

AGREEMENT

THE TOWN OF NORTH KINGSTOWN, RHODE ISLAND

AND

LOCAL 473, INTERNATIONAL BROTHERHOOD OF

POLICE OFFICERS, N.A.G.E.

2010 - 2013

ARTICLE I

SECTION 1.1	RECOGNITION	1
SECTION 1.2	MANAGEMENT RIGHTS	2
SECTION 1.3	NO STRIKE; NO LOCKOUT	2
SECTION 1.4	NO DISCRIMINATION.....	3
SECTION 1.5	DEFINITION	3
SECTION 1.6	EXCLUSIONS.....	3
SECTION 1.7	PROBATION TIME.....	4
SECTION 1.8	AGENCY SHOP.....	4
SECTION 1.9	DUES WITHHOLDING.....	4
SECTION 1.10	UNION BUSINESS.....	5

ARTICLE II

SECTION 2.1	GRIEVANCE - ARBITRATION PROCEDURES	6
-------------	--	---

ARTICLE III

SECTION 3.1	CLASSIFICATION AND PAY.....	7
SECTION 3.2	LONGEVITY PAY.....	8
SECTION 3.3	PERSONNEL.....	9
SECTION 3.4	INSURANCES	10
SECTION 3.5	UNIFORM ISSUE	14
SECTION 3.5.1	ALTERNATIVE LEATHER HOLSTER.....	16
SECTION 3.6	UNIFORM ALLOWANCE.....	16
SECTION 3.7	SENIORITY	16

SECTION 3.8 MOTOR VEHICLES17

SECTION 3.9 EXCLUSIONS FROM DUTIES17

SECTION 3.10 EDUCATION AND TRAINING18

SECTION 3.11 TERMINAL PAY19

SECTION 3.12 VACATIONS.....20

SECTION 3.13 FAMILY ILLNESS AND PERSONAL LEAVE.....21

SECTION 3.14 SICK LEAVE22

SECTION 3.15 BEREAVEMENT LEAVE.....24

SECTION 3.16 DEATH BENEFIT.....24

SECTION 3.17 TRAINING ACADEMY COSTS.....25

ARTICLE IV

SECTION 4.1 HOURS OF WORK.....26

SECTION 4.1.1 SHIFT DIFFERENTIAL PAY27

SECTION 4.2 OVERTIME PAY27

SECTION 4.3 OUT OF RANK PAY28

SECTION 4.4 CALLBACK.....28

SECTION 4.5 HOLIDAY PAY29

SECTION 4.6 TOWN AND PRIVATE DETAILS30

SECTION 4.7 SHIFT ASSIGNMENTS.....33

SECTION 4.8 EXCHANGE OF DUTY33

ARTICLE V

SECTION 5.1 PROMOTION TO SERGEANT.....34

SECTION 5.2 PROMOTION TO LIEUTENANT35

SECTION 5.3 PROMOTION TO CAPTAIN36

SECTION 5.4 PARTICIPATION37

ARTICLE VI

SECTION 6.1 LEGAL PROVISIONS38

SECTION 6.2 SAVING CLAUSE38

SECTION 6.3 DURATION.....38

SECTION 6.4 ENTIRE AGREEMENT39

AGREEMENT
BETWEEN
THE TOWN OF NORTH KINGSTOWN, RHODE ISLAND
AND
LOCAL 473, INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, N.A.G.E.

PREAMBLE

The following Agreement effective as of the first of July, 2010, by and between the Town of North Kingstown, Rhode Island, hereafter referred to as the Town, and Local 473, I.B.P.O., N.A.G.E., hereinafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 28-9.2-6 in the general laws of R.I., 1956, as amended, such Title being known as the Policemen's Arbitration Act. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the Town and to encourage more effective police service in the public interest.

ARTICLE I

Section 1.1 RECOGNITION

The Town recognizes Local 473, International Brotherhood of Police Officers, National Association of Government Employees, as the sole and exclusive bargaining agent pursuant to certifications granted by the Rhode Island State Labor Relations Board for the

purposes of collective bargaining under the provisions of Section 28-9.2-5, General Laws of R.I., 1956, as amended. The Union recognizes the Town Manager and/or his designated representative or representatives as the sole and exclusive representative(s) of the Town of North Kingstown, Rhode Island, for the purpose of collective bargaining.

Section 1.2 MANAGEMENT RIGHTS

Except as specifically abridged or modified by any provision of this Agreement, the Town will have, whether exercised or not, all of the rights, powers and authority, including but not limited to the following: determine the standards of services to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of the governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; to hire and assign and transfer employees within the department for other police related functions subject to the seniority provisions of Section 3.7 herein; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

Section 1.3 NO STRIKE; NO LOCK-OUT

The Union agrees that it will not call or support any strike, work stoppage, work slow down or any other action against the Town that would impede the proper functioning of the

Town government at any time. The Town agrees that it will not lock out any employees at any time.

Section 1.4 NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation or union membership or non-membership.

Section 1.5 DEFINITION

(a) The terms "employee" and "member", as used in this Agreement, mean a full-time, active, permanent employee of the North Kingstown Police Department who is granted the limited or unlimited power of arrest, from the rank of Clerk/Dispatcher (hired prior to July 1, 1995) up to and including the rank of Captain. Employees on unpaid leave of absence or absent due to active military service or absent from active service for the Town for any other reason shall not be covered by this Agreement except to the extent required by law or as expressly otherwise provided by their explicit inclusion within other individual Sections of this Agreement. Employees under unpaid disciplinary suspension of 2 days or less shall continue to accrue economic benefits under this Agreement, such as sick leave and vacation entitlements, and those on longer unpaid disciplinary suspensions shall have such rights and benefits as may be prescribed by the authority, panel or court pursuant to LEOBOR.

(b) Whenever used herein, terms that identify specific parties, including but not limited to, "Union," "Town," "Chief," or "Chief of Police," "Town Manager," and "Director of Public Safety," shall mean the person or entity named or his/her/its designee.

Section 1.6 EXCLUSIONS

All part-time, seasonal, temporary, and probationary employees of the Department,

including Community Service Officers, as well as those not granted the power of arrest, including Clerk/Dispatchers hired after July 1, 1995, and all permanent members of the Department above rank of Captain are excluded from the provisions of this Contract.

Section 1.7 PROBATION TIME

The probationary period for Police Patrolman, Police Clerk/Matron and Police Clerk/Dispatcher shall be twelve (12) months from date of swearing-in.

