percent co-share towards the cost of their health care plan.

(C) During the term of this agreement, the City may substitute an equivalent medical/dental insurance plan instead of Blue Cross if such plan is mutually agreed to by the parties. The question of mutual agreement shall be subject to arbitration.

(D) As of the following pay period, the members of IBPO Local 569 are in agreement to a co-share in the health care premium for the health care coverage provided by the City in the following amounts and for the following contractual years.

1. Effective November 1, 2014, all members shall contribute ten (10%) percent towards their health care premium except for members in HSA through December 31, 2014. Effective January 1, 2015, the foregoing HSA members shall be transferred to the City's current plan as outlined in Section 12.01 of the collective bargaining agreement.

2. Effective October 31, 2016, the foregoing health care premium co-share for all members shall increase to fifteen (15%) percent.

3. Effective October 31, 2017, the foregoing health care premium co-share for all

members shall increase to twenty (20%) percent.

#### **12.02 DENTAL COVERAGE**

The City shall provide and pay for dental coverage Levels I, II and III for individual members and Levels I, II, III and IV if the member is married or has eligible dependents, and the Student to Age 25 Rider.

The member shall contribute a premium co-share on a pre-tax basis towards the cost of the dental plan premium provided by the City as follows: five (5%) percent commencing on November 1, 2020, and ten (10%) percent commencing on November 1, 2021.

#### **12.03 DUPLICATE COVERAGE**

When a member of the bargaining unit and a spouse are both employees of the City of East Providence, then the City of East Providence need not buy both employees health or dental coverage; but the City shall provide the spouse so employed with the better of either plan. In the event the spouse employed with the coverage shall retire, resign or be terminated for any reason, then the other spouse without the coverage shall be immediately granted coverage without any waiting period. In the event the spouse without coverage shall receive a better plan than the other spouse during the course of any negotiations, the City shall immediately implement the better of the two plans in conformance with the spirit of this section.

#### **12.04 EXCEPTIONAL CIRCUMSTANCES COVERAGE**

The City will provide the health/dental benefits in force for active members for the spouse and children of an Officer killed in the line of duty.

### ARTICLE XIII

#### 13.01 TIME OFF WHILE PERFORMING IBPO DUTIES

All employees covered by this agreement who are Officers of East Providence Local 569, International Brotherhood of Police Officers or who are appointed as members of said Local's Collective Bargaining Negotiating Committee (not to exceed five (5) members) shall be allowed time off with pay for official Local business in negotiations and/or conferences with the City Administration. The employees covered by this agreement who are Officers shall also be allowed time off with pay, not to exceed two (2) members for attendance at national Local business and without requirement to make up said time. With respect to State Local business, there shall be allocated the maximum of eighteen (18) man days per year for the purposes of attendance at State Local meetings and conferences with pay and without requirement to make up said time.

### ARTICLE XIV

#### 14.01 RULES AND REGULATIONS

The Chief of Police is responsible for promulgation and issuance of the Rules and Regulations of the Department.

All members of the bargaining unit shall be furnished with a complete set of revised Rules and Regulations governing the Police Department.

### ARTICLE XV

#### 15.01 TEMPORARY SERVICE OUT OF RANK

Members of the East Providence Police Department covered by this agreement up to and including the rank of Captain who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at the same grade as the Officer replaced.

## ARTICLE XVI

### 16.01 BEREAVEMENT PAY

In the event of a death occurring in the immediate family of a member of the Police Department, the City of East Providence agrees to pay such member for time lost not to exceed a period of four (4) days for the purpose of attending funeral services and making necessary arrangements therefor. A fifth (5<sup>th</sup>) day may be granted at the discretion of the Chief of Police. The term "immediate family" shall be defined to include father, mother, spouse, children, stepchildren, brother and sister of a member, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, and brother-in-law. In the event of a death occurring of an aunt, uncle, niece or nephew of a member of the Police Department, the member shall receive one (1) day of bereavement leave.

In the event of the death of a relative other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief of Police for attendance at the funeral.

### 16.02 KILLED IN THE LINE OF DUTY

When a Police Officer is killed in the line of duty, the City of East Providence will pay for the normal and customary funeral expenses associated with such a death as approved by the Chief of Police in consultation with the IBPO President.

## ARTICLE XVII

### 17.01 COURT TIME

Anytime a Police Officer is required to appear in court on a scheduled short day, that Officer shall be given the rest of the day off in lieu of court pay.

(A) Court time on a Police Officer's long day or day off shall be at time and one half (1.5) rate of pay with a minimum of four (4) hours pay.



(B) Any member covered by this agreement placed on standby status for court appearances or grand jury shall be compensated as specified in Section (A) Court Time.

