

AN AGREEMENT BETWEEN  
THE TOWN OF NARRAGANSETT  
AND  
LOCAL 303, INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS

July 1, 2016

to

June 30, 2019

INDEX

SECTION	NAME	PAGE
I	RECOGNITION.....	2
II	AGENCY SHOP.....	2
III	DUES DEDUCTIONS.....	3
IV	TIME OFF FOR BARGAINING.....	4
V	MANAGEMENT RIGHTS.....	5
VI	EMPLOYMENT STATUS.....	5
VII	SENIORITY.....	6
VIII	DUTIES.....	10
IX	HOURS.....	11
X	OVERTIME.....	13
XI	SPECIAL DETAILS.....	14
XII	COURT ATTENDANCE.....	17
XIII	CALL BACK PAY.....	17
XIV	PAID HOLIDAYS.....	19
XV	VACATIONS.....	20
XVI	HEALTH AND WELFARE.....	22
XVII	SICK LEAVE.....	27
XVIII	SICKNESS OR INJURY.....	29
XIX	LEAVE.....	30
XX	CLOTHING ALLOWANCE.....	32
XXI	FALSE ARREST INSURANCE.....	34
XXII	SALARIES.....	35
XXIII	GRIEVANCE PROCEDURE.....	40
XXIV	ARBITRATION.....	41
XXV	NO STRIKE CLAUSE.....	42
XXVI	PENSIONS.....	43
XXVII	MISCELLANEOUS.....	45
XXVIII	TERMINATION AND LEGALITY CLAUSES.....	49
XXIX	DURATION CLAUSE.....	50
	EXHIBIT A.....	51
	EXHIBIT B.....	66
	EXHIBIT C.....	69
	EXHIBIT D.....	71

AGREEMENT

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlements of Disputes Concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments," this agreement is made and entered into this 3rd day of January, 2017, by and between the TOWN OF NARRAGANSETT and LOCAL 303, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS.

PREAMBLE

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for a Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Police Department" and all amendments thereto the Town of Narragansett recognizes that the Full-time Police Officers of the Town of Narragansett have a statutory right to bargain collectively with the Town of Narragansett and to be represented by an organization in such collective bargaining as to wages, rates of pay, working conditions, hours, and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town of Narragansett to regulate, manage, and control the Police Department of the Town of Narragansett except as modified by the terms of this contract as specifically directed by Chapter 54 of the Public Laws of the State of Rhode Island, 1963, and all amendments thereto, wherein the full-time police officers who are subject to it's terms, shall have no right to engage in any work stoppage, slowdown or strike.

The word "employee" when used in this agreement shall mean full-time police officers, from the rank of patrolman/patrolwoman up to and including the rank of Captain.

## SECTION I

### RECOGNITION

The Town of Narragansett recognizes Local 303, INTERNATIONAL BROTHERHOOD of POLICE OFFICERS, as the exclusive bargaining agent for all full-time police officers from the rank of patrolman/patrolwoman up to and including the rank of Captain for the purposes of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.

The rights of the Town of Narragansett and employees of the Narragansett Police Department shall be respected and the provisions of this agreement shall be observed for the orderly settlement of all questions.

## SECTION II

### AGENCY SHOP

All permanent police officers of the Narragansett Police Department shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of the contract 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 it's legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit.

The aforesaid fees shall be payable on or before the first day of each month, and said sums shall in no case exceed the initiation fees and membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those employees who did not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union. It shall also be a condition of employment that all employees covered by this agreement shall, on the 30th day following the beginning of such employment or the effective date of this agreement, whichever is later, pay an established monthly service fee as shown above.

DISCRIMINATION PROHIBITED. Neither the Town nor the Union shall discriminate against any employee covered by this agreement in a manner which would violate any applicable laws.

UNION MEMBERSHIP OR ACTIVITY. Neither the Town nor the Union shall interfere with the rights of employees covered by this agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful association, lawful Union membership or non-membership activity or status.

### SECTION III

#### DUES DEDUCTIONS

The Town shall deduct Union dues and fees upon receipt of authorization form cards to be supplied by the Union. The Town shall forward to the Treasurer of the Union monies so deducted on a weekly basis.

The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

The Union agrees that it shall give the Town at least 30 days notice of any change in the amount of dues and service charges to be deducted from the employee's pay.

#### SECTION IV

##### TIME OFF FOR BARGAINING

All employees covered by this agreement who are officers of Local 303, or who are appointed by the members of the Police Department as members of said Union's Collective Bargaining Negotiating Committee, shall be allowed time off with pay for official Union business in negotiations and/or conferences with Town Administration corporate authorities as defined in Chapter 54 of the Public Laws of the State of Rhode Island, 1963, and all amendments thereto, without requirements to make up said time.

The President of Local 303, International Brotherhood of Police Officers, or his/her designee, may be allowed five (5) days off per annum with the permission of the Chief of Police, without being deducted from the individuals vacation or sick time, without loss of pay, or being required to make up the time, to attend regional meetings or tri-annual conventions sponsored by the International Brotherhood of Police Officers.

## SECTION V

### MANAGEMENT RIGHTS

The Town of Narragansett retains the right, subject to the provisions of this agreement, the Town Charter of the Town of Narragansett, and State Law, to exercise the regular and customary functions of management, and in general to maintain discipline, order, and efficiency in the operation of the Narragansett Police Department. The Town reserves the right to issue, through the Town Council, the Director of Public Safety, or the Chief of Police, rules and regulations from time to time as it may deem necessary for the proper conduct of the Police Department; provided, however, that said rules and regulations do not conflict with the provisions of this agreement and State Law.

## SECTION VI

### EMPLOYMENT STATUS

Probationary Period: All new employees shall be considered as probationary employees and must successfully complete a probationary period before obtaining permanent employee status. The probationary period shall begin from the date of hire and conclude one (1) year after the completion of the Municipal Training Academy. All probationary employees shall receive an employee evaluation on or near the mid-point of their probationary period. Any probationary employee may be terminated at any time during his probationary period at the sole discretion of the Town. The probationary period shall not be subject to the grievance and arbitration procedure as provided in Sections XXIII and XXIV of this agreement. The

Chief of Police may extend this probationary status up to an additional six (6) months with cause.

The employee's work schedule, hours of work, training, performance evaluation and discipline during said probationary period shall not be subject to the grievance and arbitration procedure of this contract.

Permanent Status: All employees of the Police Department who are sworn police officers and who have successfully completed the probationary period with one (1) or more years of service shall be eligible to be appointed to permanent status on the Police Department as per provisions of the Town Charter.

## SECTION VII

### SENIORITY

All employees of the Police Department shall have seniority rights and said seniority in grade in so far as practicable shall prevail with regard to the following:

- A. Transfers or assignments to any shift, post or beat.
- B. Days off, holidays, vacations and any and all circumstances or situations by whatever name they may be given; however, a senior officer may reject the position or benefit at his/her discretion without the need of any explanation on his/her part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation



where seniority would prevail.

- C. The successful bidder for any job shall be entitled to a reasonable trial period of no more than ninety (90) calendar days to determine whether he/she can acquire the skills necessary for the performance of said job in a reasonably satisfactory fashion; provided, however, that in cases where the Town and Union so mutually agree, such trial period shall not be mandatory. At the end of the ninety (90) calendar days from the date of the trial period, the employee shall be considered as being transferred in accordance with the provisions of this article except in cases where the Town and the Union may mutually agree to extend such trial periods. If during the trial period the Town removes the employee from such job for alleged lack of reasonable progress on said job, the employee shall have the right to file a grievance in accordance with the provisions of Section XXIII of this Agreement. Any dispute over the reasonableness of the trial period and/or the progress of the employee on the job, shall be subject to the grievance procedure as previously mentioned.
- D. Within thirty (30) days after the execution of the Agreement, the Town shall furnish the Union and Police Department a copy of the proposed seniority list, and the Union and/or the Police Department will have thirty (30) days which to make any corrections or changes in the said list and signify their approval thereof. After the order of seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on the bulletin board at Police

Headquarters for the benefit of all Police Officers and all future seniority questions shall be resolved in accordance therewith.

- E. All promotions and/or transfers between divisions shall be posted within thirty (30) days of that vacancy. Whenever more than one officer is eligible and applies for the same promotion, all of the promotional testing procedures set forth herein shall be followed. A reading list shall be provided by the Department thirty (30) days prior to the written test unless a reading list is not required for said test.

The testing procedure shall consist of a three phase system. The first phase is the written test. The scores for the written test will be posted in the roll-call room and will account for thirty (30) percent of the overall procedure.

The second phase will consist of an oral board consisting of three (3) active police officers from departments other than Narragansett. This section of testing will account for fifty (50) percent of the overall testing procedure. The scores for the oral will be posted in the roll-call room with a separate score for the overall ranking.

The final phase will consist of a recommendation from the Chief of Police and seniority points. This will account for twenty (20) percent of the procedure. Ten (10) percent shall be based upon the recommendation from the Chief of Police and ten (10) percent will consist of seniority points with one (1) point to be

awarded for each year spent in grade, up to a maximum of ten (10) points.

Seniority will be the controlling factor only when ability or other specified attributes are equal. In case of promotions outside of the seniority order, differences of opinion between the Town and the Union as to the employee's ability will be subject to the grievance machinery of Section XXIII of this agreement. Each applicant for promotion/transfer between divisions shall be subject to each phase of the three phase procedure and shall not be eliminated from advancing to a phase as a result of his/her performance in a prior phase of the procedure. A final passing mark of seventy percent (70%) shall be cumulative of all three (3) phases.

- F. When more than one member is hired on the same day, seniority shall be computed on the basis of their score obtained at the Municipal Police Academy, with the highest total score having seniority.
- G. Any future reassignment as to shifts, beat or posts shall be subject to said seniority list as presented. Any temporary assignment, so-called, will have a duration of not longer than ninety (90) days and shall not be renewable within the contract period.
- H. Seniority will not prevail on a temporary assignment to the investigative division for a special investigation or a temporary shift change to attend a police training school. Such assignments and training schools shall be allocated to the members on a fair equitable basis. A

member attending an assigned school shall be placed on an administrative schedule to accommodate attendance and if school is scheduled on a day off, the member shall be scheduled to take his day off within a 28 day period following attendance. Rescheduled days off will be compensated on a day for a day payback. As seniority rights are being relinquished, the Union retains the right to grieve any grievances as defined in Section XXIII.

- I. Shift assignments will be posted for reselection on a semi-annual basis, to take effect on June 1 and December 1 of each year; provided, however that there shall be no cost or expense including but not limited to salary, wages, overtime or other costs associated with shift assignments being changed due to reselection incurred by the Town as a result of the reselection.

#### SECTION VIII

#### DUTIES

The duties of the members of the Narragansett Police Department shall be as set forth by State Law, Town Ordinances, and the Department Rules and Regulations, but nothing herein shall be deemed to abrogate the power of the Town Council to vary organizational structure of the Police Department. It is expressly understood by both parties hereto that the washing and cleaning of police vehicles by hand is prohibited, but police vehicles may be driven through an approved automated car wash, and that the cleaning of the Headquarters building, the impounding of animals (dead or alive), the installation, repairing, replacing or moving of any traffic control devices will not

be performed by police officers during their normal tour of duty except during emergencies. Temporary devices such as flares and temporary barricades do not constitute traffic control devices.

