

**AGREEMENT**

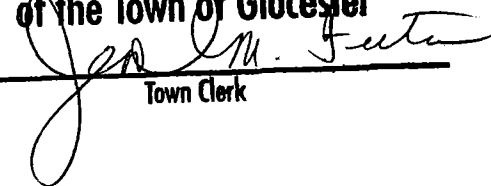
**BETWEEN THE TOWN OF GLOCESTER**

**AND THE**

**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS**

**JULY 1, 2016 TO JUNE 30, 2019**

**ATTEST: A true copy of Records  
of the Town of Gloucester**

  
\_\_\_\_\_  
Town Clerk

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Agreement made and entered into this the \_\_\_\_\_ 2017, by and between the Town of Glocester, a municipal corporation located in the State of Rhode Island and the International Brotherhood of Police Officers Local #638, a non-business corporation, located in Glocester, Rhode Island.

## ARTICLE I RECOGNITION

The Town of Glocester recognizes the International Brotherhood of Police Officers, as the sole and exclusive bargaining representative for all full-time, regular police officers, excluding the Chief of the Police Department as certified by the State of Rhode Island Labor Relations Board in Case No. EE-3304, in its Certification dated March 21, 1983, and excluding the position of Captain for the purpose of collective bargaining as to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment.

The membership, as a group, reserves the right to secure the bargaining agent of their choice provided that they notify the Town Council and the Chief of Police within thirty days following the effective date of such change, at which time this agreement shall remain in full effect between the Town and the new bargaining agent.

The Town agrees that it will not discriminate against a member of the bargaining unit as a result of membership in or lawful activity on behalf of Local #638 IBPO (the "Union").

The Union shall not discriminate against any member of the bargaining unit because of non-membership in Local #638 IBPO or because said member refrains from engaging in any activities of the Union.

All members of the bargaining unit shall have the right to voluntarily join or refrain from joining the Union. Those members who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying the costs in connection with its legal obligations and responsibilities as the exclusive bargaining representative.

The aforesaid fee shall be payable in accordance with the regular payroll schedule, and the sum shall not exceed the regular dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those members who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union.

Upon receipt by the Town of signed, voluntary authorization cards from members of the Union, the Town agrees to deduct Union membership dues levied in accordance with its constitution and by-laws from the pay of said Union members, (along with the service fee for non-union members), and remit the aggregate amount to the designee of the Union. Such remittance shall be made in accordance with the regular payroll schedule.

The Union shall defend, indemnify and hold the Town and any of its agents, representatives, employees and functionaries harmless from any and all claims, suits, orders, judgments, costs and liabilities brought, issued or assessed against the Town which arise out of the dues and service fee deduction provisions of this agreement of the Town's compliance therewith.

## **ARTICLE II SENIORITY**

Seniority of police officers of the Town of Gloucester shall be computed according to rank and according to continuous service in such rank. In the case of patrolman, seniority shall be computed according to continuous service from the date of employment as a full time police officer for the Town of Gloucester.

The computation of "continuous service" as herein above referred to, shall include such period of time when as a police officer of the Town of Gloucester Police Department, after his/her date of original employment, the police officer shall be engaged in involuntary active duty in the armed forces of the United States; provided, however, that such period of involuntary active duty shall not include a period of voluntary reenlistment or other voluntary extension of military duty beyond the time of the original period of such involuntary active duty.

Police officers of the Town of Gloucester Police Department shall be allowed to choose their work shifts on a seniority basis; provided, however, that the Chief shall be empowered to assign officers to appropriate shifts for training and to ensure adequate supervisory presence. Shift selection shall be made during the first week in April and in the first week in October of each year. Police officers will not be compensated for extra hours worked as a result of shift changes during the first week in April of each year.

New police officers shall be considered probationary employees for a period of one (1) year from the date of their appointment, excluding time spent in attendance at the Police Academy. Probationary employees shall have no seniority rights and may be discharged for any reason during the term of their probation. Once an employee has completed his/her probationary period, his/her seniority shall relate back to the date of his/her appointment.

Temporary 120 day rule: An officer may be transferred on a temporary basis as determined by the Chief of Police to fill any vacancy that occurs within the police department. The temporary assignment can be up to 120 days for investigation purposes. The temporary assignment will not change the officer's rank and seniority will revert back to the original position when temporary assignment is completed. Temporary assignments will be mutually agreed upon with the Chief of Police and the assigned officer.

