

TOWN OF NEW SHOREHAM
AND
IBPO LOCAL 720



Collective Bargaining Agreement
for
JULY 1, 2013 TO JUNE 30, 2016

****COLLECTIVE BARGAINING AGREEMENT****

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An Act to Provide for Settlement of Disputes Concerning Employment of Employees of the Police Departments", this Agreement is made and entered into this 10th day of May, 2013 by and between the TOWN OF NEW SHOREHAM (hereinafter referred to as the "Town" and the INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 720 (hereinafter referred to as the "IBPO Local 720").

PREAMBLE

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An act to Provide for Settlement and Disputes Concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments", the Town recognizes that the full time police officers of the Town have the statutory right to bargain collectively with the Town and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions, and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town to regulate, manage and control the Police Department of the Town except as specifically modified by the express terms of this contract.

This Agreement is subject to the provisions of said Chapter, wherein the full-time police officers who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

Whenever used in this Agreement, the words "Member" and "Officer" each shall have the same meaning, which is active, full-time, permanent, paid police officers of the Town of New Shoreham in the ranks of Patrol Officer, Corporal, Sergeant and Lieutenant and shall exclude all others including the Chief and any part-time, reserve or seasonal personnel hired by the Town.

ARTICLE I – IBPO LOCAL 720 RECOGNITION

Section 1 - RECOGNITION

The Town recognizes the IBPO Local 720 as the exclusive bargaining agent for Members for the purpose of collective bargaining and entering into agreement relative to wages, salaries, hours, working conditions and other terms and conditions of employment. This Agreement, for its duration, constitutes complete discharge and satisfaction of the obligations created by this Section.

Section 2 - EMPLOYMENT SECURITY

The parties to this Agreement will not discriminate in any way against any Member for Membership or for legitimate activities or for non-Membership in the IBPO Local 720 nor shall the

parties discriminate in any way against police officers because of race, age, sex, creed, color or national origin.

Section 3 - TIME OFF FOR BARGAINING

One Member of the bargaining unit who is an officer of the IBPO Local 720, or who is appointed by the IBPO Local 720 as a Member of said IBPO Local 720's Collective Bargaining Negotiation Committee, shall be allowed time off with pay for official Police **Local** negotiations and/or conferences with the Town Manager and without requirement to make up said time.

Section 4 – IBPO LOCAL 720 SECURITY

All Members of the bargaining unit shall have the right to join or refrain from joining the IBPO Local 720. All Members of the bargaining unit who are covered by the terms of this Collective Bargaining Agreement, shall be required to pay the IBPO Local 720 an amount of money equal to the initiation fee uniformly required for Membership in the IBPO Local 720 and a monthly service fee equal to the monthly dues charged Members of the IBPO Local 720 to defray the costs in connection with the IBPO Local 720's legal obligations and responsibilities as the exclusive bargaining agent of the Members covered by this Agreement. In addition, any Member of the bargaining unit who chooses not to join the IBPO Local 720 shall be required to pay an assessment uniformly levied upon all Members of the IBPO Local 720 in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed collective bargaining agreement. The aforesaid payments shall be payable on or before the first day of each month and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those persons who are Members of the IBPO Local 720. Other than the payment of the fees above referred to, those Members of the bargaining unit who do not choose to join the IBPO Local 720, shall be under no further obligation or requirement of any kind to said IBPO Local 720. It is further understood and agreed that as a condition of continued employment all Members of the bargaining unit shall, on the 30th day following their appointment as a Full-time Police Officer of the New Shoreham Police Department, or the effective date of this Agreement whichever is later, pay the established fees above referred to.

Section 5 – IBPO LOCAL 720 REPRESENTATION

Any Member of the bargaining unit shall, if they desire, be represented by a Member of the IBPO Local 720 when appearing before the Chief of Police to answer any charges that they have violated any rules and regulations of the Department or any of the terms and conditions of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

It is recognized that, pursuant to Town Charter, Article VIII, Section 802, the operation of the Police Department is the responsibility of the Chief of Police. Moreover, it is the Town which ultimately retains all rights and jurisdiction including, but not limited to, selection and direction of the working forces; hiring, suspension or discharge of Members; making binding rules not inconsistent with the express terms of this Agreement; assigning, promoting and transferring employees; determining the

amount of overtime to be worked; relieving Members from duty because of lack of work or for other reasons; deciding on the number and location of facilities, stations; determining the work to be performed, the amount of supervision necessary, the equipment and/or methods by which work shall be performed and the scheduling of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; and purchasing services of others by contract or otherwise, except as these rights may be specifically limited by the expressed terms of this Agreement.