## SECTION IX

### HOURS

A. The regular work schedule for all members of the Narragansett Police Department, with the exception of the Chief of Police, shall be a six (6) day cycle of four (4) consecutive working days of eight hours each followed by two (2) consecutive days off. The work schedule shall cover a twenty-four hour period as follows and will be continuous:

10:48 P.M.	to	7:00 A.M.
6:48 A.M.	to	3:00 P.M.
2:48 P.M.	to	11:00 P.M.

The following shift may be instituted at any time at the discretion of the Chief of Police:

7:00 P.M.	to	3:00 A.M.
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The exception of this section will be the Patrol Captain and the Investigative Division.

#### B. Administrative Assignments.

1. The following positions shall be known as administrative assignments: Captains, Lieutenants, Prosecution Officer, Investigative Division and Community Police Division/School Resource Officer.

2. Vacancies that occur in an administrative assignment shall be filled in accordance with Section VII of the

collective bargaining agreement.

3. Hours: The administrative schedule of the above listed positions shall be Monday through Friday eight (8) consecutive hours each day, followed by two (2) days off; however, every third (3) week there will be three (3) days off (Friday, Saturday and Sunday). If a holiday falls on the officer's scheduled Friday off, the officer will get to use another Friday or be given another administration day with the approval of the Chief of Police. In addition to the above days off all personnel assigned to the administrative schedule shall also be off on all holidays mentioned in Section XIV, Paragraph (A), if the holiday falls on their scheduled day of work. Patrol Captain, Prosecution Officer, and the Investigative Division shall have flexible hours as duties and responsibilities require. Community Police Division/School Resource Officers shall be assigned the hours of 0700-1500 during the calendar school year. Upon schools end, one officer from the division will be assigned the hours of 1500-2300 based on a seniority basis. This will be filled in accordance with Section VII of the collective bargaining agreement. Patrol Lieutenants will work the hours of their assigned shift. The Patrol Lieutenant assigned to the midnight shift shall, at his discretion, have the option of working either the administrative schedule or the regular work schedule as defined in Section IX.

4. An administrative assignment to the Community Police Division/School Resource Officer shall be for a minimum of three (3) years, but not longer than five (5) years unless mutually agreed upon by the parties involved. The three (3) year minimum provision shall not apply in the case of

promotions to a higher rank or transfers to the Investigative Division or any other position that would require a higher rate of pay.

#### SECTION X

##### OVERTIME

- A. The hourly rate of overtime pay for Narragansett Police Officers shall be computed at the rate of time and one-half of thirty eight and one-half (38 1/2) of the officers who work in excess of the regular schedule. For the first overtime hour, any time worked over thirty minutes and up to one hour will be compensated as one full overtime hour; compensatory time off may be taken in lieu of cash at the rate of time and one-half if so desired by the permanent member of the Police Department. This compensatory time in lieu of cash may be taken at the discretion of the Chief of Police.
- B. When a regularly scheduled permanent officer is absent from duty by reason of sickness, vacation, or personal leave, and it is determined that his/her replacement is necessary by the Chief or the officer in charge, that vacancy shall be filled by another permanent patrol officer. If the list has been exhausted and a replacement is still necessary, the patrol detectives will be contacted next. Should the vacancy still exist and a patrol officer from the previous shift is unavailable to be held, the sergeants list shall be utilized subject to the approval of the Chief of Police or his designee.
- C. In a time of declared emergency by an appropriate Town

official, the members of the Department will work overtime as defined in subsection A of this section.

D. The Chief of Police hereby retains the right to call for emergency overtime through his/her designee. Emergency overtime shall be determined by the Patrol Commander. In the Patrol Commander's absence the determination shall be made by the Officer in Charge. Emergency overtime shall be filled first by volunteers and then by order back. Emergency overtime shall be defined as follows:

1. A serious situation or occurrence that happens unexpectedly and demands immediate action.
2. A shortage in staffing due to any type of contractual leave does not constitute an emergency.

#### SECTION XI

##### SPECIAL DETAILS

- A. Regular members of the Department will have first preference whenever there are special details to be filled. The Chief of Police or his/her designee shall compose and maintain a list made up of those officers who wish to work special details. Any member may add his/her name to the list at the beginning of each month and may request that his/her name be removed at any time.
- B. Details shall be assigned on a seniority basis. An employee on sick leave shall not be eligible for special details. An employee on sick leave the day prior to a paid detail will not be allowed to work a detail the following day. An employee who calls in sick



on the day after a paid detail shall have his/her name taken off the detail list for seventy-two (72) hours, unless he/she provides verification of illness through a physicians certificate.

- C. All details shall, whenever possible, be posted at least forty-eight (48) hours in advance as to allow all members to have knowledge of it. Any detail not posted forty-eight (48) hours in advance shall be filled by phone according to the list. Any detail posted and not filled by a regular member twelve hours prior to commencement may be filled by the Chief.
- D. Wages for all special details will be paid to the employees by the Town upon receipt by the Town of payment from the person or group requesting the detail. Compensation shall be for a minimum of four (4) hours.
- E. Commencing July 1, 2016, the rate of pay for all details where the billing is from a third party vendor shall be paid at the rate of fifty (\$50.00) dollars per hour. The rate of pay after eight hours shall be paid at seventy-five (\$75.00) per hour. The rate of pay for road details on a Saturday or Sunday shall be paid at seventy-five (\$75.00) per hour. Commencing July 1, 2013, the rate of pay for all other details shall be thirty-five (\$35.00) dollars per hour.
- F. Officers shall be permitted, under the circumstances set forth below, to work special details in establishments serving alcoholic beverages. The conditions to working these special details are as follows:

1. Special details shall only be permitted at establishments that hold a valid alcoholic beverage license.

2. All requests by a licensed establishment for officers on a special detail shall be submitted to the Chief or his/her designee and all such requests must be approved by the Chief, with such approval to not be unreasonably withheld. The Chief or his/her designee shall advise the Union of requests that are denied.

3. The licensed establishment, prior to the commencement of any special detail must agree in writing to indemnify the Town for any loss, cost or expense arising out of the special detail. The form and substance of the indemnification must be satisfactory to the Town Manager and Town Solicitor.

4. Unless otherwise agreed to by the Chief, Officers working special details at licensed establishments shall only be permitted to check the identification of patrons at the establishments entrance or patrol the exterior of the licensed premises. If for any reason the officer has to enter the licensed premises, he/she shall prior to entry radio the dispatcher and advise as to the reason for his/her entry.

5. All officers working special details at licensed establishments shall, at the end of the special detail report back to the Police Station in person and advise the officer in charge that the detail has ended.

6. Any officer working a special detail at a licensed establishment shall at all times during the course of the special detail be subject to the Rules and Regulations of the Narragansett Police Department.

## SECTION XII

### COURT ATTENDANCE

All off duty employees who are called for court attendance shall be compensated at the rate of time and one-half of said employee's regular rate of pay, with a four (4) hour minimum. Court time shall be defined as necessary appearances before courts resulting from official action.

In consideration of remuneration of court appearances as provided herein, all witness fees, travel fees and court fees received by any member of the Police Department as a result of a court appearance arising out of the performance of his/her duties as a police officer shall be signed over to the Town of Narragansett.

## SECTION XIII

### CALL BACK PAY

A. After having left work, all employees with the exception of the Police Chief and the Deputy Chief of Police who are called back to duty shall be compensated for at least four (4) hours, provided, however, that an employee called back less than four hours prior to his/her scheduled tour of duty shall be paid only for those hours remaining until his/her regular tour commences. Officers called back to duty for the purpose of breathalyzer recertification shall be compensated at

least two (2) hours pay.

- B. Nothing herein contained shall prevent the Director of Public Safety or Chief of Police from calling a staff meeting of any and all members above the rank of patrolman for the purpose of discussing general departmental procedure and planning; provided, however, that such meeting occur no more than once each month and for a period of no more than two (2) hours at any one time; and further provided that such meeting shall not be part of the personal grievance procedure set forth hereinafter in this Agreement. Attendance at such meetings are mandated except for officers on approved leave. Officers who are off duty and attend said staff meeting shall be compensated for at least two (2) hours pay.
- C. Range officers shall receive call back pay for qualifying members when they do so outside of the normal work schedule.
- D. When a member is scheduled for official spring time qualification and does so on his normal time off, he/she shall be compensated for said time at overtime rate of pay for the actual hours attending to the nearest hour. When a member is scheduled for official fall time qualifications and does so on his normal time off, he/she shall be compensated for said time at straight time for the actual hours attending to the nearest hour.

SECTION XIV

PAID HOLIDAYS

- A. The following holidays shall be paid holidays for all members of the Police Department:

New Years Day	Victory Day
Martin Luther King Jr. Day	Labor Day
Presidents Day	Columbus Day
Easter Sunday	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Eve (1/2 day)
	Christmas Day

Holiday pay shall be one-fifth (1/5) of employee's base weekly salary and shall be paid to each officer over and above his/her weekly salary for those members who do not work the holiday. Effective July 1, 2017, holiday pay shall be one-fourth (1/4) of employee's base weekly salary and shall be paid to each officer over and above his/her weekly salary for those members who do not work the holiday.

- B. A proclamation of a national holiday by the President of the United States or the proclamation of a State holiday by the Governor of The State of Rhode Island shall be considered to be a paid holiday in accordance with this section.
- C. If a member is required to work any of the aforementioned holidays, he will receive, in addition to his/her regular day's pay, time and a half for those hours actually worked on said holiday, not to exceed the total sum of double time and one-half.

- D. If a member works the third shift on December 24th or the third shift on December 31st, he/she will receive an additional one half days pay for those hours actually worked.

#### SECTION XV

#### VACATIONS

All employees of the Police Department shall be entitled to accumulate such vacation as set forth in this section.

- A. Upon completion of one (1) year of service and up to five (5) years of service, employees shall be entitled to twelve (12) days vacation.

Upon completion of five (5) years of service and up to ten (10) years of service, employees shall be entitled to sixteen (16) days vacation.

Upon completion of ten (10) years of service and up to fifteen (15) years of service, employees shall be entitled to twenty-two (22) days vacation.

Upon completion of fifteen (15) years of service, employees shall be entitled to twenty-four (24) days vacation plus one (1) day per year thereafter to a maximum of 28 days.

- B. Vacations are to be taken on a twelve month basis in accordance with Section VII. Vacations shall be granted according to rank, then seniority, with the exception of one (1) day vacation picks.

1. One and two day vacations may be taken on holidays and the days before and after a holiday on Columbus Day, Presidents Day, Veterans Day, Victory Day, Martin Luther King Jr. Day, Easter Sunday, and Labor Day. All other holidays require the approval of the Chief of Police or his designee and adequate staffing.
  2. The summer period is defined as Memorial Day through Labor Day.
- C. Earned vacation should be used in twelve (12) month period following the anniversary date on which it is earned. An employee may carry forward up to (10) days of unused vacation from one year to the next.
- D. An officer requesting vacation ninety (90) days before its commencement must notify all members of his/her assigned shift who are senior to him/her, of his/her intended vacation dates. Upon notification to the senior officers within ninety (90) days of the commencement of vacation, the officers vacation plans cannot be displaced by those of a superior or senior officer.
- E. When a member requests and is granted vacation time, it shall be posted by the shift commander in a conspicuous place designated for such purpose.
- F. In the event of death, vacation days due a member will be paid to the widow or beneficiary.
- G. Between September 16 and June 30 of each year, with the approval of the Chief, such approval to not be

unreasonably withheld, two officers from the same shift may be on vacation or personal leave at the same time.