Section 1.8 AGENCY SHOP

A. All full-time police officers of the North Kingstown Police Department from the rank of Clerk/Dispatcher up to and including the rank of Captain shall have the right to voluntarily join or refrain from joining the Union. Employees who choose, however, not to join the Union and who are covered by the terms of this contract shall be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the bargaining unit.

B. The aforesaid fees shall be payable on or before the first day of each month. Other than the payment of these service fees, those employees who do 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 of the effective date of this Agreement, whichever is later, pay the monthly services fees.

Section 1.9 DUES WITHHOLDING

A. The Town agrees to deduct, bi-weekly, from the pay of all employees covered by this Agreement who authorize such deduction from their wages in writing, such membership

dues and service fees as may properly be assessed by the Union. Withholding authorization forms shall be provided the employees by the Union and shall be signed by the individual employee and filed with Town Treasurer prior to any wage withholding.

B. The Town further agrees to forward the monies so deducted, together with a list of names of employees from whose wages such deductions have been made, by the fifteenth (15th) day of the month, following the month in which said deductions are made, to the Comptroller, I.B.P.O., 159 Burgin Parkway, Quincy, Massachusetts, 02169. A copy of the aforementioned list shall also be provided Local 473, I.B.P.O. The obligation of the Town for funds actually deducted under this section terminates upon the mailing of the deductions so made to the person authorized by the Union to receive such amounts from the Town.

Section 1.10 UNION BUSINESS

Employees covered by this Agreement who are officers of Local 473 or who are appointed by the members of the Police Department as members of the Union's Collective Bargaining Negotiating Committee, but not exceeding three (3) in number, shall be allowed time off with pay for official Union business in negotiating with or for conference with Town Administration Corporate authorities as defined in Chapter 54 of the Public Laws of the State of R.I., 1963, and all amendments thereto, without the requirement to make up said time. Members elected as the Local's Executive Board shall be allowed time off with pay for required attendance at Grievance proceedings and Law Enforcement Officers' Bill of Rights hearings, **arbitration proceedings and contract negotiations** without the requirement to make up said time, providing however that such time off shall not include preparation time, and shall be limited to **three** members of the Executive Board per hearing session. Tri-annually, one (1) delegate from Local 473 shall be allowed time off with pay to attend the International's

Convention. Annually one (1) delegate from Local 473 shall be allowed time off with pay to attend three (3) regional half-day meetings of the Union. The expenses of delegates' attendance at either Tri-annual Conventions or regional half-day meetings shall not be borne by the Town.

ARTICLE II

Section 2.1 GRIEVANCE - ARBITRATION PROCEDURES

It is hereby agreed by and between the Town and the Union that the following procedures are established for the purpose of resolving alleged grievances of members of the Department arising out the interpretation of this Agreement:

A. If a member has an alleged grievance, he shall, in writing, within ninety-six (96) hours from its occurrence, bring the matter to the attention of the Executive Board of the Union.

B. If the Executive Board decides there is a justification for the alleged grievance, it shall appoint a representative to arrange a meeting with the Chief of Police within five (5) days after receipt of the notice of the alleged grievance.

C. If the alleged grievance cannot be resolved with the Chief of Police, a representative of the Union may, within an additional five (5) days, arrange a meeting with the Town Manager.

D. If agreement cannot be reached via the procedures set forth above, the grievance may be submitted to arbitration by either party giving written notice to the other party, within five (5) days of the meeting with the Town Manager, of such intention. Within five (5) days of the receipt of said notice by the other party, both parties shall endeavor to select an impartial arbitrator by mutual agreement. In the event of the absence of such mutual agreement within the aforementioned five (5) day period, the matter shall be referred to the American Arbitration Association for selection of an impartial arbitrator and arbitration proceedings in accordance

with the Voluntary Labor Arbitration Rules of said Association. The arbitrator shall have no power to add to, subtract from, or change the terms of this Agreement. The arbitrator shall be confined solely to the interpretation and application of the terms of this Agreement and, his decision shall be final and binding on both parties. The Union and the Town shall share fees and expenses of the impartial arbitrator equally.

E. A grievance as referenced in this Agreement shall be defined as a dispute arising out of the interpretation of any of the terms of this Agreement, but shall exclude disciplinary action, which shall be processed under the North Kingstown Police Departmental Rules and Regulations and/or State Law. Officers may appeal disciplinary action of two (2) days suspension or less by requesting a review by the Town Manager, in writing, within seven (7) days of the disciplinary action. The Town Manager will schedule a hearing within ten (10) days thereafter. The employee will have a right to Union representation at the hearing and will have a full opportunity to provide such information as he/she wishes. The decision by the Town Manager shall be final and binding on all parties.

ARTICLE III

PERSONNEL, PAY AND BENEFITS

Section 3.1 CLASSIFICATION AND PAY

The pay rates and pay ranges for job classes in the bargaining unit, for the fiscal years beginning **July 1, 2010** and ending **June 30, 2011** shall be prescribed in Appendix A, attached. **This shall represent a 1% wage increase effective July 1,2010 only for employees who are not working a 12-hour shift; effective July 1, 2011 a 1% salary increase for all members; effective July 1, 2012 a 2% salary increase for all members.**

When the Town declares a permanent vacancy exists in one of the departmental ranks as listed in sections 5.1, 5.2 and 5.3 of the contract, the Town shall fill said vacancy from the promotional list designated for that particular rank within 30 days of the vacancy.

If the permanent vacancy develops in the absence of a current promotional list, the Town shall fill the vacancy as soon as the new list is established.

If a permanent vacancy exists in the rank of patrol, the Town shall attempt to place a newly hired officer in the R.I. Municipal Police Training Academy as soon as a vacancy exists at that institution.

The Town shall begin the testing procedures for departmental ranks as outlined in sections 5.1, 5.2 and 5.3 of the contract ninety days prior to the expiration of the existing list.

Section 3.2 LONGEVITY PAY

Longevity Payments to all full-time employees in the bargaining unit (excluding temporary, seasonal, part-time and per diem employees) shall be based on the following scale:

<u>Aggregate Years of Continuous Service</u>	<u>Total Annual Longevity Payment</u>
5, but less than 11 years	2-1/2% of Base
11, but less than 15 years	5% of Base
15, but less than 20 years	7-1/2% of Base
20 years or over	10% of Base

Said longevity payments shall not affect the annual increment to which an employee is entitled, but are compensation for continued and faithful service to the Town.

Time spent in the Armed Forces of the United States (i.e., Army, Navy, Airforce, Marine Corps, and Coast Guard) while on approved military leave from the Town, shall be included in determining the number of aggregate years of service.

