

JULY 1, 2006 - JUNE 30, 2009
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE TOWN OF NORTH PROVIDENCE
AND
NORTH PROVIDENCE LODGE 13
FRATERNAL ORDER OF POLICE



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INTRODUCTION

Agreement entered into as of the 1st day of July, 2006, by and between the Town of North Providence, a municipality within the State of Rhode Island (hereinafter called the "Town" or "Employer") and North Providence Lodge 13, Fraternal Order of Police (hereinafter called "Lodge 13" or "Union").

This collective bargaining agreement (hereinafter "agreement") is entered pursuant to the authority granted by the provisions of Chapter 54 of the Public Laws of 1963, as amended, and also referred to as 28-9.2-1 et seq. of the General Laws of Rhode Island, known as the "Policemen's Arbitration Act", including all amendments thereto.

All references in this agreement to "employee", "employees", "member", "patrolman" or "patrolmen" as well as use of the pronoun "he" or the noun "man" are intended to include both genders. When a word connoting the male gender is used, it shall be construed to include female and male employees.

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Section 1. Recognition

The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all employees of the Police Department of the Town ("the department"), from patrolman up to and including deputy chief, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, assignments, and working conditions.

The Town shall be prohibited from imposing any unilateral changes in the terms and conditions of the employment specifically expressed in this agreement.

Section 2. Job Security

All existing positions currently held by regular members of the department (sworn, non-civilian, full-time police officers), from patrolman up, shall continue to be considered job positions to be held by members of the Union. Should any vacancies occur within these positions, they shall be filled by members of the Union in accordance with the provisions of this agreement.

In the event any position, which is currently held by any member of the Union, is abolished if said position is later recreated or reestablished, regardless of its title, it shall be filled by members of the Union in accordance with provisions of this agreement.

In the event a new position is created within the department regardless of whether said position is considered a permanent or temporary position, said position shall be filled by members of the Union in accordance with the provisions of this agreement pertaining to the filling of permanent and/or temporary vacancies and/or assignments.

Nothing in this section shall be construed as to imply or restrict the Town from hiring civilian help within the department to perform those duties of a routine clerical nature, or the dispatching function. However, it shall be deemed to be in violation of the spirit and provisions set forth in this agreement and subject to the grievance procedure, the hiring of

civilian personnel to perform those tasks, duties or assignments which are associated with and recognized as being part of the police profession.

The Town and the Union shall agree in writing as to what types of duties are to be performed and filled by civilian personnel. Said civilian positions shall be depicted on the Organizational Chart that is made part of this agreement, and deviations from the provisions of this section will only be accomplished as a result of collective bargaining between the Town and the Union.

Section 3. Right to Strike Prohibited

All employees subject to the terms of this agreement shall have no right to engage in any work stoppage, slowdown or strike against the Town, and Title 28 Chapter 9.2 Section 12 of the General Laws of Rhode Island, as amended, is hereby incorporated by reference into this agreement and made a part hereof.

Section 4. Dues and Assessments

Employees shall have the right to join or refrain from joining Lodge 13.

Any employee who chooses not to join Lodge 13, and who is covered by terms of this agreement, shall however, be required to pay to Lodge 13 an amount of money equal to the initiation fee uniformly required for membership in Lodge 13 and a monthly service fee equal to the monthly dues charged members of Lodge 13 to defray the costs in connection with Lodge 13's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this agreement.

In addition, any employee who chooses not to join Lodge 13 shall be required to pay any assessment uniformly levied upon all members of Lodge 13 in connection with matters 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 employees who are members of Lodge 13.

Other than the payment of the fees above-referred to, those employees who do not choose to join Lodge 13 shall be under no further obligation or requirement of any kind to Lodge 13.

As a condition of continued employment, all employees covered by this agreement shall, on the 30th day following their appointment as a permanent member of the department, pay the established fees set forth above.

The Town shall deduct such dues, initiation fees, and assessments from the wages of each employee in the bargaining unit who has authorized the Town in writing to do so by executing a lawful dues deduction instrument. Lodge 13 shall indemnify and hold harmless the Town and any of its agents and employees against any and all claims, liabilities or costs which may be incurred by the Town as a result of its compliance with the contractual payroll deduction requirements.

Section 5. Time Off for Union Business

All members of the bargaining unit, not to exceed three (3), who are officers of Lodge 13 or who are appointed by the President as members of the Union's Collective Bargaining Negotiating Committee, shall be allowed time off with pay for official Lodge 13 business in negotiations, conferences and/or grievance hearings with the Town, without any requirement to make up said time, provided however, that the foregoing shall not be construed as limiting Lodge 13 Negotiating and/or Grievance Committee to three (3) members, in such cases where Lodge 13 supports the financial replacement cost(s) for those committee members exceeding three (3).

The President or his designee and the State Trustee of Lodge 13 may be allowed time off with pay for their attendance at State Lodge Meetings of the Fraternal Order of Police, when such attendance does not create a manpower shortage below minimum standards.

The Chief shall be given two (2) weeks notice prior to any meeting a member is requesting time off to attend. The Chief, may, at his discretion, ask for proof of said meeting.

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ARTICLE II
(Management Rights)

Section 1. Management Rights

The Union recognizes that except as limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operation of the department and the employees are vested in the Town. For example, but not limited thereto, the Town shall have the exclusive rights, subject to the provisions of this agreement and consistent with applicable laws and regulations: (a) to direct employees in the performance of official duties; (b) to maintain the efficiency of the operations entrusted to it; (c) to issue reasonable rules and regulations; and (d) to exercise any and all rights and authority granted to the Town as an employer by statute, ordinance and applicable regulations, and to comply with its responsibilities thereunder.

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ARTICLE III
(Organization and Accreditation)

Section 1. Organizational Chart

The Town shall supply the Union with the current Organizational Chart within thirty (30) days from the ratification of each agreement, upon which shall be listed the numbers and ranks of officers and patrolmen authorized to serve on the department. A copy of the Organizational Chart shall be attached to and made a part of this agreement.

Any changes in the Organizational Chart, including but not limited to, changes in its design, staffing, numbers and/or ranks shall be management's prerogative. However, changes resulting in reduction in ranks and/or department strength are prohibited.

Section 2. National Accreditation Program

The Town and Lodge 13 hereby agree to adopt and incorporate into this agreement, by reference, the General Orders which make up the National Accreditation Program for Law Enforcement Agencies. The Town shall begin the accreditation process during the duration of the contract and shall file the application for accreditation no later than January 1, 1999.

The Town and Lodge 13 further agree that should any questions, disagreements, and/or grievances arise from any disputes or conflicts between language in this agreement and language in those General Orders encompassing the standards adopted and implemented for the National Accreditation Program, including but not limited to, disputes or conflicts involving meaning, application, intent or interpretation of language, the language and provisions of the agreement shall prevail and take precedence over those General Orders of the Accreditation Program.

Lodge 13 will be forwarded a copy for review of all proposed changes in General Orders encompassing the Accreditation Standards that affect working conditions. This will provide Lodge 13 an opportunity to reduce the potential for conflict between any proposed changes and the agreement, thus reducing the potential for the filing of any grievances on behalf of the members. This opportunity will then solidify the acceptance and application of any changes that are implemented.

In recognition of the department receiving National Accreditation's a law enforcement agency, each member of the department shall be paid on January 1st of the first year following the accreditation the sum of Two Hundred Fifty Dollars (\$250.00) and the sum of Five Hundred Dollars (\$500.00) in each subsequent year. This payment shall be made separate from the biweekly paycheck, payable no later than January 15th. Each member shall continue to receive this annual payment as long as the department maintains its accreditation status, by any accreditation agency, as of January 1st of each year.

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ARTICLE IV
(Probationary Employees)

Section 1. Probationary Employees

An employee shall be classified as a probationary employee effective upon his date of appointment to the department, and remain on probation until twelve (12) months after the date of graduation from the Rhode Island Municipal Police Training Academy; however, in no instance shall an employee serve a probationary period greater than twenty-four (24) months from his date of hire.