Between July 1 and September 15 of each year, with the approval of the Chief, such approval to not be unreasonably withheld, two officers from the same shift may be on vacation or personal leave at the same time, provided, however, that in the case of the second officer, no such vacation or personal leave shall be approved by the Chief unless the officer has found someone on the Department that has agreed to work the officer's shift during the vacation or personal leave. If the officer does not or cannot find a replacement officer, then the vacation or personal leave shall be automatically denied.

For purposes of this section, officers shall only include patrol personnel and sergeants.

- H. Upon 24 hours' advance notice, and subject to all of the provisions set forth herein, an employee, with the approval of his/her supervisor, may discharge vacation leave in four (4) hour intervals.

#### SECTION XVI

#### HEALTH AND WELFARE

A. All employees of the Police Department shall be covered by the Blue Cross Healthmate Coast to Coast Plan with \$100.00 emergency room provision as described in Exhibit A attached hereto, or equivalent services offered by United Health Plans of New England. Effective July 1, 2013, all new hires of the Police



Department shall be covered by the Blue Cross Healthmate Coast-to-Coast 250 Plan with the \$7/\$25/\$40/\$65 prescription rider described in Exhibit B, attached hereto. The plans mentioned above shall cover all members of the employee's immediate family. Immediate family includes spouse and/or children as defined by the plan.

Effective January 1, 2017, all members who are not currently enrolled in the Blue Cross Healthmate 250 deductible health plan with a 20% Rx rider shall be enrolled in the plan. Those who are currently enrolled shall also have a 20% Rx rider effective January 1, 2017, as described in Exhibit B.

The co-share cost of these plans shall be as follows. July 1, 2016, 85% of the cost of the plan shall be paid for by the Town and 15% of the cost shall be paid for by the employee.

July 1, 2017, 83% of the cost of the plan shall be paid for by the Town and 17% of the cost shall be paid for by the employee.

July 1, 2018, 80% of the cost of the plan shall be paid for by the Town and 20% of the cost shall be paid for by the employee.

- B. All employees who retire after July 1, 1988 shall continue to receive the same level of health coverage continuously after retirement with the obligation of payment to be borne by the Town of Narragansett. Such health coverage shall mean the same health coverage provided for the members of the Police Department, including health coverage, dental coverage and life insurance coverage. Said coverage shall be for the

employee and his/her spouse.

All employees who retire after January 1, 2010 shall be required to contribute 2% of their monthly pension payment toward the cost of their healthcare, with the remainder of the cost to be borne by the Town. All employees who retire after January 1, 2011 shall be required to contribute 5% of their monthly pension payment toward the cost of their healthcare, with the remainder of the cost to be borne by the Town. All employees who retire after July 1, 2013 shall pay fifteen (15%) percent of the cost of the plan and the Town shall pay eighty-five (85%) of the plan cost.

If the employee chooses to be covered by a family plan after retirement, then said employee shall be responsible for the additional cost in premium for the family plan. Said employee shall authorize the Town to deduct said additional premium directly from the employee's pension payment.

Effective July 1, 2013, any current employee who retires shall upon attaining the age of 65 be enrolled in Medicare Plan with the addition of Parts B and D (Prescription Plan being the three tier option, \$7/\$25/\$40), with an additional policy to be provided for the spouse, if needed. This coverage shall be totally paid for by the Town.

For those employees hired after July 1, 2013, upon attaining age 65 the Town will no longer be required to provide healthcare coverage or Medicare Parts B and D.

- C. The Town shall provide to all probationary and bargaining unit members a group term policy in the

amount of Fifty Thousand (\$50,000) Dollars.

- D. The employees of the Police Department shall be covered by Delta Dental Benefits with Levels I, II, III, and IV, Family coverage. For all employees hired before July 1, 1995, the costs for this coverage are to be borne by the Town of Narragansett. Effective January 1, 2008, for all employees hired before July 1, 1995, 95% of the cost of the plan shall be paid for by the Town and 5% of the cost shall be paid for by the employee through regular payroll deductions. Effective July 1, 2008, 90% of the cost of the plan shall be paid for by the Town and 10% shall be paid for by the employee. Effective January 1, 2009 85% of the cost of the plan shall be paid for by the Town and 15% shall be paid for by the employee. Effective July 1, 2007, for all employees hired on or after July 1, 1995, 85% of the cost of the plan shall be paid for by the Town and 15% shall be paid for by the employee through regular payroll deductions. A summary of Delta Dental Benefits is attached as Exhibit C.
- E. The Town may substitute equal alternative coverage for any or all of the insurance programs described in this Section after discussion with the Union and upon approval of the Union, which approval shall not be unreasonably withheld.
- F. Upon presentation of proof of alternative health care coverage pursuant to a non-Town paid plan, employees eligible for paid health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees

enrolled in a family plan making this choice shall receive sixty percent (60%) of the Town's cost for family plan coverage for each full contract year in which they are not covered for family coverage and those dropping individual coverage, the compensation shall be sixty percent (60%) of the Town's cost for individual coverage for each full contract year of noncoverage by a Town plan. Effective July 1, 2017, for those officers who choose to opt out of either family or individual coverage, the buyback shall be at fifty percent (50%) of the Town's cost for each full contract year of noncoverage by the Town Plan. Employees opting out before December 1, 1995 shall be granted a pro rata payment for the 1995-96 contract year. For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made quarterly, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to pro rata payment under this Section for that year. Payment by the Town shall be based upon the cost to the Town of the Plan the employee was enrolled in prior to opting out. Eligible employees must notify the Town of their election no later than June 30, excepting FY 95-96. Effective July 1, 2013, any member who retires and has alternate coverage through a spouse's plan shall be required to enroll in said plan providing that the spouse's plan is equal or better than the plan provided

by the Town of Narragansett. In the event that a retiree's alternate healthcare plan becomes unavailable to the retiree, the Town will reinstate the retiree's healthcare benefits through the Town's plan. Effective July 1, 2017, all new retirees enrolled in either a family plan, two-person family plan, or individual plan making this choice shall receive 50% of the cost of the plan.

#### SECTION XVII

##### SICK LEAVE

- A. All employees of the Police Department shall be entitled to one and one-half (1 1/2) days sick leave per month accumulative to one hundred eighty (180) days. A physicians certificate may be requested by a department head or administrative authority when he deems it advisable.
- B. Upon official notification of retirement or the death of a member covered by this agreement, he/she shall be compensated for one hundred percent (100%) of his/her accumulated sick leave in a lump sum or one hundred percent (100%) of his/her sick leave if he/she elects to take this accumulated sick leave in time off prior to the day of retirement. In the event of death, either option may be granted to the next of kin.
- C. Whenever injury occurs while on duty, the police officer involved shall, as soon as possible after knowledge of the same, cause notice to be given to the officer in charge, and the Chief of Police may require at any time a certificate from the officer's attending

physician concerning such injury.

- D. The Town will buy back all accredited accumulated sick days in excess of one hundred eighty (180) days at the rate of one-fifth (1/5) of the employees present weekly rate of pay for each credited accumulated sick day over one hundred eighty (180) days during the first pay period of December of each year the maximum is achieved.
- E. Prior to taking any outside employment (part time) , said member shall, in writing, waive any and all claims for sick leave compensation or any other non-accrued benefit arising by reason of the fact that such disability occurred while he/she was engaged in said part-time employment.
- F. All outside employment not assigned by the department will require the officer to submit in writing the nature of said employment.
- G. Whenever a member elects to be compensated for 100% of his/her accumulated sick leave prior to the effective date of his/her retirement, said employee shall be considered retired on the date he/she leaves, and shall be replaced on the roster as soon as practicable, provided, however, that if the member is compensated in time off rather than in a lump sum, no further sick, vacation or holiday leave shall accrue during this period, and the member's last day of work shall be the effective date of retirement.
- H. All sick leave shall be accounted for on an hourly basis.

SECTION XVIII

SICKNESS OR INJURY

- A. Members of the Police Department who become sick or injured in the line of duty shall receive full salary while their incapacity exists, subject to applicable provisions of State Law. For sickness or injury in the line of duty, all medical and/or hospital expenses shall be paid by the Town of Narragansett.
  
- B. The Town of Narragansett hereby agrees to pay all expenses for inoculation or immunization shots for employee covered by this agreement and members of their family residing in their household when such becomes necessary as a result of said employee's exposure to disease when said employee has been exposed to said disease in the line of duty.
  
- C. DISABILITY: Commencing July 1, 1987, any member of the Police Department who becomes injured and remains away from their regular employment as a police officer for a period of eighteen (18) consecutive months due to becoming wholly or partially incapacitated by reason of injuries incurred or sickness contracted during the performance of their duties, shall at the expiration of the eighteen (18) consecutive months, return to duty within thirty (30) calendar days thereafter or shall be deemed physically unfit for duty and therefore unable to return to his/her respective duties as a police officer. Such persons who shall not return to duty within thirty (30) calendar days as aforesaid shall immediately be placed upon a retirement list to be

considered by the pension board for retirement and shall receive benefits based upon provisions of the Town Pension Ordinance or Chapter 1666 of the Public Laws passed at the January session in 1945, or applicable contractual benefits afforded under the Collective Bargaining Agreement, whichever may be applicable to the particular department member. The period of return may be waived if a physician's certificate indicates the officer will be able to return within a period in excess of eighteen (18) months.

#### SECTION XIX

#### LEAVE

- A. BEREAVEMENT LEAVE: All employees of the Police Department shall be granted bereavement leave for a maximum of ten (10) days for the death of a spouse or dependent child, five (5) days for the death of a non-dependent child, and three (3) days for a death in the immediate family. Immediate family is defined for the purpose of this section to be: parents, grandparents to any degree, brother, sister and including foster and step relations of the same degree of kinship, and mother and father-in-law.

All employees of the Police Department shall be granted bereavement leave for the maximum of one (1) day for the death of a relative to permit attendance at the funeral. Relatives shall be defined for the purpose of this section to be: aunts, uncles, cousins, great grandparents, ex-spouses, immediate family members of



spouse, and any other relatives of spouse as defined in this section.

- B. PERSONAL LEAVE: Personal leave of three (3) days with pay in any one calendar year may be granted with the approval of the Chief of Police and Public Safety Director. Such leave shall not be charged to sick leave, nor construed as additional vacation time. In the event an employee does not use any sick leave days within a six (6) month period commencing July 1 through December 31, and then January 1 through June 30 of each fiscal year, he/she shall be granted one (1) additional personal day off for each such period, to be taken at his/her discretion.
- C. LEAVE OF ABSENCE: Upon written application, an employee may be granted leave of absence, at the discretion of the Chief of Police and Public Safety Director, not to exceed nine (9) months for reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering an employee's education or training skills related to his/her employment. The Town may require substantiation of any leave of absence or request for leave of absence.

It is understood that a replacement for a member on leave of absence need not be a regular member of the Department. Upon returning to work, such employee will be placed in his/her former job. Seniority held at the start of a leave of absence shall continue to accrue as if the leave of absence was considered as time worked. Cost of selected health care coverage to be retained by the member while on leave of absence to the Town of

Narragansett during the time of absence.

The period of a leave of absence shall not be considered as time worked or as service with the Town in meaning of any of the other provisions of this Agreement except as provided in the pension ordinance. No employee on leave of absence may take employment with the Town while on leave of absence.

- D. An employee of the department who fails to return to duty at the time specified on his/her request for leave shall be considered to have resigned from the Town service in the absence of extenuating circumstances.
- E. MATERNITY LEAVE: A police officer who is pregnant shall receive no special treatment. Any police officer who is pregnant shall receive any and all benefits provided for in the Collective Bargaining Agreement including but not limited to Section XIX, Paragraph C.