ARTICLE III - SERVICE REQUIREMENTS

Section 1 - SENIORITY

Seniority is defined to mean the accumulated length of continuous service to the Town, computed from the first day of hire as a full-time police officer. No appointment of any Member will be deemed permanent until they have served twelve (12) probationary months of continuous, full-time service and completed the Rhode Island Municipal Police Academy. Members shall have no seniority rights or grievance rights during this probationary period; the Member's employment may be terminated by the Town Manager without recourse to grievance procedure or arbitration as set forth in Article XII.

A seniority list will be prepared after the effective date of this Agreement, with a copy posted. The list shall be revised not less than once a year. The list shall be final and binding unless a grievance is filed within five (5) working days following the date of posting.

Section 2 - LEAVE OF ABSENCE

A Member's length of service shall not be terminated or reduced but shall continue to accumulate during authorized leave of absence with pay. A Member's length of service shall not be terminated by absence pursuant to an authorized leave of absence without pay or a lay-off, except as hereinafter provided, but shall not continue to accumulate during such period of absence.

A Member's length of service shall be lost and employment terminated if any of the following occur:

- (a) discharge;
- (b) resignation;
- (c) un-excused failure to return promptly upon expiration of authorized leave;
- (d) absence for five (5) consecutive working days without leave or notice;
- (e) layoff for longer than thirteen (13) consecutive months;
- (f) absence for illness or injury for longer than thirteen (13) consecutive months;
- (g) retirement.

Section 3 - LAYOFF

In the event it becomes necessary for the Town to layoff Members of the bargaining unit, the Member with the least seniority shall be laid off first. The last laid off Member shall be the first to be re-hired at the same rate of pay at which the Member was employed prior to the lay off. It is further agreed that no persons shall be hired by the Town to perform any police function until all persons laid off have been re-hired, provided that the person laid off is available for work and physically capable of performing.

Section 4 - RANK ADVANCEMENT

No Member can be promoted more than one grade level at any one time except as noted below as regards promotion to Chief of Police.

Patrolman to Corporal - At least one year of full-time employment in the New Shoreham Police Department as Patrolman.

Corporal to Sergeant - Two years of full-time employment in the New Shoreham Police Department as Corporal.

Sergeant to Lieutenant - Three years of full-time employment in the New Shoreham Police Department as Sergeant.

No promotion can be made without the recommendation of the Chief of Police, appointment by the Town Manager and the approval of the Town Council.

The Chief of Police may recommend hiring an individual from outside the employment of the New Shoreham Police Department for the rank of Corporal, Sergeant or Lieutenant provided that the individual is a graduate of the Rhode Island Police Academy and has served the equivalent number of years with a Rhode Island Police Department to qualify for the rank as outline above. Any such recommendation made by the Chief of Police to the Town Manager must first have the approval of a majority of the active members of the New Shoreham Police Department bargaining unit.

ARTICLE IV - DUTIES

The duties of the Members of the bargaining unit shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the Town of New Shoreham and the statutes of the State of Rhode Island and other such necessary auxiliary, administrative, police service functions as are, or may be, prescribed by the Chief of Police.

Section 2 - DETAIL TO OTHER DEPARTMENT

The Town agrees that Members of the bargaining unit whose police duties are defined in Article IV, Section 1 shall be detailed to other departments of the Town for the performance of police duties only.

ARTICLE V - REPLACEMENT SERVICES

Section 1 - REPLACEMENT SERVICES

When it is determined by the Chief of Police or the Shift Commander that a replacement is necessary, the vacancy shall be offered to a Member, in order of seniority and in rotation, whenever such replacement does not jeopardize individual or public safety. If no Member is available, the Chief or Shift Commander may offer the shift to a reserve or seasonal officer.

Section 2 - CIRCUMVENTION OF OVERTIME

No Member's tour of duty shall be changed solely to circumvent overtime.

ARTICLE VI - VACATION LEAVE

Section 1 - VACATION ALLOTMENT

All Members of the New Shoreham Police Department shall be entitled to the following calculated vacation time.