Section 3.3 PERSONNEL

A. The Town and the Union shall recognize and adhere to all provisions of Federal, State and Local Laws, the North Kingstown Police Department Rules and Regulations and the terms of this Agreement.

B. It is not the intention of this section to deprive any member of the bargaining unit of any benefits conferred by the Town's Personnel Ordinance and/or Personnel Rules and Regulations, as it or they may be amended from time to time. The sole purpose of this section is to make it clear that in the event there is any conflict, contradiction, overlap or duplication between this Agreement and/or the departmental Rules and Regulations and/or ordinance, then the terms of this agreement and the provisions of the Departmental Rules & Regulations shall control.

C. It is understood by the Town and the Union that the Police Department Rules and Regulations are subject to continuing revision by the aforementioned Police Chief and the Director of Public Safety.

D. Material will not be added to the Police Department Rules and Regulations without prior discussion between the Director of Public Safety, the Police Chief and the Union; provided, however, that this shall not be construed to require the Union's approval, and provided, further, that in the case of operational emergency requiring an order to cover a specific situation covered by the Department's Rules and Regulations, the Chief may waive prior discussion which, however, he will initiate within four (4) days after such an order has been issued.

E. In the interest of public safety and in accordance with other health requirements, the Town may require an employee to take psychiatric or physical examinations and when the appointment for such examinations is during employee's regularly scheduled work hours, he/she

will receive straight time compensation for those hours. The cost of said examination will be borne by the Town.

F. Employees shall be required to obtain and maintain a valid Rhode Island driver's license, or a driver's license from the State of Connecticut, or the Commonwealth of Massachusetts.

Section 3.4 INSURANCES

A. Liability

The Town shall purchase and maintain, as available, during the term of this Agreement, group liability insurance covering suits involving false arrest charges against any member of the Department. In the event such insurance becomes unavailable to the Town, the Union will be notified immediately. Joint efforts may then be made to obtain coverage elsewhere.

The Town will also continue to maintain comprehensive liability coverage.

B. Health Insurance

(i) The Town will make available a PPO insurance product and a HMO product (including, if applicable, semi-private, Student Rider to age 25, "Preferred RX," Vision Care Plan and Managed Benefits plan"), ^{SUMMARY OF BENEFITS ATTACHED BY APPENDIX A} each as and if made available to the Town from time to time ^{MSB 8/21/10} by the Town's insurance carrier. The Town may also make other health insurance products ^{BFW 8/27/10} available to employees from time to time, in its discretion. Such policies will provide family coverage to married employees and individual coverage to unmarried employees.

(ii) No employee hired after June 30, 1998 will be eligible to receive coverage under a plan more costly than the Town's Healthmate product.

C. Retiree Health Care Coverage

Town will pay up to the same per capita amount for a PPO product, or in lieu of the foregoing at the officer's option, an HMO product each as and if available from the Town's insurance carrier, from the date of their retirement until such time as they secure employment which provides reasonably comparable medical insurance or until they are eligible for Medicare or other Federal Programs. Health insurance coverage shall be suspended if the retiree receives reasonably comparable medical insurance pursuant to a policy held by the retiree's spouse. At any time a retiree's health benefits are suspended due to either employer provided coverage or coverage held by a spouse, when said employment or spousal coverage ends, for whatever reason, health benefits provided hereunder shall be reinstated as soon as practicable after the Town has been notified in writing by the retiree.

D. Alternative Health Option

Upon presentation of alternative health care coverage pursuant to a non-Town paid plan satisfactory to the Town, employees eligible for paid health care insurance under this agreement may choose not to be covered under the Town's group health insurance policies. Said alternative coverage must make the Town employee eligible for an occupational health rider, under the Town's group health insurance policies, the cost of which will be borne by the Town. Eligible employees enrolled in a family plan making this choice shall receive fifty percent (50%) of the Town's cost for family plan coverage, not to exceed the cost of fifty percent (50%) of the cost of family PPO plan, for each full contract year in which they are not covered for family coverage. Those dropping individual coverage shall receive fifty percent (50%) of the Town's cost for individual plan coverage, not to exceed the cost of fifty percent (50%) of the cost of individual PPO plan, for each full contract year in which they are not covered for individual coverage. 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. Employees who wish to opt out of a plan must notify the Town during the month of June, with the change in coverage being effective as of July 1st. Payments to employees under this provision shall be made at the end of each contract year, in arrears, no later than thirty days after the year-end. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to no payment under this Section for that year.

E. Life Insurance

The Town shall provide for each member of the Department, during the term of this Agreement, Group Life Insurance in the face amount of **Sixty Thousand Dollars (\$60,000.00) with no co-pay**. This coverage shall further provide for double indemnity in the event of accidental death, contain a provision for conversion by a member to an individual policy at the time of termination of his employment with the Department and provide for each member to be furnished a certificate of such insurance.

F. Dental Insurance

The Town will make available Delta Dental Levels II, III and IV.

G. Vision Eyewear

The Town will continue to make a vision eyewear plan available, provided Blue Cross/Blue Shield continues to offer it to the Town.

H. Alternative Coverage – Town Option

The Town shall have the right at any time, after prior consultation with the Union, to provide equivalent coverage as substitute for any or all of the insurance coverages set forth in this Section 3.4 by self-insurance, national insurance, alternative carriers or otherwise.

I. Coordination and Substitution of Benefits/Dual Coverage

In the event any employee or dependent or dependents are entitled to benefits under any employee insurance plan or employer self-insurance plan providing benefits similar or identical to this Agreement, the benefit hereunder shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other group plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services rendered, and shall not exceed the amount provided for under this Agreement. If the said other group plan contains a provision for non-duplication of benefits, the group plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the group plan or program insuring the father will be considered primary.

The benefits provided for under the group health insurance covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, dental, etc., benefits. It is intended that the benefits provided by the group health insurance covered by this Agreement shall comply with and be in substitution for any provision of similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the group health insurance covered by this Agreement are not considered in substitution therefore, the benefits provided for under the group

health insurance covered by this Agreement shall be reduced by the amount of such benefits provided under such law.

Pursuant to the foregoing, any employee eligible for insurance coverage paid for by the Town or any of its subdivisions in addition to coverage provided by this Section will not be entitled to double coverage, but rather will receive coverage under one family plan. That plan will be the one provided employees by this Section unless the employee's spouse's coverage is provided pursuant to a collective bargaining agreement which does not expressly permit such coverage to be displaced, in which case the spouse's insurance will be retained and the employee's will not.

J. Contribution

Effective July 1, 1995 for employees hired on or after that date, the Town shall pay 80% of the cost of coverage provided for under this Section and the employee shall pay 20%, except Group Life Insurance.