#### SECTION XX

##### CLOTHING ALLOWANCE

- A. Initial clothing allowance shall be granted to all new members of the Police Department. The Town of Narragansett shall replace and/or repair all clothing normally worn by employees in their regular duties when said clothing is destroyed or damaged in the course of said employee's duties.

Employees required to wear uniforms during the performance of their normal duties shall be allowed to have the uniforms cleaned at a maximum rate of three (3) full sets per week with the expense to be borne by

the Town of Narragansett. New members of the department shall receive a sufficient allotment of clothing to complete the fiscal year in progress, and will be provided a full clothing allowance at the start of the next fiscal year.

Commencing July 1, 2016, a \$1,275.00 clothing allowance shall be provided to each permanent member for the purchase of uniform clothing and or authorized equipment as per Town purchasing procedures. Commencing July 1, 2017 and July 1, 2018, the clothing allowance shall be \$1,100.00 each year. Such employees who are required to wear uniforms in the performance of their duties shall be given \$250.00 of said allowance in the form of cash for the purchase of civilian clothing to be worn for the purpose of court attendance or any plain clothes assignment.

Employees assigned to Investigative Divisions who are required to wear civilian clothes in the performance of their duties shall be allotted their yearly clothing allowance in one cash disbursement paid directly to the officer on the first pay period in July of each year.

Any member assigned to Investigative Division, and who, wear civilian clothes in the performance of their duties, shall be allowed to have any and all civilian clothing cleaned, which is worn in the performance of their duties. Total cleaning for fiscal year not to exceed \$200.00 allotment.

- C. Police Reserves shall wear name tags designating them as "Police Reserves".

- D. The Department may demand and receive proof that clothing items purchased by an officer were in fact not civilian clothing in the case of a uniform officer, with the exception of that portion of the allowance provided for the purchase of civilian clothes for court attendance or plain clothes assignments. All equipment and uniforms purchased by the Town remain the property of the Town and shall be returned upon the request of the Departmental Head.
- E. Employees shall have the right to have their clothing purchase packages delivered to the Purchasing Office at the Town Hall.
- F. The Town shall only be obligated to issue one purchase order per month to each vendor of clothing or equipment which may be ordered by the employees.

#### SECTION XXI

##### FALSE ARREST INSURANCE

The Town of Narragansett agrees to insure all employees of the Police Department against civil suit involving a charge of "false arrest." Expense of said insurance to be borne by the Town of Narragansett.

##### LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee covered by this agreement is sued in any civil proceedings as a result of actions performed by said employee in the performance of his/her duty as an employee of the Narragansett Police Department, The Town of

Narragansett agrees to provide such employee with all necessary legal assistance as provided by Group Prepaid Legal Services of Rhode Island, and further agrees to pay any judgement rendered against such employee in any such proceedings.

This Section shall not apply to conduct of an employee which is willful, deliberate or beyond the scope of his employment.

## SECTION XXII

### SALARIES

Effective July 1, 2007 the parties agree to create a new 6<sup>th</sup> Year Patrolman step and the current ten (10) percent differential between the ranks shall remain in effect for Sergeant, Lieutenant, and Captain.

Members of the Police Department shall receive salary increases as follows:

Effective July 1, 2016 a 2.00% salary increase

Effective July 1, 2017 a 2.00% salary increase

Effective July 1, 2018 a 2.00% salary increase

An additional one percent (1.00%) salary increase will be given on the last day of the contract, June 30, 2019.

Salaries for employees of the Police Department for the period from July 1, 2016 through June 30, 2017 shall be as follows (2.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Probationary Ptlm	\$22.57	\$869.05	\$45,190.61
2nd Year	\$25.35	\$975.86	\$50,744.96
3rd Year	\$29.40	\$1,131.76	\$58,851.59
5th Year	\$32.41	\$1,247.61	\$64,875.88
6th Year	\$33.04	\$1,271.96	\$66,141.94
Sergeant	\$36.36	\$1,399.98	\$72,798.99
Lieutenant	\$39.99	\$1,539.78	\$80,068.65
Captain	\$43.99	\$1,693.72	\$88,073.45

Salaries for employees of the Police Department for the period from July 1, 2017 through June 30, 2018 shall be as follows (2.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Probationary Ptlm	\$23.02	\$886.43	\$46,094.42
2nd Year	\$25.85	\$995.38	\$51,759.86
3rd Year	\$29.98	\$1,154.40	\$60,028.62
5th Year	\$33.05	\$1,272.57	\$66,173.39
6th Year	\$33.70	\$1,297.40	\$67,464.78
Sergeant	\$37.09	\$1,427.98	\$74,254.97
Lieutenant	\$40.79	\$1,570.58	\$81,670.03
Captain	\$44.87	\$1,727.59	\$89,834.92

Salaries for employees of the Police Department for the period from July 1, 2018 through June 30, 2019 shall be as follows (2.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Probationary Ptlm	\$23.48	\$904.16	\$47,016.31
2nd Year	\$26.37	\$1,015.29	\$52,795.06
3rd Year	\$30.58	\$1,177.48	\$61,229.20

5th Year	\$33.71	\$1,298.02	\$67,496.86
6th Year	\$34.37	\$1,323.35	\$68,814.08
Sergeant	\$37.83	\$1,456.54	\$75,740.07
Lieutenant	\$41.61	\$1,601.99	\$83,303.43
Captain	\$45.77	\$1,762.15	\$91,631.62

Additional 1.00% June 30, 2019:

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Probationary Ptlm	\$23.72	\$913.20	\$47,486.47
2nd Year	\$26.63	\$1,025.44	\$53,323.01
3rd Year	\$30.89	\$1,189.26	\$61,841.49
5th Year	\$34.05	\$1,311.00	\$68,171.83
6th Year	\$34.72	\$1,336.58	\$69,502.22
Sergeant	\$38.21	\$1,471.11	\$76,497.47
Lieutenant	\$42.03	\$1,618.01	\$84,136.46
Captain	\$46.23	\$1,779.77	\$92,547.93

Any increase in salary or any other monetary benefit shall become effective in the first full pay period following July 1.

SHIFT DIFFERENTIAL PAY

Commencing July 1, 1988 all members who are assigned to work the following work schedule shall receive a shift differential pay in addition to his/her regular rate of pay:

3:00 p.m. to 11:00 p.m. shift	25 cents per hour
7:00 p.m. to 3:00 a.m. shift	35 cents per hour
11:00 p.m. to 7:00 a.m. shift	50 cents per hour

Detectives Differential Pay.

Commencing July 1, 2001 all members who are assigned to work the Detective Division shall receive a detectives differential pay in the amount of eight (8) percent more than his/her regular

rate of pay.

Effective July 1, 2016 through June 30, 2017 salaries for Detectives shall be (2.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Detective Patrolman	\$35.68	\$1,373.66	\$71,430.56
Detective Sergeant	\$39.26	\$1,511.51	\$78,598.38
Detective Lieutenant	\$43.19	\$1,662.69	\$86,459.97

Effective July 1, 2017 through June 30, 2018 salaries for Detectives shall be (2.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Detective Patrolman	\$36.39	\$1,401.14	\$72,859.17
Detective Sergeant	\$40.05	\$1,541.74	\$80,170.35
Detective Lieutenant	\$44.05	\$1,695.95	\$88,189.17

Effective July 1, 2018 through June 30, 2019 salaries for Detectives shall be (2.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Detective Patrolman	\$37.12	\$1,429.16	\$74,316.35
Detective Sergeant	\$40.85	\$1,572.57	\$81,773.76
Detective Lieutenant	\$44.93	\$1,729.86	\$89,952.96

Additional 1.00% June 30, 2019:

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Detective Patrolman	\$37.49	\$1,443.45	\$75,059.52
Detective Sergeant	\$41.25	\$1,588.30	\$82,591.50
Detective Lieutenant	\$45.38	\$1,747.16	\$90,852.49



LONGEVITY

A. Longevity shall be for all employees of the Narragansett Police Department who have more than three (3) years of service with the Department. They shall receive longevity at the increment rates prescribed in the Longevity table. The Weekly Longevity Increment is a percentage of weekly base pay. Longevity pay shall be added to their weekly pay up to a maximum of thirty (30) years. The Longevity Table is as follows:

Years of Service Completed	Weekly Longevity Increment	Years of Service Completed	Weekly Longevity Increment
3	1.0%	17	8.0%
4	1.5%	18	8.5%
5	2.0%	19	9.0%
6	2.5%	20	9.5%
7	3.0%	21	10.0%
8	3.5%	22	10.5%
9	4.0%	23	11.0%
10	4.5%	24	11.5%
11	5.0%	25	12.0%
12	5.5%	26	12.5%
13	6.0%	27	13.0%
14	6.5%	28	13.5%
15	7.0%	29	14.0%
16	7.5%	30	14.5%

B. At all times there shall be an officer of at least the rank of Sergeant on each of the three (3) shifts as defined in Paragraph Two of Section IX entitled HOURS of this Agreement. However, when a Sergeant's list is in existence, the top candidate from the list may be assigned to the tour of duty as prepromotional training. No candidate for promotion shall be subject to temporary transfer to fill an open position caused by the absence of a ranking officer or sergeant unless

written agreement by the Executive Board is submitted to the Chief and is agreed to.

### SECTION XXIII

#### GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or difference of opinion raised by an officer, or group of officers, covered by this agreement against the department involving as to his/her the meaning, interpretation or application of the express provisions of this Agreement. Said grievance shall be processed in accordance with the following procedure:

- A. When an employee feels that he has a grievance, he/she shall bring it in writing to the attention of the steward of the Union within 48 hours of its occurrence or the employee's knowledge of the alleged grievance in order to determine the justification of the complaint.
  
- B. If the steward feels there is justification in the complaint, he/she shall appoint a representative to arrange a meeting within five (5) calendar days from the date in which he/she received written notification of the alleged grievance, with the Chief of Police, or in the absence of the Chief of Police, the Director of Public Safety. If the Union is not satisfied with the written decision of the Chief of Police, the grievance may be brought in writing to the attention of the Town Manager within five (5) work days after a decision is handed down by the Chief of Police. The Town Manager shall discuss the grievance within five (5) work days

with the Union at a time which is mutually agreeable to the parties. If no settlement is reached, the Town Manager shall give his written answer to the Union within five (5) work days following their meeting.

C. In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the Chief of Police and the Public Safety Director within five (5) days, the matter shall be referred to the Personnel Board of Appeals.

D. If the grievance is not settled in accordance with the foregoing procedure, the Union or the Town shall refer the Grievance to binding arbitration as set forth hereinafter.

#### SECTION XXIV

#### ARBITRATION

Within five (5) days from the expiration of the period set forth in Section XXIII, the Town and the Union shall appoint an arbitrator to represent them, and each shall notify the other of the name of the person so designated by it as its representative, who shall meet and appoint a third disinterested person who shall act as Chairman of the Board of Arbitrators. In the event the two representatives cannot agree upon the third disinterested person within five (5) days, then they shall request the assignment of an arbitrator by the American Arbitration Association, or other mutually agreed upon agency.

A. In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals

having the grievance shall be required to attend and present his/her grievance. Such individual or individuals shall further be entitled to representation by legal counsel of his/her own choosing.