1. More than six (6) months, but less than one (1) year - five (5) days
2. More than one (1) year but less than two (2) years - ten (10) days
3. More than two (2) years, but less than five (5) years - fourteen (14) days
4. Five (5) years or more - twenty-one (21) days

For the purpose of determining the date of employment with the Town, the beginning date shall be the first day on which said Member began their present term of employment with the Police Department of the Town of New Shoreham. On December 31st of each year, a Member may carry an accumulated ten (10) days of vacation plus vacation leave taken during the first pay period of the calendar year into the new calendar year; all other accumulated vacation time shall be lost.

Section 2 - TIME OF VACATION

Vacation leave may be taken at any time during the year subject to approval by the Chief of Police.

Section 3 - VACATION LEAVE PREFERENCE

Vacation leave preference shall be decided by seniority, but in no case will there be more than one Member on vacation at any time. The scheduling of all vacation is subject to approval by the Chief of Police.

Section 4 - PERSONAL DAYS

Members are entitled to three and one-half (3½) paid personal days each calendar year. Personal leave will not accumulate or be carried forward. Personal leave may be taken at any time during the year subject to the approval of the Chief of Police.

Section 5 - VACATION LEAVE

Upon approval of the Town, Members may contribute vacation leave to another Member's account provided that the receiving Member meets the extenuating circumstances and emergency conditions described in Article VIII Section 4.

ARTICLE VII - HOLIDAYS

Members shall receive twelve (12 ½) paid holidays per year, computed on a 40 hour week, which are as follows;

- | | | |
|------------------------|---------------------------|-------------------------------------|
| New Year's Day | Labor Day | December 31 st (1/2 day) |
| Martin Luther King Day | Columbus Day | |
| President's Day | Veteran's Day | |
| Memorial Day | Thanksgiving | |
| Independence Day | Friday after Thanksgiving | |
| Victory Day | Christmas | |

Members shall receive payment for six and one-quarter (6 ¼) holidays on the first pay period following July 1 and payment for six and one-quarter (6¼) holidays on the first pay period after December 1.

ARTICLE VIII - SICK LEAVE

Section 1 - SICK LEAVE

All Members covered by this Agreement shall be credited with sick leave at the following rate: one day will be added each month up to a maximum of one-hundred two (102) days. On the first pay period ending after December 31st of each year, Members may carry an accumulated ninety (90) days of sick leave plus sick leave taken during the first pay period of the calendar year into the new calendar year; all other accumulated sick leave shall be lost. Leave may be granted by the Chief of Police, at his discretion, for the illness of a Member's child, parent or spouse, unless covered in Article IX Section 4 herein.

Section 2 - ACCUMULATION

Accumulation of sick leave credits shall commence upon the effective date of hire as a Member but shall not be compensated in the event of termination or resignation. Sick leave pay shall be based upon the individual Member's regular straight-time daily rate of pay, which shall be computed, based on a forty (40) hour regular work week.

Section 3 - CONTRIBUTIONS

Upon approval of the Town, Members may contribute sick leave to another Member's account provided that the receiving Member meets the extenuating circumstances and emergency conditions described in Article VIII Section 4.

Section 4 - CONDITIONS

Sick leave shall be granted for absence from duty because of actual personal illness or enforced quarantine established by the Department of Health or other competent authority. Members shall be entitled to a maximum of six (6) months parental and medical leave in any two (2) years to care for a new or seriously ill child, parent or spouse or as medical leave if the Member is seriously ill. Accrued sick and vacation leave may be used. The balance of time is leave without pay, however, Town will continue payment of all benefits.

Sick leave shall be payable only with respect to a workday on which the Member would otherwise have worked and shall in no event apply to any Member's scheduled day off, vacation, leave of absence or to any day for which a Member has received full pay from the Town.

Members may use a reasonable amount of sick leave, with the approval of the Chief of Police, in order to make arrangements, where necessary, and attend the funeral of a deceased family member. Family members are Spouse, Child, Father, Mother, Father-in-law, Mother-in-law, Brother, Sister, Grandfather, Grandmother, Grandchild, Uncle or Aunt. In the event of death of individuals other than those provided for in this paragraph, the decision for bereavement leave is at the discretion of the Chief of Police. When unusual travel conditions exist, bereavement leave may be extended with permission of the Chief of Police.

Section 5 - CERTIFICATE

In any case where sick leave exceeds three (3) working days the Town may require, as a condition of payment of sick leave, a physician's certificate indicating the nature of the illness and probable duration of absence from work.