Effective July 1, 2010, employees hired on or after July 1, 1995 will continue to pay 20% of the cost of coverage provided while covered by Town insurance; employees hired before July 1, 1995, but not yet eligible for a 20 year pension benefit, will pay 20% during active employment and 20% in retirement unless they retire on their 20th anniversary of employment, in which case they will not pay 20% in retirement, and; employees hired before July 1, 1995 who are eligible for a 20 year retirement as of July 1, 2010, will be required to pay 20% contribution effective July 30, 2010, in both active employment and in retirement, unless they retire on or before July 30, 2010.

Section 3.5 UNIFORM ISSUE

The Town shall supply to each member of the Department hired after July 1, 1985

issues of uniforms and equipment to include the following:

One (1) winter jacket

One (1) summer jacket

Four (4) trousers, two-winter weight, two-summer weight

One (1) pair shoes

One (1) pair gloves

One (1) gun belt and related equipment

Two (2) ties

One (1) cap

One (1) winter raincoat

One (1) hat cover

Four (4) shirts

two (2) long sleeve

two (2) short sleeve

One (1) Bullet Resistant Vest

Uniform apparel, badges and nametags as required by the Department.

At the conclusion of the (warranty) life of a bullet resistance vest the Town shall replace such vests through a competitive bid process. Replacement vests shall meet or exceed the standards of the National Institute of Justice NIJ-STD-0101.03 "Ballistic Resistance of Police Body Armor," Threat Level II. Officers are responsible for vest replacement due to neglect, improper care or maintenance, or weight loss or gain (sizing).

Section 3.5.1 ALTERNATIVE LEATHER HOLSTER

Upon presentation of a documented medical excuse and upon prior approval of the Chief, officers shall be allowed to purchase, at their expense, and use for duty an alternate leather holster, which would be of equivalent security as the Department-issued leather.

Section 3.6 UNIFORM ALLOWANCE

A. The Town shall allow the **sum of Fifteen Hundred Dollars (\$1,500.00)** per annum as a uniform allowance for each uniformed and non-uniformed member of the department covered by this agreement. Each of these members shall receive said amount on **August 1**.

C. Any item of uniform or civilian apparel damaged beyond repair while in the line of duty will be replaced by the Town at no cost to the member.

Section 3.7 SENIORITY

A. Insofar as is practicable, seniority of the members of the North Kingstown Police Department shall be computed according to the continuous service in each rank, except for patrol officers, where seniority shall be computed according to continuous service from the date said member is sworn in as a police officer for the Town of North Kingstown. Seniority rights shall apply to shift assignments for all members other than probationary patrol officers, days off and vacations. The term "shift assignment" shall not be interpreted to include the assignment of members holding the rank of sergeant and above to newly created departments, divisions, or positions. A senior officer, however, may reject a seniority position or benefit. This shall not be construed by the Town as a waiver of such officer's seniority rights in a subsequent situation where seniority would prevail.

B. Within thirty (30) days subsequent to the execution of the Agreement, the Town shall furnish the Union and the department, a copy of the proposed seniority list and the Union

and/or the Department shall have thirty (30) days in which to make any changes or corrections to said list and/or signify their approval thereof. Following the approval of the order of seniority by all parties thereto, an official, up-to-date seniority list shall be posted and maintained on the bulletin board at the Police Headquarters for the benefit of all Department members. All subsequent seniority questions shall be resolved in accordance therewith.

C. In the event two (2) or more members of the Department have the same date of original employment with the Department, seniority shall be determined by the member's final scores in the State Municipal Training School.

Section 3.8 MOTOR VEHICLES

A. It is understood and agreed by both the Union and the Town that the washing, cleaning, and mechanical maintenance of police vehicles, excluding refueling, will not be duties performed by the police officers during their normal tour of duty, except during emergencies. It is understood and agreed by both the Union and the Town that the Town shall maintain police vehicles in safe operating condition and that all repairs will be made as quickly as possible.

B. An officer, during his lunch period, may use a police vehicle as available provided, however, that such officer shall be subject to call during said lunch period.

C. The town agrees to provide and maintain air conditioning, in all of the police vehicles, used by members of this agreement, which are purchased subsequent to July 1, 1987.

Section 3.9 EXCLUSIONS FROM DUTIES

The maintenance of the headquarters building or 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.

Section 3.10 EDUCATION AND TRAINING

A. Members of the Department who plan to attend courses related to law enforcement degree programs offered by any accredited college during a fiscal year of the Town, must submit a statement in writing to Chief of the Department describing such course or courses and the cost thereof, including the cost of required course materials. This statement must be submitted prior to the date a prepared budget is submitted by the Department to the Town Manager for such fiscal year.

B. The Town of North Kingstown shall pay the complete tuition and expense of books, supplies and graduation fees incurred by members who are members who are enrolled in a degree course at any accredited school or college. Such expense shall be paid by the Town upon request for said course within a fourteen day period. Evidence must be provided by the member or full reimbursement must be made to the Town by the member. However, if a course is not completed or is failed, the Town will be reimbursed by the Officer for the cost of the tuition and expenses immediately upon the Officer's withdrawal from the course.

C. BCI Training. Officers attending the Rhode Island BCI course at URI will receive pay for a regular work shift on each day of such attendance that falls on a day on which they are scheduled to work, and they will not be expected to work their normal shift on that day. For purposes of this subsection only, the same day for officers who work the midnight shift shall be deemed to be the following day. I.e., officers on midnight shift will not be expected to work, but will be paid as if they had worked, the regular shift beginning at midnight immediately following the BCI training.

3.11 TERMINAL PAY

All members who leave the service of the Town for any reason shall receive all pay, which may be due them with the following qualifications:

A. Members not working a 12-hour shift who have completed one (1) year's service shall be paid for all unused vacation time to a maximum of not to exceed forty (40) days. Employees working a 12 hour shift schedule who have completed one (1) year's service shall be paid for all unused vacation time to a maximum of 320 hours. Employees who leave before completing one (1) year's service shall not be entitled to any vacation pay upon termination.

B. Terminal pay shall be paid to members who are dismissed due to a reduction in force from Town employment in the following manner:

1. Six (6) months, but less than six (6) years of continuous service - One (1) week of pay at the normal rate.

2. Six (6) years but less than eleven (11) years of continuous service - Two (2) weeks of pay at the normal rate.

3. Eleven (11) or more years of continuous service - One (1) day's pay at normal rate for each year or fraction thereof.

C. Members who are retired or the estates of members who die in the service of the Town shall be paid for all unused sick leave, not to exceed nine hundred sixty (960) hours at 100% of the officer's hourly rate, all accumulated vacation leave, not to exceed three hundred twenty (320) hours.