### **ARTICLE III VACANCIES**

The rights of seniority will be observed in the filling or assignment to temporary vacancies within the Town of Gloucester Police Department, subject to the agreement of the Chief of Police. However, no police officer of the Town of Gloucester Police Department shall be required to work two (2) consecutive shifts of duty two (2) days in a row, except in an emergency as designated by the Chief of Police. In the event that such police officers shall elect not to accept assignment to fill such vacancy or vacancies, or shall fail to accept such assignment when called, then, and only in such event, may the Chief of Police fill such vacancy or vacancies by the assignment of his choice of a regular (in accordance with Article V, Section 2) or special officer of the Town of Gloucester Police Department.

Any temporary vacancy resulting from the absence of, or need for, a police officer, for any reason will be offered to full-time police officers, below the rank of Chief of Police, on a rotating basis. A list, in order of seniority, will be maintained. Any vacancy will be offered in accordance with the list until said vacancy is filled. Once an officer is offered a shift, regardless of his/her choice, he/she will go to the bottom of the list for the next vacancy. An officer will not go to the bottom of the list if he/she is unavailable for the shift because of patrol or other required duty for this Department or when he/she is on vacation, personal, sick, emergency or injured time. Special details or other voluntary assignments will not be considered required duty.

The determination as to whether a vacancy or vacancies on a shift will be filled will be the sole responsibility of the Chief of Police.

In the event that it becomes necessary for the Town to layoff police officers of the Town of Gloucester Police Department, such layoff shall be by rank and shall be those police officers within such rank as have the least amount of seniority. A police officer displaced from his rank because of a layoff may bump any officer with less Department seniority in a lower rank.

When permanent vacancies occur within the Gloucester Police Department, such vacancies shall be filled as soon as possible once the Town Council determines, in its discretion, to fill such vacancies.

#### **Flex Time**

Effective January 13, 2014 the Chief of Police will have the option to flex a supervisor or a patrol officer for a designated assignment. This flex schedule will not affect minimum man power requiring of two (2) officers per shift and will not circumvent overtime. Any flex schedule over two (2) consecutive shifts (eight (8) days) the Chief will notify the union.

## ARTICLE IV

### SCOPE OF EMPLOYMENT

The duties of the police officers in the Town of Glocester Police Department shall be the repression and prevention of crime, the enforcement of the Ordinances of the Town of Glocester, and the Statutes of the State of Rhode Island; such other necessary administrative and service functions as may be prescribed by the Town of Glocester in accordance with the provisions of the Ordinances of the Town of Glocester and/or the Statutes of the State of Rhode Island; and such other administrative and service functions as may be prescribed by the Chief

## ARTICLE V

### HOURS OF WORK AND OVERTIME

#### Section 1: OVERTIME

All employees covered by this agreement who are required to work beyond their normal work schedule shall be paid at a rate of one and one-half times the officer's regular hourly rate.

#### Section 2: CALLBACK

Any police officer of the Town of Glocester Police Department who is called in to work for any period of time which is not a continuation of his/her regularly scheduled shift, either before or after said shift, shall be paid one and one-half times his/her regular hourly pay for a minimum of four hours.

All mandated in-service training shall be compensated at time and one-half for a minimum of two hours.

Order back for all regular police officers shall be administered on a rotating list, starting with the junior officer within each rank, with said list to be in effect annually from July 1 through June 30.

No police officer will be called back from annual vacation, personal, family sick and sick or compensatory leave except in cases of emergency.

#### Section 3: HOURS OF EMPLOYMENT

The regular workweek for police officers shall consist of four (4) consecutive days of eight (8) hour shifts followed by two consecutive days off.

#### Section 4: COURT TIME

Police officers of the Town of Gloucester Police Department who are required to be in attendance at any court involving a criminal, civil or administrative proceeding arising of their services in said Department shall, at the option of the employee, be paid at the rate of time and one-half requested monetarily or at time and one-half if requested in compensatory time. In the event a court appearance is cancelled, the officer shall be entitled to two (2) hours at time and one-half, if said officer was not cancelled within at least eight (8) hours of notice. A Department car shall be supplied when available to said Officer for transportation to and from court. Compensation for court time at time and one-half will be paid only if the employee otherwise completes his/her scheduled workweek during the pay week in question. Court time shall otherwise be compensated at straight time.

#### Section 5: SHIFTS

a. The Town agrees to assign at least two (2) patrols per shift. For proper utilization of manpower, in the event of a long-term illness [other than annual leave], in excess of eight (8) consecutive work days, the Chief of Police may reassign an officer from another shift to fill the long-term vacancy. (See Article III, Vacancies).