Other medical proof satisfactory to the Town may, at the option of the Town Manager, be required of any Member requesting or returning from sick leave. A Member returning from injury leave may, at the option of the Town Manager, be required to undergo a physical examination, at the expense of the Town, by a doctor chosen by the Town as proof of such Member's fitness for work.

In cases where an injured Member is a participating Member of the Rhode Island Police Officer's Retirement System Twenty Year Plan and by reason of such Membership is entitled to an accidental disability retirement in accordance with the General Laws of the State of Rhode Island, as amended, he shall apply for such benefits and if he qualifies the obligation of the Town shall cease on the effective date of such retirement for accidental disability.

Section 6. - RETIREMENT SICK PAY

All Members shall be entitled to severance pay upon retirement from the Police Department equal to the number of their accrued sick days on the effective date of such retirement. To qualify for this provision, retirement is defined as retirement after twenty years under the plan referenced in Article XV.

ARTICLE IX - MEDICAL FOR JOB RELATED INJURIES

Section 1 - INJURIES

Any Member who is injured in the line of duty shall receive such benefits as may be provided by Section 45-19-1 of the General Laws of the State of Rhode Island 1956, as it may be amended from time to time.

The Town further agrees that line of duty occurs when a Member reports for duty as defined in Article XII, Sections 3 and 4.

The Town agrees that a Member is considered injured in the line of duty when a Member is actually performing police work for and on behalf of the Town, regardless of their shift. The Town and IBPO Local 720 acknowledge the necessity for Members to perform police work for and on behalf of the Town beyond their shift.

The parties agree that in those cases in which the injury was caused under circumstances creating a legal liability in some person other than which the Town pays the damages in respect thereof, the Town shall be subrogated to the rights of the Member to recover damages therefore.

Section 2 - MEDICAL CARE FOR INJURIES

Medical Care for those Members injured in line of duty shall be as follows:

- A. Those Members of the bargaining unit injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician. The choice shall be made by the Member or, if their condition prevents them from making their choice, by the appropriate member of their family. The Member shall at all times have the right to change their physician. If the Member requires hospitalization and medical treatment outside the State of Rhode Island, they shall first secure the permission of the Town Manager for the same, which permission shall not be unreasonably withheld.
- B. In other cases involving injuries in the line of duty, which do not require hospitalization, the Member shall have the right to be treated by a physician of their own choice.

- C. When a Member has suffered a minor injury in the line of duty, which does not require the care of a physician, a report on the injury and treatment shall be made to the Town Manager in accordance with regulations.
- D. When a Member has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, they shall then be examined by a Town designated physician.

If the Town's physician finds that the present condition is not related to the previous injury, the Member shall then be entitled to be examined by the physician who attended them for the original injury or a physician of their choice. If the opinion of the Member's private physician is in conflict with that of the Town's physician as to whether or not the Member's condition is the recurrence of a previous injury in the line of duty, then a third physician mutually agreeable to the Town's physician and the Member's physician shall examine said Member, and the opinion of the physician so selected shall be conclusive upon the parties. If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Town shall then be responsible for payment of the Member's medical expenses. If it is finally determined that said recurrence is not of a previous injury in the line of duty, the IBPO Local 720 shall then be responsible for payment of the Member's medical expenses and the Town's expenses.

Sections 3 - MEDICAL EXPENSES FOR INJURIES OR ILLNESS IN THE LINE OF DUTY

The Town agrees to pay for all expenses as set forth in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended. The Town further agrees that the time lost by said Member as the result of any injury received or sickness contracted in the performance of said Member's duty shall not be deducted from said Member's sick leave provided for in Article VII.

Section 4 - MEDICAL EXPENSES FOR MEMBER'S FAMILY

Subject to the approval of the Town Manager, the Town agrees to pay all expenses for inoculation or immunization shots for the family of a Member residing in their household when such becomes necessary as a result of said Member's exposure to contagious disease where said exposure to said disease occurred in the line of duty.

ARTICLE X - LIABILITY INSURANCE

The Town shall pay all costs and expense for liability insurance for each Member of the bargaining unit. This insurance coverage shall protect the Member against any and all liability for false arrest, erroneous service of civil proceedings, false imprisonment, malicious prosecution, libel, slander, deprivation of civil rights including conspiracy to deprive of civil rights, defamation of character, assault and battery damages to property, personal injury, sickness or disease, or other cause of action which may be incurred as a result of any act by such Member in the performance of their duties hereunder. In the event of costs and expenses in excess of said insurance coverage, the Town shall hold each Member of the bargaining unit harmless for any and all such costs and expenses.