D. On separation from the service of the Town, voluntarily or otherwise, no member, with the exception of those who are eligible for retirement or die in the service of the Town, shall receive any pay for any accumulated sick leave.

Section 3.12 VACATIONS

A. Vacation leave shall be allowed and considered earned by a member who has not completed five (5) full years of continuous service with the Town on the basis of one and one-quarter ($1\frac{1}{4}$) of one (1) day for each of said month's service, the same to accrue at the end of the first full month of employment, but no member shall be allowed a full vacation leave until he has completed one (1) full year's service. A member who enters the service before the 16th or who leaves after the 15th of any month shall earn one and one-quarter ($1\frac{1}{4}$) of one (1) day of vacation leave for that month.

B. Vacation leave shall be allowed and considered earned by the member who has completed five (5) full years of continuous service with the Town on the basis of one and one-half ($1\frac{1}{2}$) days for each of said month's service, the same to accumulate to a maximum of eighteen (18) working days per year. After ten (10) years of continuous service eighteen (18) days vacation a year plus one (1) day for each year of continuous additional service to a maximum of thirty (30) days per year shall be allowed and considered earned by the member.

Vacation days shall be credited in a lump sum during the first pay period in January.

C. Vacation leave may be accumulated to any amount but only fifty (50) days of such leave may be carried over from one (1) calendar year to another. The amount of accumulated vacation leave of an employee in excess of fifty (50) days at the end of a town calendar year, shall be credited to the sick account of the employee.

D. Holiday's under this Agreement, if occurring during a member's vacation period consisting of at least four (4) consecutively assigned workdays if the member works an 8-hour shift, or three (3) consecutively assigned work days if the member works a 12-hour shift, shall not be charged to the member's accrued vacation time.

E. Members may utilize annual leave on holidays.

F. The vacation hours that have been accrued up to the date on which the 12-hour shift schedule takes effect will be continued and maintained as presently accounted for by the Police Department (8 hours per day). For members working 12-hour shifts, all days earned thereafter will be converted to hours according to the following formula:

$h/37.5 = x/42$ where h is the number of hours accrued on the 4/2 schedule and x is the number of hours to be accrued on the 12 hour schedule. Thus an officer who currently accrues 120 hours of vacation per year will receive 134.4 hours ($120/37.5 \times 42 = x = 134.4$).

This formula is intended to fairly increase paid time off in exactly the same proportion to hours worked per week as exists on June 30, 2010. It provides increases in sick time and vacation time, even as the number of days worked is reduced by 25%.

SECTION 3.13 FAMILY ILLNESS AND PERSONAL LEAVE

A. Family Illness Leave

Any member shall be allowed time off, not to exceed three (3) working days in each current year, when his presence is required to be with his immediate family on account of serious illness and the same shall be reported by the employee to his supervisor when leave is taken. This leave shall be with pay but shall not be granted until the employee has completed one (1) year of continuous service. "Immediate family" shall be defined as including only spouse, domestic partner, children, mother, father, brother, sister, and any other relative living in the member's household. Family Illness Leave shall not be credited as hours worked for purpose of determining overtime pay and shall not be chargeable to the member's accrued sick leave.

The Chief of the Department may require satisfactory proof of illness or the need for attending a member of the immediate family and may disallow family illness leave in the absence of such proof.

After a member uses all Family Illness Leave, they shall have the option of this time being charged as sick or annual leave time should additional time be required. Any member may choose to carry over no more than two (2) days of unused Family Illness Leave to the following fiscal year for a total not to exceed five (5) Family Illness Leave Days.

B. Personal Leave

Any member shall be allowed time off, for personal reasons, not to exceed one (1) working day in each current year. A personal day may not be used while an employee is on sick leave and may not be used during the week immediately before or after an employee's scheduled vacation without the approval of the Chief of the Department. This leave shall be with pay and shall be granted by the Chief of Department or by a patrol commander subject to the approval of the Chief. No explanation or justification shall normally be required of the member as to the purpose or use of personal leave time. Personal leave shall not be credited as hours worked for purpose of determining overtime pay.

C. For purposes of this subsection 3.13, the term "day" shall mean a 12-hour day for those working 12-hour shifts, and an 8-hour day for those working 8-hour days.

Section 3.14 SICK LEAVE

A. All members shall receive one and one fourth (1-1/4) days per month, or fifteen (15) days per year for sick leave, which they may accumulate during continuous service from year to year without limit.

B. Any member who uses no sick time for the period of July 1 through December 31, they shall be entitled to one (1) additional annual leave day at the start of the next fiscal year. [12-hour day for those working 12-hour shift; 8 hour day for all others.]

Any member who uses no sick time for the period of January 1 through June 30, they shall be entitled to one (1) additional annual leave day at the start of the next fiscal year. [12-hour day for those working 12-hour shift; 8-hour day for all others.]

C. If a member has accrued sick leave in excess of 120 days, the member may request the Town buy back all or any portion thereof these hours at fifty percent (50%) of the member's current salary, payable during the first pay period in December and not for purposes of pensions.

D. EXTENDED SICK LEAVE BENEFITS

It is recognized that a member covered by this agreement may suffer an off the job illness or injury that causes a member to exhaust all accumulated sick and vacation leave. In order to assist such member in a time of need, the Town agrees to allow the donation of sick leave from any other member of the bargaining unit. On September 1st of each year, the Town will provide the necessary forms to be executed by the members of the bargaining unit allowing such members to donate a maximum of five (5) accumulated sick leave days per member into a central sick leave depository. Only after all of a member's sick leave and those accumulated vacation leave days in excess of thirty days have been utilized, may a member request to be granted sick leave days from the depository. Such request will be made on a form provided by the Town and be submitted to the Town Manager. Requests for sick leave must be accompanied by a physician certificate indicating the nature of the illness or injury and the estimated date the

member will return to active duty. The maximum number of days that any member may use from the depository in any contract year is sixty (60) days.

E. The sick leave hours that have been accrued pursuant to subsections A, C and/or D above up to the date on which the 12-hour shift schedule takes effect will be continued and maintained as presently accounted for by the Police Department (8 hours per day). For those working 12-hour shifts, days earned pursuant to those sections thereafter will be converted to hours according to the following formula:

$h/37.5 = x/42$ where h is the number of hours accrued on the 4/2 schedule and x is the number of hours to be accrued on the 12-hour schedule. Thus an officer who currently accrued 120 hours of sick leave per year will receive 134.4 hours ($120/37.5 \times 42 = x = 134.4$).