The arbitration panel shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The panel shall only consider in making a decision with respect to the specific grievance submitted, and shall have no authority to make a decision on any other grievance not so submitted to them. In the event the arbitration panel finds violations of the terms of this Agreement, they shall fashion an appropriate remedy. A decision handed down by a majority of the arbitration panel shall be final and binding upon the parties thereto. The panel shall submit in writing their decision within 30 calendar days following the close of the hearing. All costs and expenses of the impartial arbitrator shall be shared equally by the parties thereto.

#### SECTION XXV

##### NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the grievance procedure herein set forth, Local 303, International Brotherhood of Police Officers, for itself and all employees covered by this agreement, shall have it known that it agrees that no employee covered by this agreement shall have any right to engage in any work stoppage, slowdown or strike. It will immediately notify such employees so engaged in such unauthorized activities to cease and desist and shall publicly declare that such work

stoppage, slowdown or strike shall be subject to immediate dismissal by the Town of Narragansett without any right to any of the benefits provided for under this Agreement.

SECTION XXVI

PENSIONS

- A. The Town has provided a pension under Chapter 16 of the Codified Ordinances of the Town of Narragansett (the Town Pension Ordinance) as enacted on August 29, 1977 for all employees covered by this agreement, the benefits of which are set forth in said Town Pension Ordinance as of the date of enactment, except as the same may be hereinafter amended.
  
- B. Effective on July 1, 1992 any employee covered by this Agreement who is not eligible to participate under Section 1666 of the Public Laws shall pay eight (8%) percent of their weekly pay as a contribution to the Town Pension Plan referred to in paragraph "A". Effective July 1, 2013, all employees covered by this Agreement shall pay ten (10%) percent of their weekly pay as a contribution to the Town Pension Plan referred to in paragraph "A". For the purpose of this section, weekly pay is defined as base pay, holiday pay, and longevity. Effective July 1, 2014, the contribution shall increase to eleven (11%) percent.
  
- C. The Town Pension Ordinance will be amended by allowing Narragansett Police Officers to retire after the completion of twenty (20) years of service, regardless of age, effective July 1, 1991. Effective July 1, 2013, new hires shall be allowed to retire after twenty-five (25) years of service, regardless of age. For new hires, pension accrual for years of service will be two

(2%) percent per year. Current employees will continue to receive two and one-half (2½) percent per year.

D. Any new members of the Police Department shall be informed by an officer of the Local about the Town Pension Plan referred in paragraph 'A' within thirty days of employment.

E. Employees shall be allowed to purchase, subject to the existing rules and requirements, up to a maximum of four (4) years of continuous active duty military service time. Employees shall furnish the Town with his or her DD214.

F. Effective July 1, 2002, all employees who retire will receive a cost of living allowance. The Town of Narragansett Pension Ordinance will be amended to provide a cost of living allowance (COLA) as follows:

Subject to the requirements set forth below, all members who retire after July 1, 2002 shall be entitled to receive a three (3) percent compounded COLA applied to their pension payment, on July 1 of each year, as computed on their applicable base salary for pension purposes. All members shall receive the above mentioned three (3) percent compounded COLA upon reaching five (5) years of retirement, or when the member attains the age of fifty-two (52), whichever comes first.

Effective July 1, 2013, new hires shall receive a three (3%) percent simple COLA in accordance with the procedure set forth above.

G. Effective July 1, 2013, the provisions of the above listed paragraph F, the cost of living allowance, will

be suspended for eight (8) years, ending on June 30, 2021. Effective July 1, 2021, the provisions of paragraph F shall once again commence.

- H. When calculating an employee's pension benefit, the benefit shall be based on the employee's weekly pay, which is defined as base pay, holiday pay, and longevity.

#### SECTION XXVII

##### MISCELLANEOUS

- A. The Town of Narragansett shall make available to all permanent members of the Police Department one box (50 rounds) of target ammunition, reloads, per month per person for the months of April through and including October, a total of three hundred fifty (350) rounds.
- B. All schools and/or training classes which are available for members to attend without compensation shall be posted.
- C. Prohibited Practices: Any practice which evidences a lack of good faith in bargaining and contract administration.
- D. The Chief of Police shall determine what type of ammunition will be supplied and used by the Police Department members.
- E. All members shall be trained in the firing and use of all issued weapons and shotguns in the department arsenal on a yearly basis. Any rules and regulations governing the use of any weapon shall be determined by the Chief of Police.

F. Any officer of the same rank may, at the discretion of the Chief of Police and upon at least twenty-four hours' notice, arrange to mutually switch with another regular member of the same rank, an eight (8) hour shift for an eight (8) hour shift. No such shift switch shall be approved if it shall create a change in working conditions such that the so-called 4-2 work week provided for above becomes a 2-4 workweek. Additionally, there shall be no consecutive workweeks of 3 days on followed by 3 days off for the same officer(s) created by means of mutual switches. The Chief may at his discretion waive the requirements of this article and allow for a 3-3 or 2-4 workweek for a specified amount of time when an officer has a documented personal dilemma resulting from a serious illness by a family member or is attending law enforcement college course requirements for which no other arrangements or course scheduling can be made.

G. PERSONAL PROPERTY: When a member of the Narragansett Police Department covered by this Agreement shall, in the line of duty and without fault or negligence on the part of the employee, have prescription glasses or a watch lost, damaged or destroyed, he/she shall have said item repaired within 45 days from the date of loss or damage claim is submitted to the Chief of Police. If the items in question is deemed non-repairable or lost, then the item shall be replaced with a similar model of equal value, or one equal thereto of another brand, provided said member submits proof of purchase for the value stated in the form of a receipted sales slip from the vendor thereto to the Chief of Police so as to establish the true value and model of the item or items in question. Final determination as to the value and



decision as to repair or replacement shall be the responsibility of the Chief of Police, whose final decision in the matter of claims shall be binding and final on all parties involved thereto, subject to maximum dollar limitations as set forth below and provided that said replacement is not covered by other applicable insurance policies.

MAXIMUM DOLLAR LIMITATIONS

Prescription Eyeglasses	Replacement Cost
Wrist Watches	Replacement Cost

- H. Reserve Officer: Reserve Officers of the Narragansett Police Department shall not be assigned as a Primary Officer to patrol any sector while alone.
- I. The shift commander for each shift shall be responsible for determining the uniform of the day for all uniformed officers.
- J. The Town agrees to notify the Union prior to the installation of any video or audio equipment that's placed in police vehicles or the police station.
- K. KILLED IN THE LINE OF DUTY

The Town agrees to pay funeral and burial expenses up to a maximum of Twenty Thousand (\$20,000) Dollars of any member of the bargaining unit who is killed in the line of duty. In addition, the spouse of an officer killed in the line of duty shall continue to receive medical insurance, individual or family (if there are surviving children) as may be needed, the Town paying the full cost thereof. The spouse shall continue to receive this benefit until age 65, or unless he/she

remarries prior. Dependent children shall continue to receive said benefit in accordance with the collective bargaining agreement.

L. LIGHT DUTY POLICY

An injured officer, an officer out sick, or an officer who is temporarily disabled in any circumstance as a result of an on the job injury where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, shall be required to work light duty status. An injured officer, an officer out sick, or an officer who is temporarily disabled in any circumstance as a result of a non on the job injury where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may choose to work light duty. Provided the following holds true for both on duty and off duty temporary disabilities:

1. Capability to perform light duty shall be determined by the officer's physician.
2. An officer may request from the Chief of Police to be placed on light duty. However, prior to reporting to light duty, the officer must be informed in writing of the type of work he/she must do while on light duty. The officer's physician will use this work description to determine the officer's eligibility for light duty.
3. Light duty assignments shall in no way impede the officer's recovery. The officer shall have no contact with arrestees while on light duty.
4. While on light duty, the officer shall be assigned to his/her regular shift unless there is medical necessity for the officer to be assigned to another

shift. The officer's dress will be business casual. Whether or not the officer is capable of carrying his/her service weapon will be determined by his/her physician.

5. No officer shall be required to leave the station while on light duty.
6. The officer must be granted time off for doctor's visits or therapy.
7. All light duty assignments are strictly temporary in nature and shall not exceed eighteen (18) consecutive months.
8. Officers on temporary light duty are prohibited from engaging in outside employment, if such employment would impede the officer's recovery.
9. Officers will be allowed to appear in court if cleared to do so by their attending physician.
10. Temporary light duty in no way will restrict the officer from exercising his/her rights under the Federal Medical Leave Act or the Rhode Island Parental and Family Medical Leave Act.
11. It is not the intent of this section to in any way circumvent the terms of the R.I.G.L. 45-19-1, as amended.

M. DEPUTY CHIEF'S POSITION

All promotions to the rank of Deputy Chief shall be made in accordance with the procedures set forth in Exhibit D.

SECTION XXVIII

TERMINATION AND LEGALITY CLAUSES

If any provisions of this Agreement are subsequently

declared to be unlawful, unenforceable or not in accordance with applicable statutes law, ordinances, regulations of the United States of America and/or the State of Rhode Island, then all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within 30 days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

SECTION XXIX

DURATION CLAUSE

This agreement except as set forth below shall remain in effect until June 30, 2019, unless renegotiated or modified by mutual agreement.

  
\_\_\_\_\_  
TOWN MANAGER

  
\_\_\_\_\_  
PRESIDENT, IBPO LOCAL 303

  
\_\_\_\_\_  
TOWN COUNCIL PRESIDENT

  
\_\_\_\_\_  
VICE PRESIDENT, IBPO  
LOCAL 303

Approved as to form:

  
\_\_\_\_\_  
TOWN SOLICITOR

EXHIBIT A

SUMMARY OF COAST-TO-COAST BENEFITS

This is a summary of our coverage levels under this agreement. It includes information about *copayments*, *deductibles*, and some benefit limits. This summary is intended to give you a general understanding of the coverage available under this agreement. For more detailed information, please read Section 3.0 for the description of coverage for each particular *covered health care service* along with the related exclusions, and Section 8.0 for a list of general exclusions. Words or phrases used throughout this agreement that are in italics are defined in Section 3.0 - Glossary.

**IMPORTANT NOTE:** All of our payments at the benefit levels noted below are based upon a fee schedule called our *allowance*. If you receive services from a *network provider*, the *provider* has agreed to accept our *allowance* as payment in full for *covered health care services*, excluding your *copayments*, *deductible*, and the difference between the *maximum benefit* and our *allowance*, if any. If you receive *covered health care services* from a *non-network provider*, you will be responsible for the *provider's charge*. You will then be reimbursed based on the lesser of the *provider's charge*, our *allowance*, or the *maximum benefit*; less any *copayments* and/or *deductibles*. The *deductible*, *maximum out-of-pocket expense*, and *plan lifetime maximums* are calculated based on the lower of our *allowance* or the *provider's charge*, unless otherwise specifically stated in this agreement.

\* *Preauthorization* is recommended for this service. If you do not obtain *preauthorization* and the services are determined to be not *medically necessary* or the setting where services were received is determined to be inappropriate, we will not cover these services. *Network providers* are responsible for obtaining *preauthorization* for all applicable *covered health care services*. When the *provider* is *non-network*, you are responsible for obtaining *preauthorization*. If you receive services from a *provider* that participates with an out of state Blue Cross or Blue Shield plan, you are responsible for obtaining *preauthorization*. See Section 8.0 - definition of *preauthorization* for details.

\*\* *Copayment* amounts applicable to this benefit will not accumulate to the *maximum out-of-pocket expense*. This benefit level will not increase due to having satisfied the *maximum out-of-pocket expense* through other benefits. See Section 8.0 - Glossary for the definition of *maximum out-of-pocket expense*.