ARTICLE XI - RULES AND REGULATIONS

The Town agrees to furnish each Member of the bargaining unit with a complete set of rules and regulations governing the Police Department.

ARTICLE XII - COMPENSATION

Section 1 - COMPENSATION

The annual base salary for the following Members shall be as follows:

	7/1/2010 (3%)	7/1/11 (0%)	7/1/12 (2%)	7/1/13 (3.5%)	7/1/14 (3.5%)
Lieutenant	\$52,182.19	\$52,182.19	\$53,224.81	\$55,087.68	\$57,015.75
Sergeant	\$45,183.22	\$45,183.22	\$46,086.88	\$47,699.93	\$49,369.42
Corporal	\$40,191.42	\$40,191.42	\$40,995.25	\$42,430.08	\$43,915.13
Patrolman	\$38,049.02	\$38,049.02	\$38,810.00	\$40,168.35	\$41,574.24

There shall be a wage re-opener for the fiscal year beginning July 1, 2015.

In fiscal years beginning July 1, 2013, July 1, 2014 and July 1, 2015, the Police budget shall contain the sum of \$750.00 per union member for uniform costs and said amount shall be available for use through Purchase Order, but shall not be the property of any individual employee if unexpended.

Section 2 - LONGEVITY

Members shall receive longevity pay based upon the terms of service in the continued employment of the Police Department.

5 years but less than 10 years.....	4%
10 years but less than 15 years.....	5%
15 years or more.....	6%

Length of service shall be as of June 30th each year and longevity shall be disbursed on June 30th each year.

Section 3 - WORK SCHEDULE

For the period of November 1 to May 1, the Chief of Police will schedule personnel to provide continuous Police coverage twenty-four (24) hours per day. The work week shall be defined as forty (40) hours per week. Based upon a staffing level of three officers, excluding the Chief of Police, the schedule shall consist of four (4) days on and two (2) days off. If staffing levels go below three officers, the schedules may be changed to five (5) days on and two (2) days off. Any further

below three officers, the schedules may be changed to five (5) days on and two (2) days off. Any further changes may be implemented upon agreement of all parties. Members who serve as stand-by for the Chief of Police shall be paid Twenty-five (\$25.00) Dollars for the period designated by the Chief of Police as stand-by time. In the event the officer is called into work during his stand-by period, he shall be paid at the rate of one and one-half his regular hourly rate of pay with a minimum of four (4) hours or stand-by, whichever is the greater amount.

Call back time shall be paid at time and one-half of the Member's regular hourly rate of pay. In the event a Member is called back by the Chief of Police for an empty shift, the Member shall cover the whole shift as herein defined for compensation of eight hours at one and one half their regular hourly rate. The Member's regular hourly rate of pay shall be determined by dividing the annual base salary by 2080.

For the period of May 1 to November 1, the work schedule shall be determined by the Chief of Police. Members other than the Chief shall be paid regular pay for forty (40) hours during any one-week and time and one-half of their regular hourly rate of pay for any additional hours during any one week.

Each officer shall be entitled to two (2) consecutive days off during every seven (7) consecutive days.

Section 4 - DETAIL PAY

All officers on private details shall be paid \$40.00 per hour for a minimum of two (2) hours. The detail rate charge by the Town shall be set at \$45.00 to cover administrative costs for same.

Section 5 – RETIREMENT CREDIT

Holiday pay and Longevity payments are considered part of a member's base pay regardless of the method payment for same. In the event of retirement or voluntary separation from the New Shoreham Police Department, members will be compensated for those holidays on which they were employed and longevity will be prorated to their last day of work and compensated accordingly.

Section 6 - STAFFING

The Town of New Shoreham agrees that a minimum staffing level for the Department is five officers, excluding the Chief of Police, and every effort will be made to reach this staffing level in 2007-2008 and thereafter maintain it. The Town and IBPO Local 720 agree that IBPO Local 720 will not enforce Article XII Section 6 during the term of this Agreement provided the Town maintains the staffing levels of the 2009 summer season (See Appendix B, Memorandum of Agreement).

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1 - GRIEVANCE

A grievance is a dispute or difference of opinion raised by a Member covered by this Agreement against the Town involving the meaning, interpretation or application of the express provisions of this Agreement or the fact that a Member of the bargaining unit believes they have been treated unfairly.