The hours of an officer's schedule will not change without at least eight (8) hours of notice in advance. This will not affect the call back or order back policy.

Notwithstanding the above, when a known long term vacancy (illness or IOD) occurs or the Chief has knowledge that such a long term vacancy will occur or will last longer than eight (8) consecutive days, the Chief will have the authority to reassign *an* officer to fill said vacancy for the duration of the vacancy (illness or IOD).

b. There is available from the Office of Highway Safety certain grants, to wit: Alcohol Grant, Speed Grant, CIOT Grant and Child Seat Grant. It is the policy of the Gloucester Police Department that these funds are available to the Collective Bargaining Unit for the purpose of providing extra time for an additional officer for Thursday through Saturday evenings in accordance with Article V, Sections 1 and 2. Since it is voluntary, it is important that the members take advantage of these available funds. The hours will be from 18:00 to 02:00 hour. The officer working this shift shall assist with the work load and take calls as needed, as well as following in on calls for officer safety. The additional shift cannot be filled by ordering an officer back to fill this vacancy, therefore, the Union agrees that this shift shall not be filled for that evening when an officer does not voluntarily sign up for the shift vacancy. Officers may split this overtime shift up with another officer to maximize the filling of these shifts.

Section 6: FIELD TRAINING OFFICER (FTO) PAY

The Town will pay to an officer working as an FTO and who performs as an FTO to train a probationary officer an extra \$2.00 per hour for all FTO hours actually worked or performed in that capacity up to a maximum of 448 hours (56 tours of duty as an FTO).

All FTOs will be selected and assigned by the Chief of Police or his designee.

**ARTICLE VI  
SPECIAL DETAILS**

Police officers are to be compensated at the rate of senior patrol officer's rate plus one-half of the rate for all Town, civic and school related details and time and one-half the detail rate on holidays. Road construction, utility, security and other traffic details will be payable at a uniform rate equal to time and one-half of the sergeant's hourly rate. All details will be paid at a minimum of four hours, and any period in excess of fifteen minutes beyond each hour will be counted as one full hour. On all non-town, civic or school related details, officers shall receive time and one-half the detail rate after eight (8) consecutive hours as well as all Saturdays, Sundays and holidays. The police officers of the Town of Gloucester shall have the right of first choice on any detail.

The Town agrees that commencing July 1, 2014 it will provide a financing mechanism so that no later than December 31, 2014 officers who work a detail shall be paid by the Town of Gloucester no later than thirty (30) days after that detail has been worked, regardless whether the Town has received any monies owed to them by an outside vendor(s) and/or other entities. In the event the Town is owed monies from an outside(s) vendor and/or entities, it shall be the Town's sole responsibility to collect any outstanding debt.

Details shall be assigned in accordance with a rotating list. In the event that no regular member is available, details shall be assigned to retired members, then to officers of other police departments.

Police officers of the Town of Gloucester Police Department engaged upon special details shall be subject to all the rules and regulations of the Town of Gloucester Police Department. Any police officer of the Town of Gloucester Police Department injured while on assignment for such special details shall receive the same rights, privileges and benefits to which he/she may have been entitled as a police officer of the Town of Gloucester Police Department. At least two (2) officers shall be assigned to any detail which requires the control of a gathering of one hundred (100) or more people, unless the Chief and the Union shall agree otherwise in cases where no reasonable risk of any problem exists.



## ANNUAL LEAVE

Effective July 1, 2013, Police Officers of the Town of Gloucester Police Department who have been in continuous service to the town shall receive their vacation time on July 1st of each year according to the schedule and terms as set forth below. Officers must complete applicable years of service before moving to the next schedule tier.

00 to 01 years: 96 hours - Newly hired officers (including municipal academy recruits shall earn annual leave a rate of 8 hours per month, on a pro-rata basis. After (1) one year of probation newly hired officers will receive the below annual leave schedule the following July 1st after completing (1) one year of service.

01 to 05 years:	96 hours
06 to 10 years:	128 hours
11 to 15 years:	160 hours
16 to 20 years:	192 hours

At the end of each fiscal year, each police officer may choose to be paid as many as five unused annual leave days at his/her regular rate of pay instead of carrying them into the next fiscal year. The maximum cumulative vacation time that may be carried for all officers employed with more than one (1) year into the next fiscal year is 160 hours.

If an officer who has between one (1) year of continuous service through nine (9) years of continuous service with the Town of Gloucester and voluntarily severs/terminates their employment, he/she will have deducted from their severance pay an amount equal to 1/12 of the annual vacation allotment for each month they are not employed in that fiscal year (pro-rated). Should no severance be owed to the officer, the officer shall be responsible for reimbursing the Town of Gloucester for the time used.