DEPENDENT AGE LIMITS	
Dependent Age	See Section 2.1 - Who is Eligible for Coverage
Dependent Children	Unmarried dependent children are covered until January 1 <sup>st</sup> following their 19 <sup>th</sup> birthday.
Dependent Students	Unmarried dependent children are covered until January 1 <sup>st</sup> following their 25 <sup>th</sup> birthday when enrolled as a student and financially dependent upon you. If student status ends, coverage will end the first day of the month following the end of student status.

Continued		Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Network Provider	Level of Coverage	
<b>SUMMARY OF MEDICAL BENEFITS</b>					
<b>Deductible/Maximum Out-of-Pocket Expense/Plan Lifetime Maximum</b>		<b>Type of Contract</b>	<b>Network Provider</b>	<b>Non-Network Provider</b>	
<b>Deductible</b>		Single	None	\$200 per member per calendar year.	
		Family	None	\$200 per member per calendar year. Up to Three family members must separately meet the \$200 individual deductible.	
<b>Maximum Out-of-Pocket Expense (Deductible, prescription drug copayments, and office visit copayments do not apply.)</b>		Single	None	\$3,000 per member per calendar year.	
		Family	None	\$3,000 per member per calendar year.  Up to Three family members must separately meet the \$3,000 individual maximum out-of-pocket expense.	
<b>Plan Lifetime Maximum</b>		<b>Per Member</b>	<b>Unlimited</b>	<b>Unlimited</b>	
				<b>Level of Coverage</b>	
<b>Type of Service</b>	<b>Section</b>	<b>Benefit Limit</b>	<b>Network Provider</b>	<b>Non-Network Provider</b>	
<b>Ambulance</b>	3.1				
• Ground	3.1		80% coverage	80% coverage** Deductible does not apply.	
• Air/water	3.1	Up to the maximum benefit of \$3,000 per occurrence.	80% coverage	80% coverage** Deductible does not apply.	
<b>Behavioral Health</b>	3.2				
<b>Mental Health Services</b>	3.2				
• Inpatient *	3.2	Unlimited days at a general hospital or a specialty hospital.	100% coverage	After deductible 80% coverage	
• Outpatient, in a Provider's office, or in your home	3.2	30 visits per member per calendar year.  Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage less \$15 copayment per individual session/ \$10 copayment per group session.	After deductible 80% coverage less \$15 copayment per individual session/ \$10 copayment per group session.	

Continued - Summary of Medical Benefits - See Important Note from First Page				
Type of Service	Section	Benefit Limit	Coverage	After Deductible
• Intermediate Care Services *	3.2	See Section 3.2 for details and limitations applicable to partial <i>hospital program</i> , intensive <i>outpatient program</i> , adult intensive services, and child and family intensive treatment.	100% coverage	After deductible 80% coverage
<b>Chemical Dependency Treatment</b>	3.2			
• Inpatient *	3.2	Detoxification: 5 admissions or 30 days per calendar year, which ever comes first. Rehabilitation: 30 days per calendar year.	100% coverage	After deductible 80% coverage
• Outpatient, in a Chemical Dependency Treatment Facility, in a Provider's office, or in your home	3.2	30 hours per member per calendar year.  Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage less \$15 copayment per individual session/ \$10 copayment per group session.	After deductible 80% coverage less \$15 copayment per individual session/ \$10 copayment per group session.
• Intermediate Care Services *	3.2	See Section 3.2 for details and limitations applicable to partial <i>hospital program</i> and intensive <i>outpatient programs</i> .	100% coverage	After deductible 80% coverage
<b>Cardiac Rehabilitation</b>	3.3			
• Outpatient	3.3	Benefit is limited to 18 weeks or 36 visits (whichever occurs first) per covered episode. See Section 3.3 for details.	80% coverage	After deductible 80% coverage**
<b>Chemotherapy Services</b>	3.32			
• Inpatient	3.32		100% coverage	After deductible 80% coverage.
• Outpatient	3.32	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After deductible 80% coverage.
• In a doctor's office	3.32	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After deductible 80% coverage
<b>Chiropractic Medicine</b>	3.4	12 visits per calendar year.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.

Continued Summary of Medical Benefits - Information from the Plan				
Type of Service	Section	Benefit Limit	Coverage	Cost to Member
Consultations in the Hospital	3.5	Must be requested by doctor in charge of your care.	100% coverage	After deductible 80% coverage
Contraceptive Drugs and Devices	3.6	Coverage varies based on type of contraceptive service. See Section 3.6.  Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		
Diabetic Equipment/Supplies	3.7			
• Diabetic equipment/supplies provided by a licensed medical supply provider (other than a pharmacy).	3.7	See Section 3.7 for limitations.	80% coverage	After deductible 80% coverage**
• Diabetic equipment/supplies purchased at a retail pharmacy.	3.7	See the Summary of Pharmacy Benefits for benefit limits and level of coverage.		
Diagnostic Imaging*, Lab, and Machine Tests	3.8	Preauthorization is recommended for certain diagnostic imaging services. See Section 3.8 for details.  See Section 3.8 for benefit limitations.		
• Inpatient	3.8		100% coverage	After deductible 80% coverage
• Outpatient Hospital Facility	3.8		100% coverage	After deductible 80% coverage
• Outpatient Non-Hospital facility	3.8	See Section 3.8 for limitations.	100% coverage	After deductible 80% coverage
Doctor's Hospital Visits	3.9		100% coverage	After deductible 80% coverage
Early Intervention Services (EIS)	3.10	Up to the maximum benefit of \$5000 per child, from birth to 36 months, per calendar year. The provider must be certified as an EIS provider by the Rhode Island Department of Human Services.	100% coverage	100% coverage Deductible does not apply.



Continued		Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Network Providers	Level of Coverage	
				Network Providers	Non-Network Provider
Emergency Room Services	3.11	See Section 8.0 – definition of <i>Emergency</i> .		100% coverage less \$100 copayment ER copayment waived if admitted as a <i>hospital inpatient</i> within 24 hours.	100% coverage less \$100 copayment ER copayment waived if admitted as a <i>hospital inpatient</i> within 24 hours. Deductible does not apply.
Experimental/ Investigational Services	3.12	Coverage varies based on type of service. See Section 3.12.			
Hemodialysis Services	3.13				
• <i>Inpatient</i>	3.13			100% coverage	After deductible 80% coverage
• <i>Outpatient</i>	3.13			100% coverage	After deductible 80% coverage
• <i>In your home</i>	3.13			100% coverage	After deductible 80% coverage
Hemophilia Services	3.14				
• <i>Outpatient</i>	3.14			100% coverage	After deductible 80% coverage
• <i>In a Doctor's Office</i>	3.14			100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
Home Health Care *	3.15	Intermittent skilled services when billed by a home health care agency.  Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		100% coverage	After deductible 80% coverage
Hospice Care *	3.16	When provided by an approved hospice care program.  Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		100% coverage	After deductible 80% coverage
Hospital Services *	3.17	Unlimited days at a <i>general hospital</i> or a <i>specialty hospital</i> ; maximum of 45 days per calendar year for physical rehabilitation.		100% coverage	After deductible 80% coverage

Continued		Summary of Medical Benefits		See Important Note from Plan Page	
Type of Service	Section	Benefit Limit	Network Provider	Level of Coverage	Costs (Deductible, Copayment)
House Calls	3.18			100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
Human Leukocyte Antigen Testing	3.19	See Section 3.19 for limitations.		100% coverage	After deductible 80% coverage
Infertility Services	3.20	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		80% coverage	After deductible 80% coverage**
Infusion Therapy	3.21				
• Inpatient	3.21			100% coverage	After deductible 80% coverage
• Outpatient	3.21	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		100% coverage	After deductible 80% coverage
• In the Doctor's office, or in your home	3.21	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		100% coverage	After deductible 80% coverage
Lyme Disease Diagnosis and Treatment	3.22	Coverage varies based on type of service. See Section 3.22			
Medical Equipment*, Medical Supplies, and Prosthetic Devices	3.23	Preauthorization is recommended for certain services. See Section 3.23 for details.			
• Inpatient	3.23			100% coverage	After deductible 80% coverage
• Outpatient	3.23			80% coverage	After deductible 80% coverage**
• Hearing Aid Services	3.23	For an eligible person under the age of 19; coverage is limited to the maximum benefit of \$1500 per ear, per 3-year period per member.		80% coverage	80% coverage** Deductible does not apply.
		For an eligible person age 19 and over; coverage is limited to the maximum benefit of \$700 per ear, per 3-year period per member.		80% coverage	80% coverage** Deductible does not apply.
• Hair Prostheses (Wigs)	3.23	Benefit is limited to the maximum benefit of \$350 per member per calendar year when worn for hair loss suffered as a result of cancer treatment.		80% coverage	80% coverage** Deductible does not apply.

Continued		Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Network Provider	Level of Coverage	
				Network Provider	Non-Network Provider
Office Visits	3.24	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.			
• Allergist and Dermatologist	3.24		100% coverage less \$15 copayment per visit.	After deductible 80% coverage less \$15 copayment per visit.	
• Asthma Education	3.24		100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Diabetes Education	3.24	Individual and group sessions are covered based on medical necessity.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Hospital Based Clinic Visits	3.24		100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Nutritional Counseling	3.24	Up to 8 visits per calendar year when prescribed by physician for treatment of illness.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Office Visits (other than Pediatric Office Visits)	3.24		100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Pediatric Office Visits	3.24	Well-Child Office Visits: Birth – 15 months: 8 visits 16 – 35 months: 3 visits 36 months – 19 years: 1 per calendar year.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
		Sick Visit	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Specialist Visits	3.24	Routine and non-routine visits.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Urgent Care Center Visits	3.24	See Section 8.0 – definition of urgent care center.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
Organ Transplants *	3.25	See Section 3.25 for detailed information.	100% coverage	After deductible 80% coverage	

Continued		Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Network Provider	Out-of-Network Provider	Conditions Coverage
<b>Physical/ Occupational Therapy</b>	3.26				
• <i>Inpatient</i>	3.26		100% coverage	After deductible 80% coverage	
• <i>Outpatient hospital when therapy is rendered within 30-days following a hospital stay, home care program or ambulatory surgical procedure.</i>	3.26		100% coverage	After deductible 80% coverage	
• <i>Outpatient hospital when therapy does not meet the criteria noted above.</i>	3.26		80% coverage	After deductible 80% coverage**	
• <i>In a doctor's/ therapist's office</i>	3.26		80% coverage	After deductible 80% coverage**	
<b>Podiatrist Services</b>	3.27	See Section 3.27 for routine foot care exclusions.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
<b>Pregnancy Services and Nursery Care</b>	3.28	Includes pre-natal, delivery, and postpartum services.	100% coverage	After deductible 80% coverage	
<b>Prescription drugs dispensed and administered by a licensed health care provider (other than a pharmacist)</b>	3.29	See Section 3.29 - Prescription Drugs for details.			
• <i>Medications other than injected drugs, infused drugs, or Anti-neoplastic (chemotherapy) drugs used for Cancer Treatment.</i>	3.29	Medications are included in the allowance for the medical service being rendered. Includes chemotherapy drugs used for other than cancer treatment.			
• <i>Injectable drugs</i>	3.29	Includes chemotherapy drugs used for other than cancer treatment.	80% coverage	After deductible 80% coverage**	