Section 2. Attending Police Academy

Probationary employees shall attend the next session of the Rhode Island Municipal Police Training Academy as a condition of continued employment. If an employee has qualified for admittance to the next session of the academy but cannot attend or complete the session for good and sufficient cause, then he shall attend the following session of the academy only upon mutual agreement, in writing, by the Town and the Union. Otherwise, that employee shall be dismissed from the department.

Any probationary employee who fails to meet the entrance requirements to the Rhode Island Municipal Police Training Academy shall be dismissed from the department which dismissal shall not be subject to the grievance and arbitration processes established in this agreement.

Section 3. Limitation of Rights of Probationary Employees

During an employee's probationary period of employment, he shall be entitled to the rights and benefits established by this agreement, provided however, that he shall not be accorded (a) the right to invoke the grievance or arbitration processes to review, challenge or appeal the imposition of any form of discipline or a suspension or dismissal from employment with the Town; or (b) the right to exercise any rights, privileges or procedures set forth in the Law Enforcement Officers' Bill of Rights, Title 42 Chapter 28.6 et. seq. of the General Laws of Rhode Island.

Section 4. Changeover to Permanent Status

Upon successful completion of the probationary period, an employee shall automatically be classified as a permanent employee.

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ARTICLE V
(Work Schedules and Manning)

Section 1. Work Week

The regular work week shall be thirty-seven and one-half (37 ½) hours. Each employee shall work four (4) days in succession at eight (8) hours a day and shall have two (2) consecutive days off after the fourth day.

Section 2. Shifts

Shifts shall be as follows:

First Watch:	12:00 Midnight to 8:00 a.m.
Second Watch:	8:00 a.m. to 4:00 p.m.
Third Watch:	4:00 p.m. to 12:00 Midnight
Overlap Shifts:	11:00 p.m. to 7:00 a.m.
	7:00 a.m. to 3:00 p.m.
	3:00 p.m. to 11:00 p.m.

Section 3. Detectives

Detectives may be assigned second and third watches. However, they may be assigned other periods of duty by the Chief of Detectives or Chief.

Section 4. Two Shifts In One Day

No employee shall be required to work two (2) shifts within any twenty-four (24) hour period even though the shifts are not consecutive.

Section 5. Changes In Schedule

Any change in the above designated shifts (Section 2) or in the work week (Section 1) shall be negotiated with the Union, and waivers from individual officers for such changes shall be permitted.

Section 6. Reserved

Previous section deleted. This section reserved for future use.

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Section 7. Minimum Manning

The Town and the Union hereby agree that it is in their best interest to have a minimum number of patrolmen actually on duty to cover the road assignments within the Town for each tour of duty. In that context, the following is a schedule for the minimum number of patrolmen required to actually be on the street for each watch.

<u>WATCH</u>	<u>NUMBER OF PATROLMEN</u>
1st - Midnight to 8:00 a.m.	*(5)
2nd - 8:00 a.m. to 4:00 p.m.	*(5)
3rd - 4:00 p.m. to 12:00 Midnight	(5)

*In the event that minimum manning on this watch falls below five (5), for any reason, Town shall attempt to replace and fill for this vacancy, however there shall be no "holding over" of any member of the bargaining unit in order to meet the minimum manning level of five (5). If a fifth officer cannot be obtained then the minimum manning level for that day shall be four (4) patrol officers.

In addition to the above minimum number of patrolmen that shall be working on the road during the times listed above, patrolmen shall also be assigned to work the Complaint Desk as follows:

<u>WATCH</u>	<u>NUMBER OF PATROLMEN</u>
1st - Midnight to 8:00 a.m.	Optional
1st - Midnight to 8:00 a.m. (Weekends)	Optional
2nd - 8:00 a.m. to 4:00 p.m.	Optional
3rd - 4:00 p.m. to 12:00 Midnight	(1)

An employee held over from a previous shift for more than four (4) hours shall be allowed his next working day off as compensable time and be paid for the extra shift worked at the rate of time and one-half (1 ½).



No less than two (2) men (including civilian help) shall be assigned to the police station at all times, insofar as practicable.

Section 8. Call Back for Patrolmen

In the event it becomes necessary to call back patrolmen to satisfy manning requirements within the Patrol Bureau, it shall be done in accordance with the following:

- Call back shall be done by seniority on a rotating basis.
- Call back shall first be offered to those patrolmen who are on a day off.
- Call back shall then be offered to those patrolmen who are scheduled to work another shift that day.
- In the event that patrolmen are unable to fill the positions needed, call back shall then be offered to sergeants who are on a day off and then to sergeants who are working another shift.
- If the manning requirement is still not satisfied, then the junior patrolman (on a rotating basis) shall be ordered back to work.

Section 9. Call Back for Sergeants

In the event it becomes necessary to call back sergeants to satisfy manning needs within the Patrol Bureau, it shall be done in accordance with the following:

- Call back shall be done by seniority on a rotating basis.
- For the purposes of this section, lieutenants and captains shall be treated as one group.
- Call back shall first be offered to those sergeants who are on a day off.
- Call back shall then be offered to those sergeants who are scheduled to work another shift that day.
- In the event that sergeants do not fill the positions needed, call back shall then be offered to lieutenants/captains who are on a day off and then to lieutenants/captains who are working another shift.
- If the manning requirement is still not satisfied, then the junior sergeant (on a rotating basis) shall be ordered back to work.

**ARTICLE VI
(Seniority)**

Section 1. Computation of Seniority

The Town hereby recognizes the rights of seniority of the employees of the department.

Seniority of the employees shall be computed according to the continuous service in each rank, except patrolmen, where seniority shall be computed according to continuous service from the date of appointment by the Town as a police officer. The active service of an involuntary nature in the Armed Forces of the United States shall be considered as part of said employee's continuous service.

When more than one (1) employee is employed as a police officer by the Town on the same date, their seniority shall be determined based on their score attained at the Municipal Police Training Academy with the highest scorer having greater seniority.

Section 2. Bidding for Assignments

Employees shall be permitted to choose their duty assignments on the basis of seniority when consistent with the efficient operation of the department. In the event an employee's seniority rights are denied and he is not permitted to choose his duty assignment, the Town shall contemporaneously provide the employee a written explanation as to how and why the allowing of the employee to choose the duty assignment in question would result in the inefficient operation of the department.

If said employee subsequently chooses to pursue the denial through the grievance procedure, the granting of the duty assignment shall be presumed to be consistent with the efficient operation of the department. The Town shall have the burden of proving how and why the granting of the duty assignment in question would have resulted in the inefficient operation of the department.

Notwithstanding the foregoing, the Chief shall be permitted to assign the Internal Affairs Officer without regard to seniority. In addition, the Chief may establish criteria (to be agreed upon with the FOP) for bidding for the assignment of the department's K-9 officer(s).



Section 3. Bidding for Work Shifts

Employees shall be permitted to choose their work shifts on the basis of seniority when consistent with the efficient operation of the department. Work shift availability shall be posted prior to January 1st of each year. In the event that an employee's seniority rights are denied and he is not permitted to choose his work shift, the Town shall contemporaneously provide the employee a written explanation as to how and why the allowing of the employee to choose the work shift in question would result in the inefficient operation of the department.

If said employee subsequently chooses to pursue the denial through the grievance procedure, the permitting of the employee to have chosen his work shift shall be presumed to be consistent with the efficient operation of the department. The Town shall have the burden of proving how and why the granting of the choice of the work shift in question would have resulted in the inefficient operation of the department.

Section 4. Bidding for Complaint Desk

Complaint Desk Duty Assignments shall be filled according to seniority in accordance with Section 2 of this Article when four (4) or more beat patrols are in service. Bids shall be posted for these assignments on January 1st of each year. Should a patrolman assigned to desk duty be absent for a temporary period, the officer-in-charge shall replace him with the next senior patrolman from the same shift who had previously bid for the duty. The resulting beat vacancy shall be filled by the manpower replacement.