Section 2 – PROCEDURE

The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously in accordance with the following procedure;

Step 1 - Any Member covered by this Agreement who has a grievance shall submit it in writing to the Chief of Police within ten (10) business days after the event giving rise to the grievance.

The grievance shall be signed by both the aggrieved Member and their IBPO Local 720 representative. The Chief of Police, the grievant, and their IBPO Local 720 representative shall meet within fifteen (15) business days of the filing of the grievance at a time and location mutually agreeable to all the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by both the Chief of Police, the grievant and the IBPO Local 720 representative. If no settlement is reached, the Chief of Police shall give written answer to the IBPO Local 720 within ten (10) business days following the meeting.

Step 2 - If the grievance is not settled in Step 1 and the Member wishes to appeal the grievance to Step 2 of the grievance procedure, the grievance shall be submitted in writing to the Town Manager within ten (10) business days after the answer in Step 1. The Town Manager, the Chief of Police, the grievant, and IBPO Local 720 representative shall meet within twenty (20) business days after the filing of the grievance with the Town Manager at a time and location mutually agreeable to all parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by both the Town Manager, the Chief of Police, the grievant and IBPO Local 720 representative. If no settlement is reached, the Town Manager shall give the Town's written answer to the IBPO Local 720 within ten (10) business days after the meeting. If the Chief or Town Manager fails to answer on the date prescribed, the grievance shall be deemed to have been denied on that date.

Section 3 - ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure, the IBPO Local 720 may refer the grievance to arbitration within seven (7) business days after the receipt of the answer in Step 2. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days

after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the IBPO Local 720 shall immediately request the American Arbitration IBPO Local 720 to submit panels of arbitrators pursuant to its Rules.

Section 4 - AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a binding award with respect to the specific issue submitted to them. The arbitrator shall be without power to make an award contrary to or inconsistent with, modifying or varying, the laws of the State of Rhode Island or the Ordinances of the Town of New Shoreham in effect at the date of the arbitration hearing. The arbitrator shall submit in writing their award within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The award shall be based solely upon the arbitrator's interpretation of the meaning, application of the express terms of this Agreement to the facts of the grievance presented.

Section 5 - TIME LIMITS

No grievance shall be entertained or processed unless it is submitted within the (10) business days after the occurrence of the event giving rise to the grievance. If a grievance is not presented within each of the time limits set forth above, it shall be considered waived. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the grievant and the IBPO Local 720 may elect to treat the grievance as denied, and therefore, immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

Section 6 - DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Town from discharging or otherwise disciplining any Member covered by this Agreement, regardless of seniority, for just cause. In the event that a discharged Member feels that they have been unjustly dealt with, said Member, or the IBPO Local 720 with the permission of the Member, shall have the right to file a complaint, which must be in writing with the Town within ten (10) business days from the time of discharge. Said complaint will be treated as a grievance subject to the grievance and arbitration procedure herein provided. If no complaint is filed within the time specified, the said discharge shall be deemed absolute.

Section 7 - LAW ENFORCEMENT OFFICER'S BILL OF RIGHTS

The Parties hereby acknowledge the Law Enforcement Officer's Bill of Rights, Title 42, Chapter 28.6 of the Rhode Island General Laws.

ARTICLE XIV - MEDICAL

Section 1 - MEDICAL COVERAGE

It is agreed that the Town will provide, at its expense, hospitalization insurance described below for the Members covered by this Agreement. Effective July 1, 2013, active employees will pay a co-share of \$304 (Individual Plan) or \$608 (Family Plan). There will be a healthcare re-opener for July 1, 2015 to July 1, 2016.

1. For Members who work less than 20 hours per week (less than 1040 hours per annum) - no coverage.
2. For Members who work 20 hours up to 35 hours per week (1040 hours per annum to 1819 hours per annum) - individual coverage only.
3. For Members who work 35 hours or more per week (1820 hours per annum or greater) - family coverage.
4. The Town agrees to provide Health and Dental benefits as described in Appendix A of this Agreement.

If a Member's hours are reduced to less than the hours at which they were hired, they shall receive the benefits at the level at which they were hired. No Member's hours shall be changed to circumvent medical benefits. If a Member wishes to reduce their hours, the Town will negotiate an appropriate reduction in benefits.

Section 3 - MEDICAL ON RETIREMENT

Members who shall retire from said Police Department shall be entitled to purchase Health and Dental Benefits as described in Appendix A of this Agreement through COBRA, and the Rhode Island Police Officer's Retirement System.