Continued Summary of Medical Benefits See Important Note from First Page				
Type of Service	Section	Benefit Limit	Level of Coverage	Non-Covered Charges
• Infused drugs	3.29	Includes chemotherapy drugs used for other than cancer treatment.	100% coverage	After deductible 80% coverage
• Anti-neoplastic (chemotherapy) drugs used for Cancer Treatment	3.29	Limited to injectable and infused anti-neoplastic drugs used for cancer treatment.	100% coverage	After deductible 80% coverage
Prescription Drugs Purchased at a Retail or Mail Order Pharmacy	3.29	See Summary of Pharmacy Benefits for benefit limits and level of coverage.		
Preventive Care Services and Early Detection Services	3.30			
• Cancer Screenings	3.30	The level of coverage for preventive care and early detection services is based on the type of service, with the exception of the cancer screenings mentioned below. See Section 3.30 for details.		
• Outpatient Hospital Facility	3.30	This level of coverage applies to the following cancer screenings: mammograms, pap smear, and PSA test.  For information on other prevention services see Section 3.30.	100% coverage	After deductible 80% coverage
• Outpatient Non-Hospital facility	3.30	This level of coverage applies to the following cancer screenings: mammograms, pap smear, and PSA test.  For information on other prevention services see Section 3.30.	100% coverage	After deductible 80% coverage
• Adult Immunizations	3.30		100% coverage	After deductible 80% coverage
• Pediatric Immunizations	3.30		100% coverage	After deductible 80% coverage
• Travel Immunizations	3.30	As recommended by the Centers for Disease Control and Prevention.	100% coverage	After deductible 80% coverage
Private Duty Nursing *	3.31		80% coverage	After deductible 80% coverage**

Continued		Summary of Medical Benefits		See Information Note from First Page	
Type of Service	Section	Benefit Limit	Network Provider	Level of Coverage	
				Non-Network Provider	
<b>Radiation Therapy</b>	3.32				
• <i>Inpatient</i>	3.32		100% coverage	After deductible 80% coverage	
• <i>Outpatient</i>	3.32		100% coverage	After deductible 80% coverage	
<b>Respiratory Therapy</b>	3.33	See program requirements in Section 3.33.	100% coverage	After deductible 80% coverage	
<b>Skilled Care in a Nursing Facility *</b>	3.34		100% coverage	After deductible 80% coverage	
<b>Smoking Cessation Programs</b>	3.35				
• <i>Counseling</i>	3.35	Coverage is limited to 8 sessions per member per calendar year.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• <i>Nicotine replacement therapy</i>	3.35	See the Summary of Pharmacy Benefits (below) for benefit limits and level of coverage.			
<b>Speech Therapy</b>	3.36				
• <i>Inpatient</i>	3.36		100% coverage	After deductible 80% coverage	
• <i>Outpatient</i>	3.36		80% coverage	After deductible 80% coverage**	
• <i>In a doctor's/therapist's office*</i>	3.36		80% coverage	After deductible 80% coverage**	
<b>Surgery Services</b>	3.37				
• <i>Inpatient</i>	3.37		100% coverage	After deductible 80% coverage	
• <i>Outpatient</i>	3.37		100% coverage	After deductible 80% coverage	
<b>Vision Care Services</b>	3.38	One routine eye exam per calendar year.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
<b>Vision Hardware</b>	3.38	Prescription glasses (lenses and/or frames) or contact lenses.	100% coverage up to the maximum benefit of \$100 per calendar year.	100% coverage up to the maximum benefit of \$100 per calendar year. Deductible does not apply.	

## SUMMARY OF PHARMACY BENEFITS

### PRESCRIPTION DRUGS PURCHASED AT A RETAIL OR MAIL ORDER PHARMACY

See Important Note from First Page

Type of Service and Site of Service	Section	Benefit Limit	Level of Coverage	
			Network Pharmacy	Non-Network Pharmacy
Prescription Drugs purchased at a Retail Pharmacy	3.29	Copayment applies to each 34-day supply or portion thereof of non-maintenance drugs; and to each 34-day supply or 100 units, whichever is greater, for maintenance drugs. Generic drugs are mandated.  Nicotine replacement therapy is limited to the day supply listed above for up to fourteen (14) consecutive weeks per calendar year.	80% coverage  Your copayment is based on the retail cost of the drug.	50% coverage  Our reimbursement is based on the pharmacy allowance. You are responsible to pay up to the retail cost of the drug.
• Anti-neoplastic (chemotherapy) drugs used for Cancer Treatment purchased at any Pharmacy	3.29	Oral prescription drugs, other than specialty prescription drugs, are covered.	100% coverage	100% coverage Our reimbursement is based on the pharmacy allowance. You are responsible to pay up to the retail cost of the drug.
Diabetic equipment/supplies when purchased at a Retail Pharmacy	3.29			
• Glucometers	3.29		80% coverage  Your copayment is based on the retail cost of the drug.	50% coverage  Our reimbursement is based on the pharmacy allowance. You are responsible to pay up to the retail cost of the drug.
• Test Strips • Lincet and Lincet Devices • Miscellaneous Supplies (including alcohol swabs and calibration fluid)	3.29		80% coverage  Your copayment is based on the retail cost of the drug.	50% coverage  Our reimbursement is based on the pharmacy allowance. You are responsible to pay up to the retail cost of the drug.

Continued		Summary of Pharmacy Benefits		See Important Note from Eligible Plan	
Type of Service	Section	Benefit Limit	Level of Coverage	Level of Coverage	Notes/Comments
Infertility Drugs when purchased at a Retail Pharmacy	3.29		80% coverage Your <i>copayment</i> is based on the retail cost of the drug.	80% coverage	Our reimbursement is based on the <i>pharmacy allowance</i> . You are responsible to pay up to the retail cost of the drug.
Prescription drugs dispensed and administered by a licensed health care provider (other than a pharmacist)	3.29	See Summary of Medical Benefits for benefit limits and level of coverage.			
Prescription Drugs purchased at a Mail Order Pharmacy	3.29	Maintenance and Non-Maintenance Drugs. <i>Copayment</i> applies to each 102-day supply or portion thereof of non-maintenance drugs; and to each 102-day supply or 300 units, whichever is greater, for maintenance drugs. Generic drugs are mandated.  Nicotine replacement therapy is not covered when purchased at a mail order pharmacy.	80% coverage Your <i>copayment</i> is based on the retail cost of the drug.	Not Covered	
Diabetic equipment/supplies when purchased at a Mail Order Pharmacy	3.29				
• Glucometers	3.29		80% coverage Your <i>copayment</i> is based on the retail cost of the drug.	Not Covered	
• Test Strips • Lancet and Lancet Devices • Miscellaneous Supplies (including alcohol swabs and calibration fluid)	3.29		80% coverage Your <i>copayment</i> is based on the retail cost of the drug.	Not Covered	



**BLUE CROSS & BLUE SHIELD OF RHODE ISLAND  
GROUP PLAN AMENDMENT**

To comply with the applicable laws and regulations of the State of Rhode Island your Benefit Booklet has been amended. The following provisions are hereby included in your Benefit Booklet.

**1. Ambulance Service-Effective Date: January 1, 2009**

a) The Summary of Benefits is amended by replacing the section entitled "Ambulance" with the following:

Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
<b>Ambulance</b>	3.1			
• Ground	3.1		100% coverage less \$50 copayment per ambulance service.	100% coverage less \$50 copayment per ambulance service. Deductible does not apply.
• Air/water	3.1	Up to the maximum benefit of \$3,000 per occurrence.	100% coverage less \$50 copayment per ambulance service.	100% coverage less \$50 copayment per ambulance service. Deductible does not apply.

b) Effective January 1, 2009, Section 3.1 entitled "Ambulance Services" is replaced with the following:

**3.1. Ambulance Services**

**Ground Ambulance**

In accordance with Rhode Island General Law § 27-20-55, ground ambulance services are covered up to the benefit limits and level of coverage listed in the Summary of Benefits.

Local professional or municipal ground ambulance services are covered when it is *medically necessary* to use these services, rather than any other form of transportation, to the following destinations:

- (a) to the closest available *hospital* for an *inpatient* admission;
- (b) from a *hospital* to home or to a skilled nursing facility or to a rehabilitation facility after being discharged as an *inpatient*;
- (c) to the closest available *hospital* emergency room immediately in an *emergency*, OR
- (d) to and from a *hospital* for *medically necessary* services not available in the facility where you are an *inpatient*.

Our *allowance* for the ground ambulance includes the services rendered by an emergency medical technician or paramedic, drugs, supplies and cardiac monitoring.

**Related Exclusion**

This plan does NOT cover ground ambulance transportation to a physician's office.

**Air/Water Ambulance**

*Medically necessary* air and water ambulance services are covered up to the *maximum benefit* limit and level of coverage listed in the Summary of Benefits. When you receive services from a *network provider* you are responsible to pay the *deductible*, *copayment*, and the difference between our *allowance* and the *maximum benefit* limit, if applicable. You are responsible to pay up to the total *charge* when a *non-network provider* renders air/water ambulance services.

Air ambulance service involves transportation by means of a helicopter or fixed wing aircraft. The aircraft must be a certified ambulance and the crew, maintenance support crew and aircraft must meet the certification requirements and hold a certificate for air ambulance operators under Part 135 of the Federal Aviation Administration (FAA) regulations.

Water ambulance involves transportation by a boat. The boat must be specially designed and equipped for transporting the sick or injured and it must also have such other safety and lifesaving equipment as is required by state or local authorities.

Use of an air/water ambulance is medically necessary when the time needed to transport a patient by land, or the instability of transportation by land, poses a threat to the patient's condition or survival or the proper equipment required to treat the patient is not available on a land ambulance.

The patient must be transported for treatment to the nearest appropriate facility that is capable of providing a level of care for the patient's illness and that has available the type of physician or physician specialist needed to treat the patient's condition.

This plan will only cover air and water ambulance services originating and terminating in the United States and its territories. Our allowance for the air/water ambulance includes the services rendered by an emergency medical technician or paramedic, drugs, supplies and cardiac monitoring.

**Related Exclusions:**

This plan does NOT provide coverage for air/water ambulance transportation unless the destination is an acute care hospital. Examples of non-covered air/water ambulance include transportation to a physician's office, nursing facility, or a patient's home.

This plan does NOT provide coverage for transport from cruise ships when not in United States waters.

**2. Enteral Nutrition Products-Effective Date: January 1, 2009**

a) The Summary of Benefits section entitled "Medical Equipment, Medical Supplies, and Prosthetic Devices" is amended by adding the following to the end of the section:

Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
• Enteral formula delivered through a feeding tube	3.23	Must be sole source of nutrition.	80% coverage	After deductible 80% coverage**
• Enteral formula or food taken orally	3.23	Benefit is limited to a maximum benefit of \$2500 per member per calendar year.  See Section 3.23 for details.	80% coverage	80% coverage** Deductible does not apply.

b) Effective January 1, 2009, Section 3.6 of the Benefit Booklet is amended by adding the following to the end of the sub-section entitled "Medical Equipment, Medical Supplies, and Prosthetic Devices":

**Enteral formulas or food (enteral nutrition)**

Enteral formula or food is nutrition that is absorbed through the intestinal tract, whether delivered through a tube for feeding or taken orally. The level of coverage differs depending on whether the enteral formula or food is the sole source of nutrition delivered through a feeding tube or taken orally.

This plan provides coverage for enteral formula and supplies to administer enteral formula when it is delivered through a feeding tube and is the sole source of nutrition. See the Summary of Medical Benefits for level of coverage.