ARTICLE VII
(Vacancies)

Section 1. Day-to-Day Vacancies

Day-to-day vacancies shall be filled on rotating seniority basis according to days off.

Section 2. Temporary Vacancies

A temporary vacancy is defined as an absence from a unit, section or division that has existed from the date the absence first occurred. Whether the absence is a result of a newly created position or from an existing position that becomes vacant is immaterial. The Chief shall have the option whether or not to fill such positions on a temporary basis. Provided, however, that when there is an absence within the patrol section for a sergeant or above for a duration greater than ninety (90) days, the Town agrees to fill said vacancy, after the ninety (90) day period, on an acting basis.

Whenever a temporary vacancy occurs within a division, and the Town chooses to fill said position on a temporary basis, the Chief shall fill the vacancy from the appropriate promotional list from among the top three (3) eligible candidates. All appointments pursuant to this section shall be considered temporary and not permanent.

Section 3. Permanent Vacancies

A permanent vacancy is created when any of the following personnel transactions occur: retirement, resignation, termination, permanent promotion, permanent demotion as a form of discipline providing the disciplinary ruling is final.

A permanent vacancy shall be filled within thirty (30) days unless otherwise provided for in the agreement.

Section 4. Posting of Vacancies

The Town shall send an e-mail and/or post on the bulletin board located in the squad room for a period of at least ten (10) consecutive days, all vacancies that have become available, including the posting of positions for day-to-day vacancies, annual bid assignments,



temporary vacancies, permanent vacancies, and new positions. The Union shall also be provided a copy of all posted material.

Section 5. Filling Patrolmen Vacancies

Whenever a permanent vacancy occurs within the department, the Public Safety Director shall, within thirty (30) days therefrom, fill said vacancy by appointing to the department a probationary patrolman, from the eligibility list submitted by the Chief.

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Section 1. Promotional Examinations

Whenever there exists a vacancy in a supervisor's rank, or a detective assignment, the Public Safety Director agrees to fill said vacancy through competitive examinations extended to those employees of the next lowest rank, or to eligible patrolmen in the case of detectives. The position of Detective shall not be considered a promotional rank.

The offices of the Chief of Police and Deputy Chief are excluded from this section, except as provided for under Educational Achievement Requirements.

The Department shall anticipate for filling detective and/or supervisor vacancies, and shall endeavor to have Detective and Promotional Lists available at all times.

Not less than thirty (30) days in advance of the date that the competitive examination is to be given, the Union shall be advised of the person or persons compiling the competitive examination and the material from which the questions will be taken.

The Town agrees to fill vacancies within forty-five (45) days from the date the vacancy is recognized. When a detective/promotional list is available, the vacancy must be filled from that list and the Town is prohibited from allowing any detective/promotional list to expire during the forty-five (45) day time period.

Section 2. Eligibility Requirements

A. Time-in-Grade Requirement: In order to be eligible to take competitive examinations, the following continuous service requirements must be met for the particular position in question.

Detective: Patrolmen with four (4) years of continuous service shall be eligible to take the competitive examination for assignment to the Detective Division.

Sergeant: Patrolmen with five (5) years of continuous service shall be eligible to take the competitive examination for the rank of Sergeant.

Lieutenant: Sergeants with two (2) years of continuous service in that rank shall be eligible to take the competitive examination for the rank of Lieutenant.

Captain: Lieutenants with two (2) years of continuous service in that rank shall be eligible to take the competitive examination for the rank of Captain.

Major: Captains with two (2) years of continuous service in that rank shall be eligible to take the competitive examination for the rank of Major.

Deputy Chief: Any employee holding the rank of lieutenant or above shall be eligible for promotion to the rank of deputy chief, which promotion shall be at the sole discretion of the Public Safety Director.

The time-in-grade requirement must be satisfied on the day before the 2-year list expires. However, if the list expires before the normal 2-year period (e.g. all candidates on the list have been promoted or are otherwise no longer on the list), then the time-in-grade requirement must be satisfied as of the date the vacancy was created causing the need for the promotion.

B. Educational Achievement Requirement: The following educational requirements will serve as qualifying prerequisites for promotion.

Sergeant: Successful completion of 30 semester hours of degree program credit in a law enforcement course of study as offered by an accredited college or university.

Lieutenant: Successful completion of 60 semester hours of credit (Associates Degree in Law Enforcement) in a law enforcement course of study as offered by an accredited college or university.

Captain/Major: Successful completion of 120 semester hours of credit (Bachelors Degree in Law Enforcement) in a law enforcement course of study as offered by an accredited college or university.

Chief of Police: - Post-graduate degree in Law Enforcement Law or Public Administration or equivalency in experience as determined by the appointing authority.

Section 3. Content of Promotional Examinations

The content of the Sergeant's examination shall be as follows:

- 40% on Supervision
- 20% on Principles of Administrative Organization
- 10% on Department Procedures
- 10% on State and Local Laws
- 20% on Police Investigations and other Patrol Procedures.

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The content for the Lieutenant's, Captain's and Major's examination shall be as follows:

- 20% on Supervision
- 20% on Principles of Organization
- 20% on Administrative Procedures
- 20% on Field Operations Procedures
- 20% on Laws, Regulations and Local Procedures

Section 4. Format of Examinations for Detectives

A. Oral Examination: Oral examinations shall be administered by a five (5) member review board consisting of three (3) watch commanders, one (1) representative of the Union and one (1) representative selected by the Public Safety Director. The final grade for the oral examination shall be based on one hundred (100) points.

B. Written Examination: Written examinations shall be given to permit adequate evaluation of the degree of achievement and preparation for the assignment involved. The final grade for the written examination shall be based on one hundred (100) points.

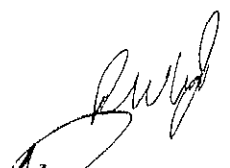
C. Order/Weighted Distribution: The order of the detective examination and the weighted distribution of each phase shall be as follows:

<u>PHASE</u>	<u>WEIGHT</u>
(1) Oral exam	35%
(2) Written exam	65%

Section 5. Format of Examinations for Supervisors

A. Oral Examination: Oral examinations shall be administered by an impartial group of three (3) examiners, all who shall be of an equal or higher grade to the position being applied for, two (2) members appointed by the Town who shall not be employees of the Town, and one (1) member appointed by the Union, who shall not be a member of the Lodge 13. The final grade for the oral examination shall be based on one hundred (100) points.

B. Written Examination: Written examinations shall be given to permit adequate evaluation of the degree of achievement and preparation for the rank involved. The final grade for the written examination shall be based on one hundred (100) points.



C. Order/Weighted Distribution: The order of the promotional examination and the weighted distribution of each phase shall be as follows:

<u>PHASE</u>	<u>WEIGHT</u>
(1) Oral exam	40%
(2) Written exam	60%

Section 6. Passing Grade

Each candidate must attain a combined weighted score of seventy (70) points or above, out of a possible score of one hundred (100) points, to pass the exam and be eligible for promotion, or for assignment as a detective.

In the event that all employees eligible under the above subparagraphs take and fail to pass the examination for the position they are seeking, the Public Safety Director must, within sixty (60) days, give another examination.

Section 7. Breaking Ties

In the event of a tie with respect to any competitive examination, same shall be broken based on seniority in accordance with Article VI, Section 1.

Section 8. Results of Examinations

The Town shall provide Lodge 13 with detective and promotional lists upon determination of the final standings. These lists shall contain the names of the qualifying candidates, their respective order of finish, their scores for each phase of the examination process, their final combined weighted score, and if seniority was used as a tiebreaker.

Section 9. Method of Selection - Detectives

Eligible candidates shall be transferred to a detective assignment upon appointment by the Public Safety Director, on the recommendation of the Chief, from among the candidates who attain the three highest evaluations. The others shall be put on an appointment list to be used in the event of temporary or permanent vacancies in the Detective Division.