All officers who have ten (10) years or more of continuous service shall be eligible for a maximum severance of 256 hours of vacation pay at the officer's hourly rate of pay. (This is calculated with the maximum 160 hours carry over and 50 per cent of the July 1<sup>st</sup>, fiscal year maximum 192 hours.) There shall be no penalty for officer's leaving prior to the end of that fiscal year. Nothing shall preclude the officers from utilizing the remaining up front annual leave time up to the maximum 96 hours.

Effective July 1, 2014, each employee shall also receive 32 hours of personal time per year. All requests for such leave will be made to the Chief of the Gloucester Police Department.

No more than three (3) officers shall be granted time off during a twenty-four (24) hour period. This includes annual leave, sick leave, and compensatory time.

One (1) additional officer shall be allowed off on personal time bringing the total number of officers that shall be granted time off to no more than four (4) officers in a twenty-four (24) hour period.

The Town agrees that officers may not be refused time off as long as they do not exceed the maximum amount of officers being allowed off in a twenty-four (24) hour period.

### **LIGHT DUTY**

At the Chief of Police and officers discretion, an officer who is on extended sick leave may request a light duty police station assignment if he/she is capable of performing a light duty assignment. The Town agrees to the following as it pertains to a light duty assignment.

1. The Chief of Police shall inform the officer of the nature and schedule of the light duty assignment. If the officer's schedule is changed to accommodate the light duty assignment, i.e. being placed on an Administrative Schedule, the change in schedule cannot be longer than sixty (60) calendar days without the approval of the Union.
2. The light duty assignment must be approved in writing by the officer's treating physician.
3. An officer cannot be ordered back to light duty.
4. The officer shall be granted time off for doctor's visits and/or therapy.

### **ARTICLE VII-A MUTUAL SWAPS**

Police officers may elect to mutually swap working hours with another officer in the following manner: patrol for patrol and supervisor for supervisor; however, a supervisor may swap with an officer at the Chiefs discretion. Such requests will be made in writing to the Chief of Police. Said requests for mutual swaps must be in writing and signed by both officers at least forty-eight (48) hours in advance. All mutual swaps will be executed within a two-week rotation. The Chief has the discretion to deny the request for the following reason.

1. The swap is creating an unsafe condition, i.e., officer has just completed a double shift prior to starting a swap.

If an Officer agrees to a swap and does not show up for that scheduled shift, that Officer shall be charged eight (8) hours Annual Leave.

**ARTICLE VIII  
HOLIDAYS**

Holiday pay shall be compensated at the rate of one (1) day of the police officer's annual base salary. Holiday pay will be added to the base salary of all officers each calendar year and will be paid once a year in the first payroll period in the month of December (starting in 2005). Police officers who actually work on a holiday shall receive time and one-half for hours worked on that holiday. Holiday pay shall not be used for the purpose of computing an officer's overtime rate. In the event that any police officer is not an employee of the police department during any holiday mentioned below and he received compensation for the holiday, the police officer shall reimburse the Town for the holiday or holidays in question. This section applies to the following holidays:

New Years Day	Labor Day
Washington's Birthday	Columbus Day
Martin Luther King Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July)	Christmas Day
Victory Day	Police Memorial Day (May 15)

**ARTICLE IX  
CLOTHING ALLOWANCE**

The Town of Gloucester shall supply to each newly appointed regular officer a complete new uniform, consisting of the necessary items agreed upon by the Chief of Police and the Union as set forth in the letter of agreement between the Town and the Union dated September 3, 1983.

After one year of continuous service, each member shall be reimbursed or allowed to charge up to a maximum of \$900 per year for mandatory police uniforms, uniform accessories and police equipment. Each officer will also receive \$850 per year for uniform maintenance.

Effective July 1, 2014 the reimbursement or allowance to charge shall be increased to \$950; uniform maintenance will be increased to \$900. Effective July 1, 2015 the reimbursement or allowance to charge shall be increased to \$1,000; uniform maintenance will be increased to \$950.

**ARTICLE X  
SICK AND EMERGENCY LEAVE**

Section I:       SICK LEAVE

The Town of Gloucester shall grant to each officer with one (1) year or more of service, 15 working sick leave days per year which will be credited in full to the officer's sick leave accumulation every year on July 1st. Such leave to be accumulated to a maximum of two-hundred (200) days. The Town of Gloucester may grant such additional days of sick leave as it may determine in its sole discretion. A newly hired officer(s) shall be granted sick leave at a rate of 1.25 days per month on a pro-rata basis until they complete their first year.