(C) When any member is a named defendant in a civil action or an alleged negligent party, that member will be paid at the "detail rate" per hour when off duty for the time actually spent in court. Police Officers will not be paid when required to appear for hearings, depositions, interviews, witness statements, and meetings but will receive compensatory time (hour for hour) at straight time. Further, if a member desires counsel other than the City Law Department pursuant to such a case, the member shall be responsible for legal fees and related expenses.

### ARTICLE XVIII

#### **18.01**    DETAILS

(A) Any Patrol Officer, Corporal or Sergeant assigned to a private or special detail shall be compensated at time and one-half (1 ½ ) of the top step of their respective pay grade. Any Lieutenant or Captain who is assigned to a private or special detail shall be compensated at a rate of time and one-half (1 ½ ) at the top step of a Sergeant. For any detail requiring more than five (5) officers, there will be a Supervisor or a senior Patrol Officer in charge who shall be compensated at time and one-half (1 ½ ). All special details shall be paid at four (4) hour minimum and the cancellation of a special detail on less than two (2) hours notice shall require a minimum of four (4) hours pay. The detail rate of pay as described above for the period November 1, 2017 – October 31, 2019 will be based on the salary rates in effect as of November 1, 2017, as detailed in Article VIII, Section 8.01. On November 1, 2019, the detail rate as described above will be based on the salary rates in effect as of November 1, 2019, as detailed in Article VIII, Section 8.01, and will remain in effect until the expiration of this contract on October 31, 2022. There will be no retroactive

pay reflecting the salary increase for detail pay from November 1, 2017 until the signing of this contract.

(B) The City agrees to review all private details and their related working conditions. The City also agrees to promulgate rules with regard to working conditions on private details and also to take into consideration any recommendations made by the IBPO in that regard and to ascertain that the detail is consistent with Police duties.

(C) All permanent members of the East Providence Police Department shall have priority on all details. Retired Officers shall have priority on all details and school crossings over Traffic Control Officers on special details.

(D) Retired members shall wear the same uniform as permanent members and shall buy their own uniforms when needed.

(E) Special details for women when requested shall rotate among all eligible female personnel.

#### **18.02 INJURIES-SPECIAL DETAILS**

Whenever an Officer of the East Providence Police Department covered by this agreement who has been assigned to private special details is injured in the course of such detail, that Officer shall be compensated by the City of East Providence 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 §45-19-1 of the General Laws of Rhode Island, 1956, as amended.

## **ARTICLE XIX**

### **19.01 HOLIDAY PROCEDURE LUNCH PERIOD**

On the following holidays, Christmas, Thanksgiving, New Year's Day and Easter, members covered by this agreement shall be allowed one (1) hour for lunch while still on call.

Such lunch period as mentioned above shall apply to those Officers working the first, second, and third tours of duty.

## **ARTICLE XX**

### **20.01 WEARING OF UNIFORM**

The wearing of summer short sleeve shirts shall be between April 1st and October 31st. The wearing of a hat is at the Police Officer's discretion. The Chief may require the wearing of a hat at certain times and for certain events or occasions. The wearing of other Police clothing shall be at the discretion of the Chief of Police.

## **ARTICLE XXI**

### **21.01 INFORMATIONAL MEETINGS**

(A) As a means of fostering better communications and cooperation between management and the Union, as needed meetings will be held between the City Management Team and the Union Executive Board not to exceed five (5) members of the Executive Board at any one meeting. During such meetings, matters affecting the health and safety of members of the bargaining unit shall be discussed as well as other matters which affect the efficient providing of Police protection to all citizens.

(B) These meetings will be called by the City Management. Members of the Union Executive Board shall not be paid for their attendance at such meetings if they are not on duty when the meetings are held.

(C) These meetings are for the purpose of providing a dialogue between Management and the Union. In no way are they to be used for the resolution of grievances which come under the provisions of Article XXVI.

## ARTICLE XXII

### **22.01 PENSION**

(A) Effective November 1, 1982, a member on completion of twenty (20) or more years of credited service may retire on a service retirement annuity regardless of age.

(B) Members hired after October 31, 2014 shall be eligible for retirement at age fifty (50) with twenty-five (25) years of service.

(C) Members retiring after November 1, 1982 but prior to November 1, 1983 shall be entitled to a three (3%) percent non-compounded cost of living increase on November 1, 1984 and on each November 1 thereafter.

(D) Members retiring after November 1, 1983 but prior to November 1, 1984 shall be entitled to a three (3%) percent non-compounded cost of living increase on each anniversary date of their retirement.

(E) Members retiring on or after November 1, 1984 shall not be entitled to a three (3%) percent non-compounded cost of living increase on each anniversary date of their retirement.

(F) Members retiring after November 1, 1984 shall be entitled to a three (3%) percent compounded cost of living increase on each anniversary date of their retirement provided they are at least fifty (50) years of age at the time of retirement.