Section 10. Method of Selection - Supervisors

The top three candidates, in the order in which they finished the promotional testing process, shall be furnished to the Public Safety Director who shall make promotions from

those three candidates until all three candidates have been promoted or removed from the list for any other reason. Once the original three candidates have been promoted or removed from the list for any other reason, then the next three candidates (i.e. #s 4, 5 and 6) from the original list shall be eligible to be promoted in the same fashion as the original three candidates. This process shall be repeated for the duration of each promotional list.

Section 11. Duration of Lists

All detective and promotional lists shall remain active for two (2) years from the date that Lodge 13 receives a copy of the lists, except when necessary in order to remain active pursuant to the last paragraph in Section 1 of this Article, or until exhausted.

Section 12. Rights of Inspection and Appeal

All the materials, grades or other components of the testing process shall be retained by the Town at least until the expiration of each list and shall be subject to inspection and review by any employee who took the competitive exams.

Any component of the competitive examination process which does not comply with the provisions of this agreement and/or the provisions of the Department's General Orders regarding assignments as a detective or promotions shall be subject to the grievance procedure of the agreement.

Section 13. Interim Vacancies - Credit for Time-in-Grade

If the officer who has been filling the vacancy is the first officer assigned/promoted after the competitive examination has been given; then that officer will be credited with the time-in-grade for the period that he was filling said vacancy. However, if the officer who has been filling the vacancy is not the first one who is assigned/promoted after the competitive examination has been given, then the officer will not be credited with any time-in-grade for the period that he was filling the vacancy even if at a later date the officer eventually is awarded the assignment/promotion.

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ARTICLE IX
(Pay)

Section 1. Salaries

	<u>7/1/06</u>	<u>7/1/07 (3%)</u>	<u>7/1/08 (3%)</u>
Patrolman (During 1 st Year)	\$41,422.85	\$42,665.54	\$43,945.50
Patrolman (During 2 nd Year)	\$45,100.45	\$46,453.46	\$47,847.06
Patrolman (During 3 rd Year)	\$48,057.51	\$49,499.24	\$50,984.22
Detective	\$50,395.61	\$51,907.48	\$53,464.71
Sergeant	\$52,732.36	\$54,314.33	\$55,943.77
Lieutenant	\$57,594.42	\$59,322.25	\$61,101.92
Captain	\$63,394.89	\$65,296.74	\$67,255.64
Major	\$69,911.90	\$72,009.26	\$74,169.53
Deputy Chief	\$72,486.25	\$74,660.84	\$76,900.66

Section 2. Longevity Pay

All employees shall receive, in addition to the base pay provided for herein, an additional percentage of their gross pay as longevity pay according to the following table, after having served the required length of time for that particular longevity increment:

<u>After:</u>	<u>Annual Longevity Percentage:</u>
Five (5) years of service	4.5%
Seven (7) years of service	8.5%
Fifteen (15) years of service	10%

Employees with between seven (7) and sixteen (16) years of employment shall receive an additional \$50.00 per year.

Section 3. Holiday Pay

On the following holidays, each employee shall receive two (2) days' pay regardless of whether the employee works the holiday:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
RI Independence Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Victory Day	

Officers working a 5-2 schedule (Monday through Friday with Saturday and Sunday off), shall be allowed all federal and state holidays off when the holiday is celebrated on a weekday.

Section 4. Retroactive Pay

If, on July 1st of any year, the Town and the Union have not settled a new bargaining agreement, then retroactive payment for any negotiated salary increases shall be paid to each employee by a single payroll check, separate from the biweekly payroll check, within thirty (30) days from the date that the new agreement is signed by the Town and the Union.

Section 5. Reserved

Previous section deleted. This section reserved for future use.

Section 6. Overtime Pay/Comp Time

Any employee who performs work in excess of eight (8) hours per day or in excess of 37 ½ hours per week (40 hours per week for employees working the five (5) day week) shall be compensated at time and one-half the regular hourly rate.

At his option, an employee may elect to take "compensatory time" at the rate of time and one-half (1 ½) in lieu of overtime pay. The Town and the employee shall agree when the "compensatory time" shall be used.



Section 7. Call Back Pay

Any employee who is called back to duty on his day off shall be compensated for at least four (4) hours, in addition to any time required in excess of a minimum of four (4) hours. Under this section, call-back pay shall be computed at time and one-half (1 ½) of the regular hourly rate. The four-hour minimum shall apply one (1) time per day when applied to the same case report. Additional call-back on that case report will be computed at time and one-half (1½) for hours worked during that calendar day.

Section 8. Court Pay

Employees who are required to attend court or attend a hearing during off duty hours shall be compensated at their overtime rate of pay (time and a half) for time expended in connection with their court or hearing appearance, commencing from the time they leave their home or the North Providence Police Station. This section shall be in addition to all other benefits and pay herein provided for. This section shall apply to all courts and hearings, except departmental hearings, at which employees are required to appear.

In no event shall any employee receive less than four (4) hours pay for any court or hearing attendance.

The Town shall supply transportation to and from the police station for all court appearances.

The Town has the right to require the employee to stand-by for court appearance while off duty without pay. The employee must leave a telephone number where he can be reached. However, should the Town abuse this right, then at the option of the Union, the parties hereto agree to reopen this particular paragraph for renegotiation at any time during the term of this agreement.

ARTICLE X
(Clothing and Equipment)

Section 1. Clothing Maintenance Allowance

All employees shall receive an One Thousand One Hundred Fifty Dollars (\$1,150.00) payment as a clothing maintenance allowance to be paid as follows: Five Hundred Seventy-Five Dollars (\$575.00) shall be paid directly to employees by July 15th, and Five Hundred Seventy-Five Dollars (\$575.00) shall be paid directly to employees by December 15th of each year.

New employees shall receive a prorated clothing maintenance allowance of Twenty-Two Dollars and Sixteen Cents (\$22.16) per week.

Section 2. Clothing Uniform Allowance

All employees shall receive an annual clothing allowance of Four Hundred Dollars (\$400.00), in the form of a voucher from the Town for the purchase of clothing and work-related equipment. Employees who do not wear a uniform shall receive their clothing allowance in the form of a check, payable no later than January 15th of each year. The Town shall be responsible for the record keeping of each employee's uniform account.

Money for uniform vouchers shall be credited to each employee's account on January 1st of each year. The Town can allow employees to carry over up to twenty-five percent (25%) of their uniform allowance into the next calendar year. Unused monies that are in employees clothing accounts at the end of the calendar year shall be returned to the Town, and cannot be cashed in, or converted to any other form of payment.

In the event that the Town requires a new type of uniform, the Town agrees to purchase and pay for such new uniforms.

The Chief and the Union shall agree on the amount and type of uniform articles each employee shall have.

New employees shall receive their clothing allowance when hired, to be prorated as follows:

- Employees hired during the months of January, February and March shall receive the full allowance.

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- Employees hired during the months of April, May and June shall receive three-fourths (3/4) of the annual clothing allowance.
- Employees hired during the months of July, August and September shall receive one-half (1/2) of the annual clothing allowance.
- Employees hired during the months of October, November and December shall receive one-fourth (1/4) of the annual clothing allowance.

The Town will replace or repair clothing and other personal property of employees that is destroyed or damaged in the course of their duties. Within seven (7) days after request has been made of the Chief for the repair or replacement of the clothing, the request shall be investigated and either granted or denied. If the request is denied, such denial can be subject to the grievance procedure.

The Chief may require an annual inspection of all employees during the month of April. Employees may be required to purchase items of uniform they may lack or replace items of uniform that are torn or appear in need of replacement. A sum of money, not to exceed One Hundred Dollars (\$100.00), may be held back from an employee's uniform account, or cash allowance, until the uniform replacement is made. The total cost of replacement shall not exceed One Hundred Dollars (\$100.00).