Sick leave shall be granted for the following reasons:

- a.       Illness or physical incapacity of the police officer which renders him/her unable to perform the duties of his/her current assignment of service;
- b.       Quarantine as established and declared by the Rhode Island Health Department or other competent authority for the period of such quarantine;
- c.       Illness or physical incapacity of the police officer's immediate family (5 days maximum per occurrence). This shall include paternity leave.

The Chief may require a physician's certificate or other satisfactory evidence in support of any request of sick leave with pay if an officer calls out sick on either his first or last scheduled day of work more than two (2) times in a twelve (12) month period, or more than two (2) consecutive scheduled work days.

Injury in the line of duty with the Town of Gloucester shall not be charged against sick leave. Sick leave shall not be regarded as any part of emergency leave or annual leave.

When an employee with fifteen (15) years or more continuous employment with the Town retires, he or she shall be paid for forty-five percent (45%) of the total amount of his or her unused accumulated sick leave, provided that the employee has accumulated at least forty-five (45) days unused sick leave.

**SICK LEAVE BONUS**

If an officer does not use sick time within one (1) fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), he/she shall receive an additional twenty-four (24) hours of vacation time above what is set forth in Article VI. Any officer who does not use any sick days for the fiscal year and is entitled to receive the additional twenty-four (24) hours vacation time, shall receive eight (8) hours of pay and sixteen hours (16) of vacation time which may be carried over to the next fiscal year. If an

officer use one (1) day within a fiscal year, he/she shall receive eight (8) hours vacation time which may be carried over to the next fiscal year.

## **VOLUNTARY DONATION OF ACCUMULATED SICK LEAVE**

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

b. In order to be eligible to receive donated sick leave, the member receiving the donation must be (a) suffering from a non-job related 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, domestic partner, or parent who does not reside within the household) whose illness requires the care of such member's available sick leave days. Furthermore in order to be eligible to receive a donation of accumulated sick leave, the member's accumulated annual vacation days, personal days, and sick leave must first be exhausted.

c. A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave 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 member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is higher rank within the department than the donating member).

## **Section 2: EMERGENCY LEAVE**

The Town of Gloucester agrees to grant to each police officer of the Town of Gloucester Police Department emergency leave of **four (4) working days** in the event of the death of such police officer's mother, father, spouse, child, brother, sister, grandfather, grandmother, mother-in-law, or father-in-law. The Town agrees to grant to each police officer emergency leave of 1 working day for the funeral of such police officer's brother-in-law/sister-in-law, aunt/uncle.

Emergency leave may be granted for such periods of time and for such reasons as the Chief may deem prudent and necessary. Emergency leave shall not be regarded as any part of sick leave or annual leave.



**ARTICLE XIII  
LONGEVITY**

The Town of Gloucester shall pay each police officer an amount equal to five percent of his/her base pay annually on his/her date of appointment, as an incentive for longevity. Such compensation will begin on the fifth anniversary of continuous service as a regular member of the Police Department. The percentage amount shall increase to:

6% on the tenth anniversary    7% on the fifteenth anniversary    8% on the twentieth anniversary

Effective July 1, 2012 the Town shall increase the above longevity incentives to each police officer by one-half ( $\frac{1}{2}$ %) percent to the following:

5.5% on the fifth anniversary

6.5% on the tenth anniversary    7.5% on the fifteenth anniversary

8.5% on the twentieth anniversary

**ARTICLE XIV  
GRIEVANCE PROCEDURE**

**Section 1:**

A grievance is defined as a complaint by an individual police officer or the Union that there has been a violation, misinterpretation, misapplication of the provisions of this Agreement or an established past policy practice; or if there is a health and safety issue that cannot be resolved; or if an officer is disciplined for two (2) days or less and the officer feels that the discipline was administered without just cause.

a.        Step 1. Within ten (10) days of the occurrence of the grievance, the Chief of Police or superior officer in charge of the shift shall be notified, in writing, of the nature of the grievance, and the Chief of Police and the police officer or police officers involved shall exercise every reasonable effort to resolve the said grievance.

b.        Step 2. Should the grievance not be resolved in Step 1 within ten (10) days of the receipt of the written grievance by the Chief of Police, the Union may refer the written grievance to the President of the Town Council or his/her designee for the purposes of further discussion.