ARTICLE XV - RETIREMENT

Section 1. Members covered by this Agreement shall be enrolled in the Rhode Island Police Officer's Retirement System, Twenty Year Plan with COLA B and the rules, regulations and costs as required by that plan will be borne by the Members and the Town as required by the plan.

Section 2. Members covered by this Agreement will have the option to participate in the ICMA-RC 457 Plan under the rules governed by the Plan Document. Members hired after the Plan's inception shall complete their probationary period before they are eligible to participate. Members shall be employed by the Town for two years before they are eligible for any contribution by the Town on their behalf. All costs relating to the Plan will be borne by the Town and the Members in accordance with the Plan.

Section 3. The Town shall increase salary for eligible Member's for the purpose of deferring the increase to the Member's 457 account based on the following years of service and corresponding amount:

10 years	\$1,404.00	\$54.00/pay period
6 - 9 years	\$1,092.00	\$42.00/pay period
2 - 5 years	\$ 780.00	\$30.00/pay period

A Member shall meet the requirements of the Plan document. For the purposes of determining the anniversary date, length of service is determined as of June 30. Members must defer the increase to the 457 account. The increase may not be taken in cash. If any increase in the 457 account numbers is negotiated by the New Shoreham Employees Association under their contract, it is agreed that said increases shall automatically apply here.

ARTICLE XVI - NO STRIKE CLAUSE

In consideration of the right of the Members of the bargaining unit to a resolution of disputed questions under the Grievance Procedure herein before set forth, the IBPO Local 720, for itself and all Members of the Bargaining Unit, hereby agrees that no Member of the Bargaining Unit shall have the right to engage in any work stoppage, slowdown or strike. If any unauthorized work stoppage, slowdown or strike shall take place, the IBPO Local 720 will immediately notify such Member or Members engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

ARTICLE XVIII - SEVERABILITY

It is understood by the Town and the IBPO Local 720 that nothing contained in this Agreement shall be inconsistent with any law of the United States, the State of Rhode Island, or the Town of New Shoreham Town Ordinances. In the event that any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unconstitutional, the remainder of the provisions of this Agreement shall remain in full force and effect. It is agreed that in the event any provision is declared invalid or unconstitutional, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall become effective on the First (1st) day of July, 2013 and shall remain in full force and effect to and including the 30th day of June, 2016 and shall continue in full force and

effect from year to year thereafter, with the exception of Article XII, Compensation, which shall be renegotiated for years subsequent to June 30, 2015, until either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change of modifications must notify the other party to this Agreement in writing, one hundred-twenty (120) days prior to the Financial Town Meeting which is the last day in which money can be appropriated by the Town in the year the Contract expires. Should either party to this Agreement serve notice upon the other party, a joint conference of the Town and the IBPO Local 720 shall commence no later than ninety (90) days prior to the expiration date in the year in which the notice is given.

ARTICLE XX - TRAINING ACADEMY COSTS

The Parties understand that probationary police officers, before they are hired and as a condition of employment, are required by the Town to execute an agreement in form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town in IBPO Local 720 with their attendance at the Municipal Police Academy in the event that they voluntarily leave employment with the Town within two years of graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be salary paid to the officer while attending the Academy, the cost of books, tuition, uniform, other school materials and the costs incurred by the Town in collecting such sums from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the Member's probationary period.

IN WITNESS THEREOF, the Town of New Shoreham has caused this Agreement to be signed and executed in its behalf by its Town Manager, and the President has signed and executed this Agreement, the day and year first above written.

WITNESS:

Town of New Shoreham

Shirley J. Hoban

By Nancy O. Dodge
Nancy O. Dodge, Town Manager

Shirley J. Hoban

By Joseph DeMatteo
Joseph DeMatteo, President
IBPO Local 720

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In New Shoreham, in said County and State, on the 10 day of May, 2013, before me personally appeared Nancy O. Dodge, the Town Manager, of the Town of New Shoreham, Rhode Island, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Town of New Shoreham, Rhode Island and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the Town of New Shoreham, Rhode Island.

Notary Public Shirley J. Hoban
My Commission Expires: 10/3/2013

STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In New Shoreham, in said County and State, on the 10 day of May, 2013, before me personally appeared Joseph DeMatteo, President of the IBPO Local 720, to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of the IBPO Local 720.

Notary Public Shirley J. Hoban
My Commission Expires: 10/3/2013