Employees having money withheld for uniform replacement shall be reimbursed said money within thirty (30) days of their purchase of required articles of uniform. Plainclothes officers shall be exempt from uniform requirements during the duration of their plainclothes section assignments. Plainclothes officers are expected to be neatly attired.

Section 3. Required Clothing and Equipment

The Town shall provide for each new employee, at the time of the employee's appointment to the department, the protective gear, leather goods and other equipment or accessories as outlined below. These articles shall be issued by the Town separate from the clothing allowance at no cost to the employee.

- (1) Service Pistol (Uniform Personnel)—.45 H&K USP and three (3) magazines.
- (1) Service Pistol (Plainclothes Personnel)—.45 H&K USP compact and two (2) magazines.
- (1) Holster.

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(1) One (1) Double Magazine Pouch.

(1) Sam Brown belt.

(1) Hat Badge.

(1) Uniform Badge.

(1) Set of handcuffs with case.

(1) "Mace", or similar product, with holder.

(1) Nightstick.

(1) Traffic Vest.

(1) Reversible regulation raincoat.

(50) Rounds of fresh factory .45 caliber ammunition per employee, to be issued annually at the time of annual firearm qualification of each year, to replace the current rounds of ammunition in each employee's duty weapon and one (1) magazine.

(1) Key to the traffic boxes on the key rings for each cruiser, if practical.

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Whenever any of the items listed above becomes damaged, destroyed, or worn out through use while on official duty, the Town agrees to replace or repair the item at no cost to the employee.

Section 4. Bulletproof Vest

The Town shall provide a new bulletproof vest/body armor level III to each employee as needed when the manufacturers' guarantee expires; and it shall be mandatory for police officers to wear Town purchased bullet-proof vests/body armor level III.

Section 5. Vehicles

The Town agrees to maintain all equipment and vehicles in safe operating condition.

All marked and unmarked police vehicles shall be equipped with the following:

- air conditioning.
- external spotlights with internal controls.
- rear window defrosters.

In addition, all marked police vehicles shall be equipped with the following:

- shotgun holders.
- protective screens.
- box of rubber gloves.



All unmarked police vehicles shall also have portable flashing lights.

Police vehicles shall be inspected every 100,000 miles to determine suitability of the vehicle. Inspections of said vehicle shall be conducted by a representative of the Town and a representative of the Union.

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**ARTICLE XI
(Vacations)**

Section 1. Vacations

The number of vacation days with pay to which employees of the department shall be entitled to during the calendar year shall be as follows:

- Six months, but less than one (1) year of service, seven (7) working days of vacation;
- During the employee's second year of service, he shall be entitled to twelve (12) working days of vacation;
- More than two (2) years, but less than five (5) years, entitled to seventeen (17) working days of vacation;
- More than five (5) years, but less than ten (10) years, entitled to eighteen (18) working days of vacation;
- More than ten (10) years, but less than fifteen (15) years, entitled to twenty-four (24) working days of vacation;
- More than fifteen (15) years, entitled to twenty-six (26) working days of vacation.

In utilizing vacation days, employees shall be allowed to take single vacation days on four (4) separate occasions provided the taking of the single day vacation does not require the Town to call back officers to satisfy the minimum manning requirements under Article V, Section 7 (Minimum Manning). These single vacation days are intended to be so-called "floating" days and in that context, they cannot be selected as part of the normal vacation selection process. Instead, these single vacation days may be applied for only after the normal vacation selection process has been completed.

Section 2. Vacation Selection

If more than one employee desires the same vacation period, and if such period is not convenient to the Town to have more than one employee on vacation, then the employee who has the highest rank shall have priority. If the employees are of equal rank, then the employee with the most seniority pursuant to Article VI, Section 1 shall have priority.

In the event an employee voluntarily transfers to another shift and/or assignment after the established deadline for submitting vacation requests has passed, that employee shall not be entitled to "bump" another employee's vacation time by invoking his own seniority rights.



In the event an employee is involuntarily transferred or assigned to another shift and/or assignment for any reason after the established deadline for submitting vacation requests has passed, that employee shall be entitled to choose any vacation time which may coincide with the vacation time of other employees with equal or less seniority as he, and these other employees shall not be required to alter their vacation days, i.e., all employees shall be entitled to their original vacation request once approved.

The Town shall be responsible for filling any vacancies that may result when two (2) or more employees are scheduled for the same vacation days under the circumstances described in the above paragraph.

The Union recognizes the Town's need to establish a deadline for the submittal of vacation requests from the employees. However, any employee later requesting a change in his vacation schedule shall be allowed to do so, provided that such newly requested vacation time is available by not being in conflict with the vacation period of another employee on that shift or assignment regardless of seniority.

Each employee may exercise this option for rescheduling vacation days only once per calendar year, and it shall only apply to one consecutive vacation period. However, the Chief may, in an emergency, waive this "one per year" restriction and grant another rescheduling.

Section 3. Vacation Carryover

Vacation days shall be taken between January 1 and December 31 of each year.

An employee shall be allowed to carry over into the next calendar year, upon approval of the Chief or his designee, an amount of unused vacation days not to exceed four (4) days for those employees working a four (4) and two (2) schedule, and up to five (5) days for those employees working a five (5) and two (2) schedule.

Any amount of vacation time carried over must be exhausted during that year to which it was carried over, and the Chief may regulate the time during which carry over vacation may be taken. However, an employee may elect to have the Town "buy back" such unused vacation time that said employee may have to his credit as of December 31 of the year to which the time was carried over. Payment for unused vacation time shall be by separate check and issued to the employee no later than January 31 of the succeeding year at the employee's hourly rate of pay as of December 31 of the carryover year.

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Section 4. Vacation While IOD

An employee on injury leave, whose vacation falls within the period of injury leave, shall not have his vacation period credited against him and shall be granted that vacation period at a later date, or at the employee's option such unused vacation time may be carried over to the employee's date of separation and converted to its monetary equivalent based upon the employee's rate of pay as of December 31 of the year of separation.

Section 5. Accumulated Vacation Payable to Estate

In the event an employee dies prior to retirement, all accumulated, unused vacation leave shall be paid to the duly authorized personal representative of his estate.

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ARTICLE XII
(Sick Leave)

Section 1. Sick Leave

Sick leave shall be granted at the rate of fifteen (15) working days per year, pro-rated to 1 1/4 days per month. However, whenever an employee is out of work for more than three (3) consecutive days, the Town, acting through the Chief, may require authentication of such illness.

An employee hired before July 1, 1995 may accumulate an unlimited number of sick leave days. An employee hired after July 1, 1995, may accumulate a maximum combination of two hundred twenty-five (225) vacation and sick leave days.

Section 2. Medical Examinations

If an employee exceeds fifteen (15) sick days leave during a twelve (12) month period without medical authentication for such illness or injury for any of those days from a duly licensed physician, he may be required by the Town to submit to a physical and /or psychological examination with cause, such examination to be at the expense of the Town.

It is understood that medically authenticated sick days shall not be included in the fifteen (15) day total sick days for the purpose of this Section.

Section 3. Effect on Details

An employee exceeding fifteen (15) sick days without medical authentication shall be suspended from the Detail List for a period of ninety (90) days.

An employee shall not be assigned a detail for a period of thirty-six (36) hours from the end of the employee's tour of duty on such sick day.

Section 4. Unexpended Sick Leave

Upon retirement an employee hired before July 1, 1995 has the option of receiving his accumulated sick leave by: (a) a lump sum payment by the Town to the employee at the existing rate of pay for his accumulated sick leave time; or (b) electing to take an early retirement equal to the number of sick days accumulated, in which case the employee will receive full pay and benefits for that period, and then be placed on retirement.

If an employee dies prior to retirement, his unused accumulated sick leave shall be paid to the duly authorized personal representative of his estate.

If an employee leaves the department prior to retirement, he shall receive a lump sum payment for all his accumulated sick leave at his existing rate of pay.