c.        Step 3. Should the grievance not be resolved in Step 2 within ten (10) days of the receipt of the grievance by the President of the Town Council or his/her designee, the grievance should be submitted in writing to the Town of Gloucester Town Council, and within ten (10) days of the receipt of such written grievance, the Town Council shall meet, in private, together with the Union representatives, legal counsel and witnesses deemed necessary by the Town Council, and within two (2) weeks of such meeting, the Town Council of the Town of Gloucester shall

render its ruling on such grievance.

d. In the event that the grievance is not satisfactorily resolved, the Union may, within five (5) days of the decision of the Council, petition the American Arbitration Association to appoint an arbitrator to resolve the dispute. The arbitrator shall not have the power or authority to modify, add to or subtract from the provisions of this agreement. Costs and expenses of arbitration, including the cost of any transcript thereof, but excluding attorneys' fees, shall be shared equally by the parties.

Section 2:

Employees covered under this Agreement shall have the right to file a grievance for any disciplinary action whether or not it involves the Law Enforcement Officers' Bill of Rights, G.L.R.I., Section 42, Chapter 28.6.

Section 3:

The time limits set forth in this agreement may be extended by mutual agreement of the Town and the Union.

**ARTICLE XV  
INSURANCE**

Section 1. HEALTH INSURANCE

The Town of Gloucester shall provide health insurance of a type and level of coverage that was in place as of June 30, 2016, e.g. Blue Cross, United or a comparable health insurance plan, including coverage for prescriptions, vision and Dental Level III, for individual or family benefits, depending upon family status. Effective April 1, 2017 the Town shall provide Delta Dental \$1,500.00 calendar year maximum; additional dental coverage to include orthodontics up to \$1,200.00; coverage for dependent children up to age 26; and coverage for composite fillings.

All full time employees covered by the above benefits will reimburse (pay a 'co-share' to) the Town for medical and dental insurance coverage based on the percentages set forth below:

Effective July 1,	2016	15.0% (2016 Rate) capped
Effective July 1,	2017	15.0% (2016 Rate) capped
Effective July 1,	2018	17.0% (2018 Rate capped)

The percentage contribution payments in the 1st and 2nd years of the collective bargaining agreement will be based on the working rates established for the July 1, 2016 contract year.

The percentage contribution payments in the 3<sup>rd</sup> year of the collective bargaining agreement will



be based on the working rates established for the July 1, 2018 contract year.

Any employee who chooses not to be covered by this health insurance plan will be paid \$4,500 annually, with the cost of such payment added to his/her bi-weekly pay on a pro-rated basis, provided the following conditions are met:

Effective July 1, 2014 the payment will be \$4,250 annually, with the cost of such payment added to his/her bi-weekly pay on a pro-rated basis, provided the following conditions are met:

1. The employee must provide proof of adequate medical coverage under another plan;
2. The employee, spouse and other adult dependents must give written consent to waive this coverage;
3. The custodial parent/guardian of each minor child of the employee must give written consent to waive coverage.

An employee, eligible for a family plan, who waives either medical or dental insurance benefits, but not both, will be paid a prorated amount of the annual payment equivalent to the annual payment multiplied by the same percent as the cost of the medical or dental insurance premiums (or working rates) divided by the total (combined cost) of the medical and dental premiums (or working rates).

Similarly, an employee eligible for an individual plan, who is approved to waive either or both medical and/or dental insurance benefits, will be paid an amount equivalent to the applicable annual payment first multiplied by the percent of the total (combined) cost of the individual medical and dental plans divided by the total (combined) cost of both the individual and family medical and dental plans further allocated by the same percent as the cost of the individual medical or dental insurance premiums (or working rates) divided by the total (combined cost) of the individual medical and dental premiums (or working rates).

New employees hired on or after July 1, 2010 will be eligible to receive a buy back payment of \$1,500.

#### Section 1.5:

Retired police officers, up to age 65, who are not eligible for coverage under subsection "a", may choose to purchase medical coverage under the Town's plan at an amount equal to the Town's cost.

a. **Medical Coverage Retiree:** Members of the Gloucester Police Department as of July 1, 2001, who retire in good standing in accordance with Title 45 of the General Laws of Rhode Island from the Gloucester Police Department on or after July 1, 2001 and who shall have served at least twenty (20) years of active service in the Gloucester Police Department (or who are otherwise eligible to and so retire under said statute with least twenty (20) years of active service in the Gloucester Police Department (or who are otherwise eligible to and so retire under said

statute with the purchase of military service time which together with such active Gloucester service time totals 20 or more years of service) shall be eligible for partially paid health care coverage, then available, as indicated in paragraph d of this section. Members of the Gloucester Police Department hired after July 1, 2001 and who shall have served at least twenty-five (25) years of active service in the Gloucester Police Department shall upon retirement in good standing from said Department be eligible for partial paid health care coverage as indicated in paragraph d of this section.

b. In order to be eligible for the benefits of this section, each eligible member must submit a sworn written request to the Town Treasurer by January 31st of each year of requested coverage. This written request for coverage must contain the following information and the member is obligated to promptly notify the Town of Gloucester of any change in the following information whenever a change occurs.