This formula is intended to fairly increase paid time off in exactly the same proportion to hours worked per week as exists on June 30, 2010. It provides increases in sick time and vacation time, even as the number of days worked is reduced by 25%.

Section 3.15 BEREAVEMENT LEAVE

All members of the bargaining unit shall be eligible to receive three (3) days bereavement leave, per occurrence, on the death of a member of his/her immediate family. "Immediate family" shall be defined, for the purposes of bereavement leave, as including spouse, domestic partner, children, mother, father, brother, sister, grandparents and mother and father-in-law, step children, step-father, step-mother, step brother, step sister, mother-in-law, and spouses grandparents. Bereavement leave shall not be chargeable to the member's accrued sick or annual vacation leave.

Section 3.16 DEATH BENEFIT

In the event that a member of the bargaining unit shall be killed in the line of duty,

The Town will defray all funeral expenses up to a maximum of Four Thousand (\$4,000.00) Dollars.

Section 3.17 TRAINING ACADEMY COSTS

The parties understand that probationary police officers, within ninety days of appointment as such, required by the Town to execute an agreement in a form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town related to 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, that they repay three-quarters (3/4) of all such sums if they voluntarily leave the employment of the Town more than two years, but less than three years after graduation from the Academy and that they repay one-half (1/2) of all such sums in the event they voluntarily leave the employment of the Town more than three years but less than four years after graduation from the Academy, and that they repay one-quarter (1/4) of all such sums in the event that they voluntarily leave the employment of the Town more than four years but less than five years after 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 (if any is paid), uniforms, other school materials and costs incurred but the Town in collecting such sums (including reasonable attorneys' fees) from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period.

ARTICLE IV

SHIFT HOURS, OVERTIME, OUT OF RANK, CALL BACK AND HOLIDAY PAY

Section 4.1 HOURS OF WORK

The regular hours of work each day shall be consecutive for uniformed personnel except for any authorized interruptions for lunch period.

The regular work schedule for all uniform members of the Department, except those assigned to administrative duties, the Community Relations Sergeant and the Clerk/Dispatchers, shall be a fourteen (14) day cycle starting on Tuesday and consisting of two (2) consecutive working days of twelve (12) hours followed by two (2) consecutive days off, followed by three (3) consecutive days on; then two (2) consecutive days off, followed by two (2) consecutive days on followed by three (3) consecutive days off. All such regularly scheduled shift hours worked are part of the officer's regular pay and thus pensionable.

The work week for the Community Relations Sergeant, Clerk/Dispatchers, Clerk/Matron, non-uniformed members, and those assigned to administrative duties shall be five (5) consecutive eight (8) hour shift increments followed by two (2) days off. Each eight (8) hour shift increment shall include a one-half (1/2) hour lunch period.

All members of the Department covered by this Agreement shall be present at Roll Call, which shall commence at ten (10) minutes prior to the beginning of a member's shift. Members shall report to said Roll Call fully prepared for duty. Time spent while attending Roll Call shall not be considered for pay purposes, under any circumstances, but shall be considered as part of and included in the normal shift hours, which the Roll Call precedes.

At the end of the day on June 30, 2013, all changes effected as a result of or related to the 12 hour shift schedule shall revert back to the status as of June 30, 2010 and to the language

of the contract as of June 30, 2010 unless otherwise agreed to by the parties. This will include changes made to the following sections only: § 3.11 A and C; § 3.12 D and F; § 3.13 C; § 3.14 E; § 4.1 and 4.1.1; § 4.5 C, and; § 4.8, and the salary schedule (weekly and annual salaries only).

Section 4.1.1 SHIFT DIFFERENTIAL PAY

All employees covered by this Agreement shall receive \$.15 per hour in addition to their regular hourly rate of pay for duty assignment to the overnight shift.

Section 4.2 OVERTIME PAY

A. Uniformed police officers and Clerk/Dispatchers who work in excess of their regular schedule shall be compensated at the rate of one and one half (1-1/2) time such hours worked multiplied by their regular hourly rate of pay set forth in the attached Appendices.

B. Recording and authorization of overtime as well as sick leave, shall be by the Patrol Commander, as authorized by the Chief.

C. Vacation leave or holiday leave shall be credited as hours worked during the week in which taken. Sick leave shall not be credited as hours worked for purposes of determining overtime pay if taken within a twenty-four hour period just prior to such overtime or immediately following such overtime.

D. Overtime hours for uniformed police officers and Clerk/Dispatchers shall be defined as those hours worked which are in excess of and contiguous to their regular schedule. Overtime hours for non-uniformed police officers shall be defined as those hours worked on a uniformed shift assignment.

E. Members of the Detective Division shall be compensated in accordance with the salary schedule appended.

Members of the Detective Division shall receive time and one half overtime pay for all hours worked in excess of their regularly scheduled hours.

F. Scheduled overtime shall be assigned on a rotating seniority basis.

Section 4.3 OUT OF RANK PAY

A member of the Department, covered by this Agreement who works on an acting assignment in a higher rank than said member's rank for a period of thirty (30) or more consecutive calendar days, shall be paid out of rank pay retroactively from the first day. The rate of out of rank pay shall be the difference between that hourly rate of the rank of the acting assignment, which is one pay step higher than the member's regular pay step and the member's regular hourly rate. Members assigned to acting assignment in higher ranks, shall not be rotated for the purpose of preventing any one member from completing thirty (30) consecutive calendar days of out of rank service and qualifying for out of rank pay.

Section 4.4 CALLBACK

A. All members of the Department shall, when called back to uniformed duty, excluding court duty, be compensated at the rate of time and one-half. Such call back pay shall be for the actual hours worked except that, regardless of the number of hours actually worked, each member called back to uniformed duty shall be entitled to call back pay for a period of not less than a four (4) hour duration.

B. The breathalyzer operator(s) called backed to duty shall be compensated at the rate of time and one-half, with a four (4) hour minimum in effect. If the breathalyzer operator is not required for the full four (4) hours, the operator will be released immediately upon the completion of the assignment and will be paid for the full four (4) hours.

C. Members of the Department required to attend court during other than normal duty hours shall be compensated at the rate of time and one half. Such call back for court times shall be for the actual hours worked except that, regardless of the number of hours actually worked, each member called back to duty for court attendance shall be entitled to be paid for a period of not less than four (4) hours duration.