In the event an employee hired after July 1, 1995 retires, dies prior to retirement, or terminates his employment in good standing, his accumulated combined vacation and sick leave days, up to a combined maximum of two hundred twenty-five (225) days, shall be paid at the rate of fifty percent (50%) of his current salary calculated on a daily basis, or the employee may have the option to retire at an early date with pay using his two hundred twenty-five (225) days at a fifty percent (50%) value.

Section 5. Sick Leave Incentive Pay

Employees who do not use any sick leave from July 1 until June 30 of the following year shall be paid a sum of money equal to four (4) days' pay. An employee who uses sick leave on one (1) occasion during the above stated period shall be entitled to two (2) days' pay.

Section 6. Emergency Sick Leave

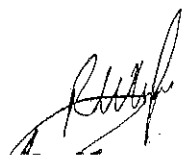
Each employee shall be permitted to use sick leave, comp time, or vacation time on an emergency basis for those emergencies that may arise and prevent the employee from either reporting for duty as scheduled or from completing the scheduled tour of duty.

No employee shall be denied the use of emergency leave. However, the Town, acting through the Chief, may require said employee to provide verification of such emergency.

Section 7. Light Duty Assignment

The provisions of Article XVI, Section 8 (IOD) shall also be applicable to employees on sick leave.

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ARTICLE XIII
(Other Leave)

Section 1. Personal Leave

Employees with less than five years of service shall be entitled to receive one (1) personal day, and those employees having five (5) or more years of service with the department shall be entitled to two (2) personal days, upon approval of the Chief, who shall be provided with seven (7) days' written notice, except in the case of an emergency.

Personal days will be credited on January 1st of each year and must be used by December 31st of that year. No employee shall be permitted to carry over any unused personal days into the next year.

Personal days shall be treated as days worked for the purpose of this agreement and the employee shall not be required to make up such time.

Section 2. Family Leave Day

All employees shall receive one (1) Family Leave Day which shall be granted provided there is no cost to the Town for employee call backs to satisfy the minimum manning provisions pursuant to Article V, Section 7.

Section 3. Funeral Leave

Each employee shall be granted funeral or bereavement leave as follows. Employees shall not be required to make up such time, and these days shall be treated as days worked for the purpose of this agreement.

If a parent, spouse or child of an employee dies, such employee shall receive his next four (4) scheduled working days off after such death. For the purpose of this section, child shall also include any step, foster, or adopted child of the employee.

If a brother, sister, mother-in-law, father-in-law, sister-in-law, immediate aunt or uncle, grandmother, grandfather or grandchild of an employee dies, such employee shall receive his next three (3) working days off after such death.

If a grandmother or grandfather of the employee's spouse dies, such employee shall receive his next scheduled working day off after such death or the day of the funeral, whichever he may choose.

If a niece or nephew of the employee dies, such employee shall receive the day of the funeral off.

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Section 1. Health Insurance—Active Members

The Town agrees to assume the full cost of individual/family health care coverage provided by: (a) United Health Plans of New England, Inc.; or (b) Blue Cross/Blue Shield of Rhode Island, Healthmate Coast-to-Coast (“Healthmate”) with the following riders:

- (1) Organ transplant rider;
- (2) Full-time student rider (increase to age 25);
- (3) Prescription drug rider: 20% with cap at \$300 per person per year;
- (4) \$100 for out-patient services out-of-network/out-of-pocket deductible per person (3 per family);
- (5) \$1,000 for in-patient services out-of-network/out-of-pocket deductible per person (3 per family);
- (6) Vision care rider.

The Town agrees to assume the full cost of individual/family dental coverage provided by Delta Dental of Rhode Island Levels I, II, III (\$1,200 maximum) and IV (orthodontic coverage for dependents to age 19).

Notwithstanding the foregoing, employees shall, by way of a payroll deduction, contribute \$20.00 per week toward the cost of providing the foregoing benefits. These contributions are hereinafter referred to as “co-payments” and shall be made as part of a so-called Cafeteria Plan pursuant to Section 125 of the Internal Revenue Code.

Employees who, as of January 1, 2004, are covered by the Classic Blue Cross health care plan may continue to receive such coverage (including prescription and vision care riders consistent with the provisions of that plan) and shall be required to pay—in addition to the co-payments—the difference in premium between Classic Blue Cross and Healthmate. The lifetime major medical cap for employees enrolled in the Classic Blue Cross plan shall be one million (\$1,000,000) dollars.

Employees who elect to be covered by United Health Care of New England, Inc. instead of Health Mate 2000, shall be required to pay—in addition to the co-payments—fourteen

(\$14.00) dollars biweekly for the family plan, or seven (\$7.00) dollars biweekly for the individual plan toward the costs of providing such plan.

Section 2. Health Insurance—Retirees

Effective July 1, 1980, any police officer retired with twenty (20) years or more service shall be included in the group for purposes of medical coverage and the Town shall furnish and entirely pay the full premium. The medical benefits to be provided under this section shall be the ones in effect at the time of the employee's retirement under either United Health Plans of New England, Inc. or Blue Cross Blue Shield of Rhode Island. In the event a retired employee shall be employed by a firm, person, or corporation providing paid family plan medical benefits, the Town shall suspend the medical coverage it is required to pay under Article XIV, Section 2 for that period of employment; however, if the retiree's new employer requires a contribution for the medical benefits, then the Town shall reimburse the retiree for said contribution each month. Retired employees shall receive this benefit until eligible for federally funded health care (Medicare or equivalent).

Section 3. Health Insurance—Disabled Retirees

Employees who retire on a disability retirement after July 1, 1979 shall be included in the existing contract group for the purposes of medical coverage and the Town shall pay the full premium for said coverage. The medical benefits to be provided under this section shall be the ones in effect at the time of the employee's retirement under either United Health Plans of New England, Inc. or Blue Cross Blue Shield of Rhode Island.

Employees who retire on a disability retirement after July 1, 2004 shall be required to make co-payments for said coverage in accordance with the amount set forth in Section 1 of this Article, provided that the disability retirement benefits (which does not include the so-called supplemental disability payment) are tax-free.

Section 4. Changing Carriers

If, for any reason during the term of this agreement United Health Plans of New England, Inc., should not be able to provide medical coverage for employees electing that coverage, said employees shall be transferred to the Healthmate plan.

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ARTICLE XV
(Other Benefits)

Section 1. Death Benefits

The Town agrees to pay a supplemental death benefit to the beneficiary of any employee who dies in the line of duty as follows:

- If the employee is married, then his spouse shall receive sixty-six and two-thirds percent (66 2/3%) of the gross pay that the employee was receiving at the time of his death. The surviving spouse shall receive all yearly increases as provided for in Article XVIII, Section 5. The above payments are inclusive of any survivor benefits that might be paid by the pension carrier. The Town shall be responsible for funding the difference between the benefits specified in this paragraph, and the amount covered by the pension carrier. This supplemental benefit to the surviving spouse shall cease upon: (1) the surviving spouse reaching the age of sixty-five (65); or (2) remarriage of the surviving spouse; or (3) the death of the surviving spouse, at which time this benefit shall be paid to any of the employee's children up until their twenty-first (21st) birthday, unless said children are attending college full time, then said benefit shall continue until they graduate.

- If the employee is not married, but has surviving children, then the children shall each receive the benefit as set forth above in the immediate preceding paragraph.

- If the employee is not married and has no children, then the employee's named beneficiary shall receive a Ten Thousand Dollar (\$10,000.00) lump-sum death benefit.

If any children of the employee who dies in the line of duty decides to pursue a career with the department, then said children shall have first preference to be hired to fill the next vacancy, upon successfully completing all of the selection requirements that are required by all other applicants at that time.

Section 2. Educational Benefits

The Town shall provide reimbursement for all tuition, books and supplies pursuant to R.I.G.L. 42-28.1-5 within two (2) weeks of successful completion of the courses.

An employee attending any school, pursuant to the so-called Incentive Pay Program shall notify the Town at least thirty (30) days prior to his enrollment at such school.