In accordance with Rhode Island General Law §27-20-56, this plan covers *medically necessary* enteral formula taken orally for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, chronic intestinal pseudo obstruction, and inherited diseases of amino acids and organic acids. Enteral formula is covered when a *doctor* has issued a written order and must be for home use. Also, food products modified to be low protein are covered for the treatment of inherited diseases of amino acids and organic acids. *Preauthorization* is recommended.

This plan will provide coverage for enteral formula up to the *maximum benefit*. You are responsible for paying the full amount due to the *provider*. If the full amount due to the *provider* is more than the *maximum benefit*, you are responsible for paying any difference. See Section 7.1 - How to File a Claim. This plan will reimburse the lesser of the *provider's charges* or the *maximum benefit* amount indicated in the Summary of Medical Benefits. The benefit limit and level of coverage will apply as shown in the Summary of Medical Benefits.

**Related Exclusions**

This plan does not provide coverage for enteral formula taken orally without a written order from the *doctor* and unless for the treatment of the conditions listed above. This plan does not cover enteral formula taken orally unless for home use. Modified low protein food products are not covered unless for the treatment of the conditions listed above.

c) Effective January 1, 2009, sub-section entitled "Infant Formula" in Section 5.0 of the Benefit Booklet is replaced with the following:

**Infant Formula**

This plan does NOT cover infant formula whether or not prescribed unless required by Rhode Island General Law §27-20-56, entitled "Enteral Nutrition Products" or delivered through a feeding tube as the sole source of nutrition.

d) Effective January 1, 2009, a new sub-section entitled "Food and Food Products" is added to the end of Section 5.0 :

**Food and Food Products**

This plan does NOT cover food or food products, whether or not prescribed, unless required by Rhode Island General Law §27-20-56, entitled "Enteral Nutrition Products" or delivered through a feeding tube as the sole source of nutrition.



James E. Purcell  
President and Chief Executive Officer

## 100/80 250 Coinsurance Plan

# Understanding Your Benefits

### Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$250 per individual plan  
\$500 per family plan in network
- \$250 per individual plan  
\$500 per family plan out of network

### Out-of-pocket Limits

The following is the maximum you would pay out of pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance).

- \$6,350 per individual plan  
\$12,700 per family plan in network
- \$6,350 per individual plan  
\$12,700 per family plan out of network

### Please note:

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
<b>Preventive Care</b>		
▪ Adult preventive care	\$0 per visit	\$15 plus 20% per visit after deductible
▪ Child preventive care		
▪ Immunizations		
▪ Preventive lab, X-ray, and imaging		
<b>Primary Care Office Visits</b>		
▪ Adult primary care	\$15 per visit	\$15 plus 20% per visit after deductible
▪ Adult gynecological exam		
▪ Pediatric primary care		
<b>Specialist Office Visits</b>		
▪ Specialty care	\$25 per visit	\$25 plus 20% per visit after deductible
▪ Chiropractic (limit 12 visits per year)		
▪ Routine eye exam (limit 1 visit per year)		
<b>Outpatient Services</b>		
▪ Diagnostic lab, x-ray, and imaging	\$0 per visit	20% per visit after deductible
▪ Medical/surgical care	0% per visit	20% per visit after deductible
▪ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies		
<b>Inpatient Services</b>		
▪ Hospitalization	0% per visit after deductible	20% per visit after deductible
▪ Maternity		
▪ Mental Health		
▪ Chemical dependency		
▪ Rehabilitation (limit 45 days per year)		
<b>Hospital Emergency Services</b>	\$100 per visit	\$100 per visit
<b>Urgent Care</b>	\$25 per visit	\$25 per visit

▪ **Beyond Benefits**

Sign in to your member page on BCBSRI.com, and you will have useful plan and wellness information at your fingertips.

**Access Your Benefits:**

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out of pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

**Health Topics & Discounts:**

- Read about thousands of health topics in the Health Center.
- Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.
- Access our Blue365™ wellness information and discount program.

**Need Help**

**Call Customer Service**

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

**Hours:**

Monday – Friday, 8:00 a.m. to 8:00 p.m., Eastern Time

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
<b>Ambulance</b>		
▪ Ground	\$50 per occurrence	\$50 per occurrence after deductible
▪ Air/Water	\$50 per occurrence	\$50 per occurrence after deductible
<b>Durable Medical Equipment</b>	20% per service/device after deductible	20% per service/device after deductible
<b>Physical/Occupational Therapy</b>		
▪ Physical therapy	20% per visit after deductible	20% per visit after deductible
▪ Occupational therapy		
▪ Speech therapy		



*This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.*

500 Exchange Street • Providence, RI 02903-2699  
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

# Your Prescription Drug Coverage

The BCBSRI formulary (drug list) covers a wide range of commonly prescribed medications. The chart below shows how the drugs are divided into four "tiers."

		Copayment per 30-day supply	Mail Order 90-day Supply
Tier 1	Low-cost generics	20%	20%
Tier 2	Higher-cost generics and preferred brand name drugs	20%	20%
Tier 3	Highest cost generics and non-preferred brand name drugs	20%	20%
Tier 4	Specialty drugs	20%	N/A



You can find the BCBSRI formulary by signing on to your BCBSRI.com member home page and following these steps:

1. Click "Pharmacy" in the navigation bar on the left.
2. Click "Premier" at the bottom of the page.
3. Click the "preferred drug list" link under the Drug Coverage section of the page.



Blue Cross  
Blue Shield  
of Rhode Island

www.bcsri.com

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# Benefit Highlights

## TOWN OF NARRAGANSETT

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Your group number is 1292-0001. Coverage for benefits with time limitations (i.e. 6, 12, 24, 36 or 60 months) is calculated to the exact day.

The annual maximum is:	\$1,200.00 per member per calendar year
The annual deductible is:	\$0.00
The maximum lifetime cap:	Unlimited

### Pre-treatment estimates are recommended for underlined procedures.

#### Plan pays 100%; Member Coinsurance 0%

- One oral exam per calendar year performed by a general dentist
- Two cleanings per calendar year
- Fluoride treatment for children under age 19 once per calendar year
- One set of bitewing x-rays per calendar year
- One complete x-ray series or panoramic film every 36 months
- Single x-rays as required
- Sealants for children under age 14, once per unrestored permanent molar every 24 months
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers for lost deciduous (baby) teeth, replacement limited to once every 60 months.
- Extractions and other routine oral surgery not covered by a patient's medical plan.
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures.
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recontouring crowns or bridges
- Rebasing or relining of partial or complete dentures; once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

#### Plan pays 80%; Member Coinsurance 20%

- Periodontal maintenance following active therapy - two per year
- Bridges, build ups, posts and cores, crowns over implants - replacement limited to once every 60 months
- Partial and Complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months
- Osteous (bone) surgery once per quadrant every 24 months (bone grafts are not covered)
- Gingivectomies once per site every 24 months
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

#### Orthodontics:

#### Plan pays 50%; Member Coinsurance 50%

- Braces and related services for dependent children under the age of 18  
Lifetime maximum (orthodontics only) is \$1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19.

# Exclusions & Limitations

*All claims must be filed within one year of the date of service.*

Unless specifically covered by your dental plan, the following are not covered:

- Services that do not qualify for payment according to our dental treatment guidelines. (These guidelines assist Delta Dental in making determinations as to whether services are covered and whether a particular service is the least costly, clinically acceptable method of prevention, diagnosis or treatment. A service may not qualify for coverage under these guidelines even though it was performed or recommended by a dentist.)
- Any services that are not specifically covered in your group's Certificate of Coverage.
- Services received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental determines is employment related.
- Services you would not be required to pay for if you did not have this Delta Dental coverage.
- Services provided by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services rendered by someone other than a licensed dentist or a licensed hygienist operating as authorized by applicable law.
- Specialty exams.
- Consultations.
- Disorders related to the temporomandibular joint (TMJ) including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations required because of erosion, abrasion or attrition.
- Services meant primarily to change or improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Prescription drugs, lab exams or reports.
- Guided tissue regeneration.
- Temporary bridges or crowns.
- Services related to congenital abnormalities.
- General anesthesia/intravenous sedation for non-surgical extractions, diagnostic, preventive or any restorative services.
- General anesthesia/intravenous sedation administered by anyone other than a dentist.

Delta Dental also reserves the right to adopt and to apply, from time to time, such administrative policies as it deems reasonable in approving the eligibility of subscribers and the appropriateness of treatment plans and related charges.



AMENDMENT TO AGREEMENT BETWEEN THE  
TOWN OF NARRAGANSETT AND LOCAL 303  
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

WHEREAS, the Town of Narragansett ("Town") and Local 303, International Brotherhood of Police Officers ("Local 303") entered into a Collective Bargaining Agreement effective July 1, 2004, through June 30, 2007; and

WHEREAS, subsequent to the execution of the Collective Bargaining Agreement, a new position of Deputy Chief was created; and

WHEREAS, the parties have been in discussions relative to the status of the position of Deputy Chief and have reached an agreement as to how to treat that position.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the position of Deputy Chief in the Narragansett Police Department shall be excluded from the bargaining unit represented by Local 303 and shall in all respects be treated as a nonunion position.
2. That all future appointments to the position of Deputy Chief shall be made from members of Local 303, and the Town shall not appoint any person to that position who is not a member of Local 303.
3. The filling of the Deputy Chief position shall be done by creating an ordinance for promotion criteria, which shall be similar to the current Collective Bargaining Agreement for both Lieutenants and Captains of the Narragansett Police Department. Current Lieutenants with 3 years or more time in grade and Captains of the Narragansett Police Department will be eligible to apply for the position of Deputy Chief. The criteria shall be as follows:
  - a. Written Exam - 30%

- b. Oral Board Evaluation – 50%
- c. Chief's Points – 10%
- d. Seniority – 10%: 1 point for each year of service in grade, up to a maximum of 10 years or 10 points. Captain seniority will include years in grade, plus years in grade at the rank of Lieutenant, up to 10 years or 10 points.
- e. Educational Incentive
  - 1. One (1) point for an Associates Degree.
  - 2. Two (2) points for a Bachelors Degree.
  - 3. Three (3) points for a Masters Degree.

These points will be added to the candidate's aggregate score.

- 4. The Deputy Chief shall not be used to fill Patrol Officer in Charge vacancies or overtime, except in matters of mutually recognized emergency conditions.

Town of Narragansett

Dated: 3/20/06

By:   
Maurice J. Loontjens, Jr.,  
Town Manager

Dated: 3/20/06

By:   
Anne-Marie Silveira,  
Town Council President

IBPO, Local 303


Dated: 3/20/06

By:   
Kyle Kokas,  
Vice President

Dated: 3/20/06

By:   
Scott Vellone,  
Treasurer

Approved as to form:

  
Mark A. McSally, Town Solicitor  
Dated: 3-20-06

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and upon the Town of Narragansett (the Town) and the International Brotherhood of Police Officers, Local 303 (the Union).

Whereas the Town and the Union wish to formulate a policy pertaining to administrative assignments within the Narragansett Police Department, the Town and the Union hereby agree to the formulation of an Administrative Assignment Committee consisting of the following members:

1. Chief of Police or designee.
2. Members of Local 303 Executive Board.
3. Detective Commander or designee.
4. Prosecution Officer.

The Committee referred to above shall identify those positions within the Department which will be considered administrative assignments, and shall also determine the work schedule and hours of work.

Once the terms of the administrative assignments are determined, they shall become part of and incorporated in the collective bargaining agreement.

Signed on this, the 6 day of August, 2007.

International Brotherhood  
of Police Officers, Local 303

  
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Kyle Rekas, President

Town of Narragansett

  
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