Section 4.5 HOLIDAY PAY

A. The following shall be paid holidays for each member of the bargaining unit:

New Years Day	January 1
President's Day	February (Third Monday)
Memorial Day	May (Last Monday)
Fourth of July	July 4
Good Friday	Friday before Easter Sunday
Labor Day	September (First Monday)
Columbus Day	October (Second Monday)
Veteran's Day	November 11
Thanksgiving Day	November (4th Thursday)
Day after Thanksgiving	November (Friday after 4th Thursday)
Martin Luther King, Jr.	January (Third Monday)
Christmas Day	December 25

If any one of the foregoing holidays is observed on a day different from the date of the holiday, only the day of observance shall be construed as a holiday for purposes of this section, provided, however, for Christmas, New Years Day, and the Fourth of July, only the day of the holiday, not the day of observance, shall be deemed to be the holiday for purposes of this section.

For each of the aforementioned holidays, each member shall receive, in addition to his regular pay, one (1) day's holiday pay to be determined by multiplying his regular hourly rate times eight (8) hours. For hours actually worked on any of the aforementioned holidays, the uniformed members of the Department shall be paid, in total, one and one-half (1 1/2) times their

regular hourly rate separate and apart from their holiday pay for that day, and two and one-half times their regular hourly rate for each hour over eight they are required to work. Non-uniformed personnel, the Clerk/Matron and the Community Relations Sergeant, shall normally be granted all holidays off if such holidays fall on said members normally scheduled work days. Said non-uniformed personnel, the Clerk/Matron, Clerk/Dispatcher and Community Relations Sergeant, shall be given an additional six (6) days administrative leave per year. Should a non-uniformed member, the Clerk/Matron, the Clerk/Dispatcher or the Community Relations Sergeant, be required to work on a holiday, he shall be granted a similar number of hours off, administratively, within two (2) weeks subsequent to that holiday at the discretion of the Chief of the Department.

B. Any Detective who works on a five and two schedule and one of their normal days off is a Monday holiday will not lose the day off. They will be given their next scheduled working day off with pay.

C. Effective as of the date on which the 12-hour shift schedule takes effect holiday pay for those working 12-hour shifts will be converted according to the following formula:

$$h/37.5 = x/42$$
 where h is the number of hours accrued on the 4/2 schedule and x is the number of hours to be accrued on the 12-hour schedule. Thus an officer who current accrues 8 hours of holiday pay will receive 8.96 hours ($8/37.5 \times 42 = x = 8.96$).

This formula is intended to fairly increase the holiday pay benefit in exactly the same proportion to hours worked per week.

Section 4.6 TOWN AND PRIVATE DETAILS

A. All employees, when assigned to any special Town (formerly referred to as "civic") detail, other than his or her normal police duties and outside of his or her normal tour,

shall be compensated at the rate of time and one half for that time actually worked on such special Town detail. **For hours worked on any of the aforementioned holidays, employees shall be paid at two (2) times their regular hourly rate.** Wages for such special Town details will be paid to the employee by the Town through its regular payroll system. All special Town details will be assigned by the Chief of the Department, or his or her designee, on a rotating basis, in order of seniority with the regular officers allowed first choice before community service officers.

B. A detail list will be made up annually of those employees who wish to work Private (formerly known as non-civic) details. Acceptance of Private details will be on a voluntary basis. Private details shall be given out by rotation in order of seniority and shall be posted in advance at least, whenever practical, forty-eight (48) hours prior to the starting time of such detail with the regular officers allowed the first choice before community service officers.

C. Members of the Department covered by this Agreement who are injured during the course of duty on Private (formerly referred to as non-civic) details involving traffic duty on public highways within the Town of North Kingstown, Private details required by the Town Council, or Private details which are authorized by the Chief of the Department, shall be afforded all of the benefits of any officer who is injured on duty as provided in Title 45, Chapter 19, Section 1, General Laws of Rhode Island, 1956, as amended. (The parties recognize that salary benefits awarded by R.I.G.L. § 45-19-1 terminate upon retirement on pension or other termination of employment.) Department Rules and Regulations and general orders shall be followed for reporting such injuries incurred while on a Private detail.

D. Private (formerly referred to as Non-civic) details shall be paid at an hourly rate as specified in the Police Department Rules and Regulations. Payment for Private

details will be made through the town payroll and when practicable on the regular pay day following the biweekly pay period in which the work was performed. Although payment is made to the officers by the Town, the Private detail hours worked by officers is exempt from the provisions of the Fair Labor Standards Act for overtime compensation under "Section 553.227 Outside Employment." **Effective July 1, 2007, the detail rate shall be increased to Forty Dollars and Fifty Cents (\$40.50), Thirty Five Dollars (\$35.00) payable to the Officer and Five Dollars and Fifty Cents (\$5.50) payable to the Town. Private details shall be paid in two (2) hour increments (i.e., 4; 6; 8). (Minimum detail = 4 hours.)**

Any member covered under this agreement who works a private detail that exceeds eight (8) consecutive hours shall be compensated at a rate of time and one-half (1 ½) the current detail rate – Fifty-two Dollars and Fifty Cents (\$52.50) per hour payable to the officer and Eight Dollars and Twenty-Five Cents (\$8.25) per hour payable to the Town.

Any member who works a private detail on any of the aforementioned holidays shall be compensated a two (2) times the current detail rate – Seventy Dollars (\$70.00) per hour payable to the officer and Eleven Dollars (\$11.00) per hour payable to the Town.

Any member who works a private detail on a holiday that exceeds eight (8) hours shall be compensated at a rate of one and one-half the holiday detail rate – One Hundred Five Dollars (\$105.00) per hour payable to the officer and Sixteen Dollars and Fifty Cents (\$16.50) per hour payable to the Town.

**All private details shall be paid in two (2) hour increments (i.e. 4,6,8).
With a minimum detail of four (4) hours.**

E. Community Service Officers and Special Officers who have not retired from the North Kingstown Police Department or CSOs not currently paying IBPO union dues shall be required to pay the IBPO Five Dollars (\$5.00) per hour of detail pay for each detail worked.

Section 4.7 SHIFT ASSIGNMENTS

A. Members of this agreement shall have shift assignments, based on the seniority provisions as provided for in Section (3.7). Except as otherwise provided in this agreement, at no time shall the Town re-schedule work hours on a day to day basis. Members' work hours may be re-scheduled on a day to day basis for the purpose of facilitating attendance at in-service training or other such conferences, provided however that a member's days off shall not be rescheduled unless a member is reassigned to administrative duties of five consecutive work days followed by two days off.