The Town will provide transportation for all employees attending mandatory schools. A car pool may be utilized.

Section 3. Incentive Pay

Incentive pay awarded to police officers pursuant to R.I.G.L. 42-28.1-6 shall be distributed through the Town by check separate from the biweekly paycheck and no retirement contribution shall be deducted from said incentive payment. If there should be any changes in the law pursuant to the incentive payment, this section will be renegotiated.

Section 4. Law Enforcement Officers' Bill of Rights

The Town agrees to accept and include as part of this agreement the Law Enforcement Officers' Bill of Rights Title 42, Chapter 28.6, et. seq. of the General Laws of Rhode Island and amendments thereto.

Section 5. Liability Insurance

The Town shall provide liability insurance coverage, the terms and conditions of which shall be consistent with the former Columbia Casualty Company liability policy provisions (Policy #185861529).

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**ARTICLE XVI
(IOD)**

Section 1. Injuries on Duty

Whenever an employee shall be wholly or partially incapacitated by reason of injuries or sickness contracted in the performance of his duties, the Town shall pay the fixed salary and medical, surgical, dental, optical expenses and also for treatment, attendants, nurses, hospital expenses, medicine or crutches and apparatus for such period as is necessary, pursuant to R.I.G.L. 45-19-1, subject to the conditions described below.

Section 2. Continuation of Benefits

The Town shall be prohibited from denying wages and medical expenses to an employee who shall become wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of their duties. The Town shall also be prohibited from deducting any accumulated sick leave or comp time or vacation days from an employee who has claimed to suffer a work-related injury to illness.

In the event the Town wishes to contest an employee's claim that he had suffered a work related injury or illness, the Town must notify the employee as soon as practical after receiving his claim of suffering a work-related injury or illness that the Town wishes to contest the employee's claim. Such notice shall be in writing, sent to the employee by certified mail, return receipt requested. In the interim, the employee shall not be denied the benefits outlined in this section.

Section 3. IOD Limitations

Any employee who is absent from the job due to sickness, injuries sustained or contracted in the performance of their duties, including heart attack or heart condition continuously for a period of at least eighteen (18) months shall then report to active duty within a period of thirty (30) days or submit to medical verification that he is physically unfit for duty, and therefore unable to return to his regular duties. Provided, however, that if the Town is of the opinion that because of the employee's sickness or injury that he will be unable to return to work within the 18 month period, it may, before the expiration of the 18 month period, direct the employee to submit to a medical examination so as to determine whether the employee should be placed before the Police Pension Board.



The employee must submit to medical examinations as required by the Town and Pension Board, including but not limited to a comprehensive examination and evaluation by a selection of up to five (5) physicians or independent medical examiners, to be mutually agreed upon by the Town and Lodge 13.

A provision for light duty assignment may be made if necessary, and is limited to a three (3) month period. The employee shall be placed on the retirement list or report back to duty according to the medical evaluation.

An employee who is absent from the job due to sickness, injuries sustained or contracted in the performance of their duties, including heart attack or heart condition for a period of eighteen (18) months and who returns to his normal duties and suffers a recurrence of the same sickness or injury that disabled him initially within a twelve (12) month period of his return shall be given one additional thirty (30) day period to return to his regular duties or be placed on the retirement list.

An employee who is absent from the job due to sickness, injuries sustained or contracted in the performance of their duties, including heart attack or heart condition for a period of six (6) consecutive months or more, but less than eighteen (18) months, and returns to their normal duties and suffers a recurrence of the same sickness or injury that disabled them initially within a twelve (12) month period of their return shall be given the difference between eighteen (18) months and the time period they were initially out of work, plus thirty (30) days to report to active duty or submit medical verification that they are physically unfit for duty and therefore unable to return to their regular duties.

Should the Police Pension Board or Pension Plan carrier determine the employee in question to be ineligible for disability retirement benefits, then, the Town shall continue to pay said employee's pay and allowances as provided for in 45-19-1 of the General Laws of Rhode Island, as amended, until such time as a determination can be made concerning the permanent future status of the employee.

Section 4. Heart Attacks

Should an employee suffer a disability due to heart attack or heart condition after ten (10) years of service, the heart condition will be considered as a job related illness or injury. An employee with less than ten (10) years of service shall provide medical evidence to the Police Pension Board of Review to substantiate that the condition was in fact job related.

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Section 5. Third Party Claims

In the event an employee's prosecution to enforce a claim against a third party for such injuries or damages sustained while on duty is successful, then the employee shall reimburse the Town for all such payments made by the Town pursuant to R.I.G.L. 45-19-1, less apportioned attorney's fees incurred. Provided, however, that the amount of such reimbursement shall not exceed the gross recovery of settlement received by the employee from the third party. It is understood, however, that the payments made by an insurance carrier in accordance with coverage for which the employee has paid premiums shall not be considered a third party.

Section 6. Inoculations

Subject to approval by the Chief, the Town agrees to pay all expenses of inoculation or immunization shots for members of an employee's family residing in his household when such becomes necessary as a result of the employee's exposure to contagious diseases in the line of duty.

Section 7. Supplementary Disability Payments

Should an employee be declared totally and permanently disabled from employment upon service connected disability retirement, the Town agrees to supplement the pension plan as follows:

- Monthly payments to the employee in an amount equal to the difference between the pension benefit and the monthly net pay the employee received at retirement (not including deductions) up to the 20th anniversary of his employment with the department.

- A cost of living increase to the employee's pension from the 20th anniversary date. Cost of living increase shall be in the form of a cost of living adjustment paid by the Town which shall be added to the amount of the employee's pension and shall be based upon the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-United States. The base year shall be 1967 = 100.

Section 8. Light Duty Assignments

An employee on injury leave or sick leave shall be eligible for a light duty assignment upon documentation from a department physician. Such employee must accept the light duty position available and the provisions of Article VI, Sections 2, 3 and 4 and Article VII, Section 1 shall be waived for such period of light duty.



Employees working in staff or administrative positions shall be eligible for light duty assignments within their current assignments. Employees working in line operations shall be eligible for light duty assignments on the Complaint Desk for any of the three watches. They shall also be eligible for light duty assignments within staff or administrative positions, if available, at the discretion of the Chief.

No employee shall be refused the right of returning to work on a light duty basis upon approval as required above. Any such denial by the department or the department's physician shall be subject to the grievance procedure at the employee's discretion, including the recrediting of any expended sick leave during the period in question.

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ARTICLE XVII
(Details)

Section 1. Detail Assignments

Whenever there are details preference shall be given to employees as follows:

- Seasonal Weekly Details: Details known to be on a weekly basis between April 3rd and September 30th shall be distributed to employees every week with the senior employee having his preference of one (1) detail every other week.

- Other Details: Details occurring on a weekly basis between October 1st and March 31st and details not occurring on a weekly basis shall be distributed to the employees on a rotating basis. Each employee shall have the opportunity to have the same amount of details as every other employee within a six (6) month period.

Unless on duty or on vacation, a refusal by an employee to take a detail offered under this section shall be counted as a detail worked for each six (6) month total.

The Chief or his designee shall maintain a file on each detail.

Any employee shall have the right to withdraw his name from the detail list at any time, but the employee's name shall not be deleted from the list without his consent, unless for cause.

Section 2. Suspension From Detail List

An employee can be suspended from the detail list for a period of up to thirty (30) days for cause by the Chief. Details lost during suspension shall be counted toward the employee's six (6) month total.

An employee may appeal any suspension or any unfair application of this section through the grievance procedure.

Section 3. Detail Pay

The following rates of pay shall apply to all employees who are assigned details and shall be paid by the Town.

- All details shall be for a minimum of four (4) hours.
- Except as set forth below, the hourly rate of pay for a detail shall be Thirty-Eight Dollars (\$38.00) per hour.



- Employees on non-Town details for security shall be paid at a rate of Thirty-Eight Dollars (\$38.00) per hour. After eight (8) consecutive hours, the detail rate shall be Fifty-Seven Dollars (\$57.00) per hour.