(G) Members retiring after November 1, 1984 who are less than fifty (50) years of age at the time of retirement shall also be entitled to such annual three (3%) percent compounded cost of living increase, the first such increase to be payable on their fifty-first (51<sup>st</sup>) birthday.

(H) Members retiring on a non-disability service retirement after November 1, 1991 shall be entitled to a three (3%) percent compounded cost of living increase on each anniversary date of retirement regardless of their age.

(I) Members hired after October 31, 2014, shall have their cost of living increase capped at two and a quarter (2.25%) percent per year, non-compounding.

(J) Members retiring after November 1, 1985 shall have their pension computed on their last year's salary instead of the average of their last three (3) years' salary.

(K) Members hired after October 31, 2014, shall have their pension computed based on the average of their final three (3) years' salary.

(L) Effective the first pay period of December 2003, members will contribute eight (8%) percent of their salary and longevity pay into the Firemen's and Policemen's Pension Fund.

(M) Effective November 1, 2015, members will contribute nine (9%) percent of their salary, longevity and holiday pay into the Firemen's and Policemen's Pension Fund.

(N) Effective November 1, 2020, Firemen's and Policemen's Pension Fund contribution shall be increased by one half (1/2%) percent of the member's salary, longevity, and holiday pay, over the life of the contract according to the following schedule:

Year One (2017 -- 2018)	0%
Year Two (2018-2019)	0%

Year Three (2019 – 2020)        0%

Year Four (2020 – 2021)        .25%

Year Five (2021-2022)        .25%

For a total of 9.5%

(O) As of November 1, 2018, a member's retirement annuity will be calculated to a maximum accumulation of seventy-two (72%) percent according to the following formula:

2 ½% for each of the first 24 years

2% for each of the next 6 years

(P) Members on disability pensions from November 1, 1991 forward will be allowed to earn the difference between their disability pension and one hundred fifty (150%) percent of the current salary plus longevity and holiday pay for the position from which they retired on disability pension with no penalty.

(Q) Effective October 1, 1993, members will contribute eight (8%) percent of their holiday pay into the Firemen's and Policemen's Pension Fund. Members who worked in staff positions prior to September 30, 1999 (5 days on and 2 days off) will make a contribution into the Firemen's and Policemen's Pension Fund equivalent to eight (8%) percent of the monetary value of their holiday leave for the time they held those positions. This will allow their base salary to include holiday pay for pension calculation purposes only for the time they worked a 5 days on, 2 days off staff schedule.

(R) Effective October 1, 1995, Officers already on disability pension under age fifty one (51) shall be granted an automatic three (3%) percent COLA on October 1, 1995 and each subsequent October 1st. For those Officers retiring on disability after October 1, 1995, the annual three (3%) percent COLA adjustment shall be each anniversary of their disability retirement.

(S) The pension for the spouse of an Officer killed in the line of duty will be three (3%) percent compounded COLA retroactive to December 27, 2001.

(T) Any member who takes an acting position by General Order may choose to use that time for retirement/pension purposes upon making the appropriate additional pension contribution based on said acting time provided that all of said time is within twelve (12) months of the retirement date of said member.

(U) All members of the bargaining unit as of November 1, 2008 shall receive an additional one percent (1%) of their retirement benefit salary.

### **ARTICLE XXIII**

#### **23.01 EDUCATIONAL REIMBURSEMENT**

Pursuant to State Law to receive reimbursement for educational expenses, members must successfully complete the course.

### **ARTICLE XXIV**

#### **24.01 LIFE INSURANCE**

Each member of the bargaining unit shall be provided with a \$45,000.00 life insurance policy during their active service and a \$7,500.00 life insurance policy upon retirement. Members hired after November 1, 2019 will not be entitled to the \$7,500.00 life insurance policy upon retirement.

The City's obligation with regard to life insurance is limited solely to the payment of its cost of the insurance program, and employees and their dependents and beneficiaries shall be entitled to benefits only in accordance with and governed by the terms and conditions of the insurance policy issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in this section directly to employees or their dependents or beneficiaries. However, in the event of a lapse in the insurance policy or in the event the City acts as a self-insurer, then the City will be liable for the full extent of the policy.

**ARTICLE XXV**

**25.01 LIABILITY PROTECTION**

In the event that a Police Officer is sued civilly as a result of an incident which arose in the course of employment as a Police Officer, the City shall defend the Police Officer in said civil claim and pay any judgment resulting therefrom. However, in the event that a criminal investigation and/or complaint is involved, the City shall defend said Police Officer only after all criminal matters concerning said Police Officer have been finally adjudicated. The City shall not be obligated to defend a Police Officer in criminal proceedings involving said Police Officer. However, the City shall pay all reasonable attorney fees incurred by a Police Officer if said Police Officer is finally adjudicated not guilty.