B. Whenever the Chief of Police, for any reason, determines there is a need for temporarily reassigning personnel within the department to compensate for expected activity or to compensate for a vacancy, which is expected to last a minimum of thirty (30) days, he shall post the position in accordance with Section (3.7). However, at no time shall temporary assignments be for less than thirty (30) days. Upon the conclusion of the Temporary assignment the individual so assigned shall be returned to the assignment previously occupied.

C. It is further understood that whenever an individual fills a temporary assignment, he shall receive all the benefits afforded that assignment.

Section 4.8 EXCHANGE OF DUTY

In connection with their agreement on a 12-hour shift schedule, the parties have agreed as follows. Employees may exchange shifts with other employees of the same rank with

the approval of the Chief or his/her designee, which approval will not be unreasonably denied. Both officers who switch remain responsible for seeing that the shift is filled. Exchange of duty shall be repaid within fifteen (15) days. No exchange of duty shall result in overtime pay liability for the Town.

ARTICLE V

PROMOTION PROCEDURES

Section 5.1 PROMOTION TO SERGEANT

Any member, having completed three (3) years of service to the Town as Patrol Officer, shall be eligible for promotion to the rank of Sergeant. The following shall be the established procedure for determining the eligible Patrol Officers to be promoted to the rank of Sergeant, when such promotional vacancy exists within the Department.

A. Each eligible Patrol Officer of the Department shall be given an exam having a maximum possible attained score of one hundred (100) points, distributed as follows:

1. Twenty percent (20%) of the maximum possible one hundred (100) points, or a maximum of twenty (20) points, shall be attributable to an oral exam given by the Chief of the Department. This exam shall be given prior to any written exam and shall be posted prior to any other examination being given.

2. Sixty percent (60%) of the maximum one hundred (100) points, or a maximum of sixty (60) points, shall be attributable to a written exam.

3. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to education and/or military service as follows: five (5) points being awarded for an Associate Degree in Criminal Justice related field; or five (5) points awarded for either two (2) years of active military service of four (4)

years or National Guard or Reserve service; or ten (10) points being awarded for a Juris Doctorate, Masters Degree in Criminal Justice related field or Bachelor Degree in Criminal Justice related field.

4. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to the officers seniority in the North Kingstown Police Department, said officer receiving one (1) point per year up to a maximum of ten (10) years.

5. The results of written examinations of all candidates shall be posted prior to announcement of promotion(s) to the rank of Sergeant. In the event of tie scores resulting from the procedures defined above, seniority shall prevail.

Section 5.2 PROMOTION TO LIEUTENANT

Any member of the Department who has served at least one (1) year in the rank of Sergeant shall be eligible for promotion to the rank of Lieutenant when such vacancy exists within the Department.

A. Each eligible member of the Department shall be given an exam having a maximum possible attained score of one hundred (100) points, distributed as follows:

1. Twenty percent (20%) of the maximum possible one hundred (100) points, or a maximum of twenty (20) points, shall be attributable to an oral exam given by Chief of the Department. This exam shall be given prior to any written exam and shall be posted prior to any other examination being given.

2. **Sixty percent (60%) of the maximum one hundred (100) points, or a maximum of sixty (60) points, shall be attributable to a written exam.**

3. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to education and/or military service as follows: five (5) points being awarded for an Associate Degree in Criminal Justice related field; or five (5) points awarded for either two (2) years of active military service of four (4) years or National Guard or Reserve service; or ten (10) points being awarded for a Juris Doctorate, Masters Degree in Criminal Justice related field or Bachelor Degree in Criminal Justice related field.

4. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to the officers seniority in the North Kingstown Police Department, said officer receiving one (1) point per year up to a maximum of ten (10) years.

5. The results of written examinations of all candidates shall be posted prior to announcement of promotion(s) to the rank of Lieutenant. In the event of tie scores resulting from the procedures defined above, seniority will prevail.

Section 5.3 PROMOTION TO CAPTAIN

Any member of the Department who has served at least one (1) year in the rank of Lieutenant shall be eligible for promotion to the rank of Captain when such vacancy exists within the Department.

A. Each eligible member of the Department shall be given an exam having a maximum possible attained score of one hundred (100) points, distributed as follows:

1. Twenty percent (20%) of the maximum possible one hundred (100) points, or a maximum of twenty (20) points, shall be attributable to an oral exam given by the Chief of the

Department. This exam shall be given prior to any written exam and shall be posted prior to any other examination being given.

2. **Sixty percent (60%) of the maximum one hundred (100) points, or a maximum of sixty (60) points, shall be attributable to a written exam.**

3. **Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to education and/or military service as follows: five (5) points being awarded for an Associate Degree in Criminal Justice related field; or five (5) points awarded for either two (2) years of active military service of four (4) years or National Guard or Reserve service; or ten (10) points being awarded for a Juris Doctorate, Masters Degree in Criminal Justice related field or Bachelor Degree in Criminal Justice related field.**

4. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to the officers seniority in the North Kingstown Police Department, said officer receiving one (1) point per year up to a maximum of ten (10) years.

5. The results of written examinations of all candidates shall be posted prior to announcement of promotions to the rank of Captain. In the event of tie scores resulting from the procedures defined above, seniority shall prevail.

Section 5.4 PARTICIPATION

In order to be eligible for promotion an employee must actively participate in every phase of the promotion procedure.

ARTICLE VI

LEGAL PROVISIONS AND DURATION OF AGREEMENT

Section 6.1 LEGAL PROVISIONS

The Town and the Union hereby acknowledge that all benefits conferred by this Agreement upon the members of the Police Department are subject to the provisions of Federal and State Laws and Regulations and subject, as well, to the provisions of the Town Charter and Ordinances.

Section 6.2 SAVING CLAUSE

Should any provision of the Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other parties or provision.

Section 6.3 DURATION

The duration of this Agreement shall extend from **July 1, 2010 through June 30, 2013**, and shall continue in effect thereafter unless amended or modified in accordance with this Section or Section 6.4, or terminated in accordance with this Section. Either party wishing to amend, modify or terminate this Agreement must so advise the other party in writing not less than one hundred twenty (120) days prior to the last day for the appropriation of money by the Town for the fiscal year commencing **July 1, 2013**.

Section 6.4 ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein.

IN WITNESS WHEREOF, the parties hereto caused to be signed and sealed this Agreement and like copies on this 25th day of August, 2010.

In presence of

TOWN OF NORTH KINGSTOWN

Joan C. Markert

Michael E. Embury
Michael E. Embury, Town Manager

In presence of

LOCAL 473, INTERNATIONAL
BROTHERHOOD OF POLICE OFFICERS,
N.A.G.E.

[Signature] Cl A. Full