1. The type of coverage sought (individual or family);
2. The name and address of his/her employer(s), if any;
3. His/her business and its address if self employed;
4. The name and address of his/her spouse's employer(s), if any;
5. The spouse's business and address, if the spouse if self employed;

6. A statement to the effect of whether the spouse and/or member are eligible to receive health coverage from any of the sources listed in two (2) through five (5) above and describing said coverage, including family and individual coverage plans and the amount of the member's and/or spouse's monetary contribution to the cost of such health care benefits; and

7. A statement as to whether the member and/or his/her spouse is eligible for Medicare, governmental or other health care coverage.

If the member or his/her spouse is eligible to receive comparable health care coverage, at substantially equal or lesser cost to the member than the cost to him/her of benefits from the Town, from any of the sources listed in sections 2 through 5 above, the Town of Gloucester shall not be required to provide health care coverage. The objective is that the member and/or his/her spouse shall utilize health care benefits from such other available sources on an individual or family basis so as to minimize the utilization or duplication and cost of such benefits from the Town. Once a member or his/her spouse qualifies for health care coverage from any other employer or government programs, the member shall promptly notify the Town, and the Town's obligation to provide health care coverage shall be suspended. Once suspended, a member shall have the right to reapply for the health care coverage if he/she again becomes eligible hereunder, and the Town shall provide coverage as provided hereunder in accordance with the rules and regulations of the health care coverage then available. Provided, however, the member's and/or spouse's eligibility for health care coverage hereunder shall terminate when said member or spouse first becomes eligible for governmental health care coverage (such as through Medicare,

military or other government coverage) when said member or his/her spouse reaches 65 years of age, whichever occurs first. However, if the member's spouse becomes eligible for such coverage or reaches age 65 before the member, the member shall continue to be eligible for coverage as provided herein.

c. A member's failure to comply with the provisions of paragraph b shall result in forfeiture of all future eligibility for coverage under this section.

d. Effective July 1, 2005, the Town will pay one hundred percent (100%) of the premium cost of individual health care coverage and up to the premium cost of individual health care coverage for family health care coverage for eligible retired members who comply with the foregoing paragraphs of this section. The balance of the cost of such family coverage shall be paid for by the member who, as a condition of eligibility for such coverage, shall make payments to the Town according to a schedule determined by the Director of Finance to assure that the Town has the member's contribution before the Town pays the premiums for such coverage.

e. Once annually, a member shall sign an authorization form allowing the Town to be informed of what health care coverage is available to the employees of the member's employer and/or spouse's employer.

The Town recognizes and agrees to comply with R.I. General Law 45-19-1, relating to disability and work-related injury of police officers.

## Section 2: LIFE INSURANCE

The Town of Glocester shall continue in effect and pay the premiums therefore, coverage of the amount of the police officer's annual salary of life insurance for each police officer of the Town of Glocester Police Department for a maximum coverage of \$50,000.00.

## Section 3: LIABILITY INSURANCE

The Town of Glocester shall maintain insurance coverage, and pay all necessary costs and premiums therefore, insuring each police officer of the Town of Glocester Police Department against all claims or legal actions for damages instituted against such police officer for any conduct or action arising out of the performance of his/her duties as such police officer; provided, however, that the following liability shall be included in such coverage.

- a. One million dollars (\$1,000,000) any one person or any one incident;
- b. No (0) deductible provision;
- c. One million dollars (\$1,000,000) property damage;
- d. Punitive damages covered for \$100,000 each claim and \$100,000 annual aggregate;
- e. Assault and/or battery extension coverage.

The above coverage shall be provided if available from insurers; if any item is not available as stated, the maximum amount available shall be provided.

## **ARTICLE XVI PENSION**

The Town of Gloucester shall provide for the retirement of police officers through and in accordance with the Rhode Island Optional Retirement System for Members of the Police Force and Firefighters which historically had compensated retirees at 50% of pay after 20 years of service, and with a Cost of Living Adjustment Plan (COLA) "C" which was historically set at a 3% annual increase.