**ARTICLE XVI**

**26.01 GRIEVANCE PROCEDURE**

For the purpose of resolving alleged grievances of employees of the East Providence Police Department arising out of the interpretation of this contract, the following grievance procedure is accepted by the City:

(A) When an Officer feels aggrieved, that Officer shall within forty-eight (48) hours bring it to the attention of the Board of Directors of the International Brotherhood of Police Officers in writing to determine the justification of the complaint.

(B) If the Board of Directors feels that there is justification in the complaint, it shall appoint a representative to arrange a meeting within ten (10) days thereof with the Chief of Police and the Human Resources Director. The Chief of Police will answer all grievances within ten (10) business days. If agreement cannot be reached, the decision of the Chief of Police shall be appealed to the City Manager.

(C) In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the City as aforesaid within ten (10) business days, the matter shall be submitted to arbitration as set forth herein.



**26.02 ARBITRATION**

Within five (5) days from the expiration of the period set forth in Section 26.01 (C) of this article, the aggrieved party may file for arbitration under the Rules of the American Arbitration Association. It is agreed that the arbitrator shall have no power to modify the terms of this agreement. All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

**ARTICLE XXVII****27.01 WORK STOPPAGE**

In consideration for the right to a resolution of disputed questions under the terms and provisions of Title 28, Chapter 9.2 of the General Laws of Rhode Island, 1956, as amended entitled "Policemen's Arbitration", permanent Police Officers of the East Providence Police Department shall have no right to engage in any work stoppage, slowdown or strike.

**ARTICLE XXVIII****28.01 DRIVERS LICENSE**

All employees must have a valid driver's license. If a license becomes suspended or is otherwise taken away, the employee shall have thirty (30) days to obtain a valid license.

**ARTICLE XXIX****29.01 AGREEMENTS**

All agreements between the City and the IBPO will be in writing.

**ARTICLE XXX****30.01 SPECIAL POLICE OFFICERS**

All retired Police Officers shall automatically become Retired Police Officers.

**ARTICLE XXXI****31.01 PHYSICAL EXAMINATION**

(A) All employees shall be required to undergo a comprehensive physical examination once every three (3) years by a physician selected by the Officer from a list of two (2) physicians mutually agreed upon by the Union and the City. The cost of such examination not covered by a member's health plan will be borne by the City. The employee will take the examination on his own time at no overtime cost to the City.

(B) With respect to participation in the program, if an Officer is diagnosed as having a propensity toward hypertension or heart disease or if the Officer is found to have existing hypertension or heart disease, the Officer shall be required to follow the medical advice of the examining (or attending) physician.

**31.02 PHYSICAL FITNESS PROGRAM**

Members are eligible for a one hundred (\$100) dollar per year reimbursement for a gym membership of their choice once proper documentation is submitted to the Chief of the Department.

**ARTICLE XXXII**

**32.01 OTHER POST EMPLOYMENT BENEFITS (OPEB)**

Members of the Police Department effective November 1, 2015 shall contribute one-half (1/2%) percent of the members' salary toward the "Other Post Employment Benefits" (OPEB) obligation of the City. Effective November 1, 2016 said (OPEB) contribution shall increase to one (1%) percent of members' salary. Effective November 1, 2018 said (OPEB) contribution shall increase in accordance with the following schedule:

Year One (2017-2018)	0%
Year Two (2018-2019)	.25%
Year Three (2019-2020)	.25%
Year Four (2020 – 2021)	0%
Year Five (2021-2022)	0%

For a total of 1.5%

**ARTICLE XXXIII**

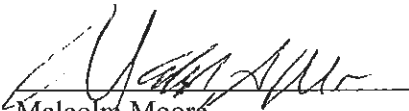
**33.01 DURATION OF THIS AGREEMENT**

This agreement shall be for a term of five (5) years commencing on the first day of November 2017 and ending the 31st day of October 2022. This agreement shall continue and remain in full force and effect from year to year thereafter unless either party at one hundred and twenty (120) days prior to the expiration date in any year gives to the other party written notice of its intention to terminate or amend this agreement.

IN WITNESS WHEREOF, the City of East Providence has caused this agreement to be executed and its corporate seal to be affixed by Malcolm Moore, its Acting City Manager thereunto duly authorized by the City Council of the City of East Providence as of the day and year first above written; and the East Providence Local No. 569, International Brotherhood of Police Officers caused this instrument to be executed by its President and Secretary thereunto duly authorized as of the day and year first above written.

CITY OF EAST PROVIDENCE

EAST PROVIDENCE LOCAL 569, IBPO

  
Malcolm Moore  
Acting City Manager

  
Kevin Feeney  
President

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date 4/24/18

\_\_\_\_\_  
Date 4/24/18

Reviewed and approved in accordance with 45-9-10-1 et al.

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Paul Luba, Administration & Finance Officer