Notwithstanding the aforementioned, the Town and Union acknowledge the State of Rhode Island has amended R.I.G.L., which ultimately changed the Pension entitlements referenced above. The Union has filed a lawsuit challenging the legality of those changes. Notwithstanding any contractual pension language or any obligation to provide certain pension benefits to the contrary, the parties agree that any resolution reached between the state and the plaintiffs, including but not limited to IBPO and IBPO local 638, of the pending litigation involving MERS, whether by negotiated settlement or court decision, will apply to the members of the bargaining unit and will be incorporated into the CBA and supersede the present language.

## **ARTICLE XVII NO STRIKE CLAUSE**

The Union recognizes that police officer(s) of the Town of Gloucester Police Department do not have the right to engage in any work stoppage, a slowdown or strike. Should such work stoppage, slowdown or strike take place, the Union shall immediately notify such police officer or police officers engaged in such unauthorized activity to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. Any police officer so engaged in such work stoppage, slowdown or strike shall be subject to immediate dismissal from the Town of Gloucester Police Department and such police officer shall not have any of the benefits as provided in this agreement.

## **ARTICLE XVIII MISCELLANEOUS**

### **Section 1: BATTERIES**

The Town of Gloucester agrees to supply police officers of the Town of Gloucester Police Department with batteries for his/her service flashlight, dispensed by the Chief.

### **Section 2: TRAFFIC BELT**

No police officer of The Town of Gloucester Police Department shall be required to wear a traffic

belt, so-called except when such police officer is on a traffic detail.

### Section 3: POLICE CAR EQUIPMENT

The Town of Gloucester will, in addition to equipment required by State law, equip all police vehicles with the following:

- a. one 12 gauge shotgun with 10 rounds of ammunition;
- b. a working spotlight;
- c. a prisoner cage;
- d. a working two-way portable radio;
- e. air conditioning;
- f. power door locks.

### Section 4: TRANSPORTATION

The Town of Gloucester shall provide to the police officers of the Town of Gloucester Police Department transportation to and from all required schools for police work or courses, if available. In lieu of providing transportation, the Town may elect to provide the officer with fuel for his/her own vehicle.

### Section 5: BREATHALYZER RECERTIFICATION

Police officers shall be compensated for two hours at time and one-half when called in for breathalyzer recertification outside of their normal shift hours.

### Section 6: BALLISTIC PROTECTION

The Town shall provide ballistic vests to all police officers and shall replace any vest that is damaged or has reached the limit of the manufacturer's recommended life. Such replacement shall not be part of the officer's clothing allowance.

**ARTICLE XIX**

**SEVERABILITY CLAUSE**


Both parties hereby agree that if any section of this contract shall be deemed unlawful, unconstitutional or invalid, such ruling shall only apply to the portion in question. The remainder of the contract shall remain in force.

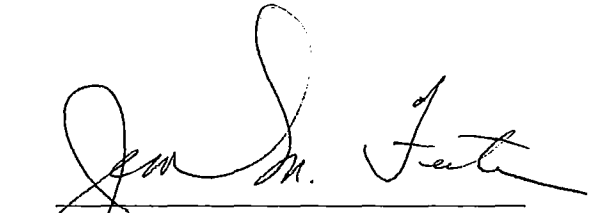
**ARTICLE XX  
DURATION**

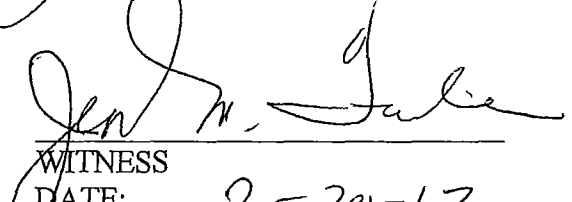
This agreement shall be for a period of three (3) years commencing July 1, 2016 and ending on June 30, 2019.

IN WITNESS WHEREOF, the Town of Gloucester has caused this instrument to be executed and its corporate seal to be affixed by a representative of the Town Council thereunto duly authorized, and the International Brotherhood of Police Officers (IBPO) has caused this instrument to be executed by a duly authorized representative both on the day and date first above written, to this instrument and to one of like tenor.

  
TOWN OF GLOUCESTER  
DATE:

  
INTERNATIONAL BROTHERHOOD  
OF POLICE (IBPO 637)  
DATE:

  
WITNESS  
DATE: 2-2-2017

  
WITNESS  
DATE: 2-20-17