- Employees on non-Town details for traffic regulation, highway construction sites and/or utility sites, and details where liquor is served shall be paid at the rate of Forty-One Dollars (\$41.00) per hour. After eight (8) consecutive hours, the detail rate shall be Sixty-Two Dollars (\$62.00) per hour.

- Non-Town details for traffic regulation and/or highway construction sites and/or utility sites on holidays listed in Article IX, Section 3 (except the employee's birthday) and/or Sundays shall be paid at twice the rate of pay set forth above for non-Town details for traffic regulation and/or highway construction sites and/or utility sites.

- Employees working details where alcoholic beverages will be served on all holidays listed in Article IX, Section 3 (except the employee's birthday) and Christmas Eve, New Year's Eve and Easter will be paid at the rate of double time for all hours worked, with a minimum of four (4) hours of work.

- All officers in charge of two (2) or more men shall receive a minimum of four (4) hours pay at the rate of Four Dollars (\$4.00) more per hour than the applicable detail rate as set forth above. The senior patrolman shall receive the officer-in-charge pay if no sergeant or above is assigned to a detail of three (3) or more police officers. After eight (8) consecutive hours, the additional hourly supervisory rate of pay will increase from Four Dollars (\$4.00) per hour to Six Dollars (\$6.00) per hour.

All payments shall be at the conclusion of the detail and paid directly to the officer by the Town.

After four (4) hours, a part of an hour (exceeding ten minutes) is considered a full hour's work and compensation shall be for a full hour's work.

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ARTICLE XVIII
(Pension)

Section 1. Contributions

For the purpose of providing retirement benefits for eligible employees under the provisions of the Town of North Providence Police Retirement Plan, the employees shall contribute seven percent (7%) of their annual base salary, including longevity payments, to the Town of North Providence Retirement Plan. This contribution of each member shall be deducted by means of a payroll deduction by the Town. Commencing on January 1, 2007, the employees' contribution shall be eight percent (8%).

The Town shall contribute 21.1% of the employee's annual base salary, including longevity payments, to provide a retirement benefit of two and one-half percent (2 ½%) of the employee's annual base pay, including longevity payments, when multiplied by the employee's years of service after he/she is included in the Plan.

Any increase in the cost of the plan will be added to the Town's contribution only if an increase would have been made in the Town's contribution by the State Municipal Pension Plan should the Town have been under that plan. Any decrease in the cost of the pension will be deducted from the employee's cost or left in the fund at the discretion of the Union.

Section 2. Normal Retirement- 20 Years

The normal retirement period will be the first day of any month after the employee completes twenty (20) years of service. The complete details of the Retirement Plan are included in the contract between the John Hancock Mutual Life Insurance Company and the Town of North Providence, Rhode Island, dated effective July 1, 1978. Said contract will remain on file in the Town Hall for examination. The pension will be based on the average of the employee's highest three (3) years of annual base salary, including longevity payments, within the previous ten (10) year period.

Normal retirement shall be based on the average of the three (3) highest years salary (base pay and longevity pay), and shall not include overtime or any other payments, except as indicated in Section 4 below. The Police Pension Board shall verify that the employee has met the requirements as to time purchased or served.

Section 3. Service Over 20 Years

Employees who elect to remain after twenty (20) years of service will receive an additional two percent (2%) increase in retirement benefits for each additional year they remain on the department.



Section 4. Supplemental Benefit

Employees who receive incentive monies for an Associates Degree or a Bachelors Degree pursuant to R.I.G.L. 42-28.1-6, may elect to have said monies included into their salary for retirement purposes, in addition to the basis for computing retirement benefits in Section 2 above.

Employees shall be responsible for their share, and the Town will make its contribution to the Retirement Plan according to the existing Town and employee contributions that are in effect at the time of each year's distribution and incentive monies. The contribution of each member shall be deducted by means of a payroll deduction from the "incentive check" by the Town.

Employees who are eligible for this supplemental retirement benefit shall have a one-time opportunity to elect this option. Employees must elect this supplemental benefit upon initially becoming eligible to receive incentive monies for an Associates or Bachelors Degree. Employees who currently receive incentive moneys for an Associates or Bachelors Degree must elect to waive this supplemental benefit upon receiving the 1992 payment.

Employees who initially elect to waive this supplemental benefit will not be eligible to select this benefit in subsequent years. The Town shall provide a form for qualifying employees to indicate whether they want to participate or decline this option.

In the event that the General Law known as the Incentive Pay Program is repealed prior to an employee retiring, the employee and the Town shall be reimbursed from the retirement fund any contributions, plus five percent (5%) annual interest, that they each had contributed to the fund for any incentive monies earned by the employee.

Section 5. Cost of Living Adjustment

All employees who retire on or after July 1, 1982 and the beneficiaries of those employees, shall on the 1st day of January next following date of such retirement receive a cost-of-living adjustment in an amount equal to three percent (3%) of the original retirement allowance. In each succeeding year thereafter in the month of January, the retirement allowance shall be increased an additional three percent (3%) of the original retirement allowance, not compounded. The Town shall pay the cost of this annual increase.

All employees who retire on or after July 1, 1986 and completing twenty (20) years or more of service and the beneficiaries of those employees shall on the 1st day of January next following the date of such retirement receive a cost-of-living adjustment in an amount equal to three percent (3%) of the original retirement allowance. The cost of living adjustment will

increase by one percent (1%) a year for a period of ten (10) years, which will start the second year of retirement and will be paid on the 1st day of January. At the end of the ten (10) year period, the cost of living adjustment would have reached twelve percent (12%) which will be paid every year thereafter.

EXAMPLE: The following chart is an illustration of how the cost of living adjustment is to be calculated.

<u>RETIREMENT ALLOWANCE</u>			
<u>ALLOWANCE</u>	<u>YEAR</u>	<u>PERCENT</u>	<u>AMOUNT</u>
\$10,000.00	1	3%	\$ 300.00
\$10,300.00	2	4%	\$ 412.00
\$10,412.60	3	5%	\$ 520.00
\$10,520.60	4	6%	\$ 631.24
\$10,631.24	5	7%	\$ 744.19
\$10,744.19	6	8%	\$ 859.54
\$10,859.54	7	9%	\$ 977.36
\$10,977.36	8	10%	\$1,097.74
\$10,097.74	9	11%	\$1,220.75
\$11,220.75	10	12%	\$1,346.49
	11	12%	\$1,346.49
	12	12%	\$1,346.49

All employees who retire after July 1, 2004 and completing twenty (20) years or more of service and the beneficiaries of those employees shall on the 1st day of January next following the date of such retirement (commencing on January 1, 2007), and on the 1st day of January for each year thereafter for fifteen (15) years receive a cost-of-living adjustment in the amount of 3% per year of the original retirement allowance not compounded. At the end of the fifteen year period, the yearly cost of living adjustment shall not increase any further but shall be continued to be paid at the amount established in the fifteenth year.

EXAMPLE: The following chart is an illustration how the cost of living adjustment is to be calculated for post-July 1, 2004 retirees: Assuming an employee retires with \$20,000 as a retirement benefit.

<u>Year</u>	<u>Percent</u>	<u>COLA</u>	<u>Pension Benefit Including COLA</u>
1	3%	\$600	\$20,600
2	3%	\$600	\$21,200
3	3%	\$600	\$21,800
4	3%	\$600	\$22,400
5	3%	\$600	\$23,000
6	3%	\$600	\$23,600
7	3%	\$600	\$24,200
8	3%	\$600	\$24,800
9	3%	\$600	\$25,400
10	3%	\$600	\$26,000
11	3%	\$600	\$26,600
12	3%	\$600	\$27,200
13	3%	\$600	\$27,800
14	3%	\$600	\$28,400
15	3%	\$600	\$29,000
16			\$29,000
17			\$29,000
Etc.			\$29,000

Employees who retire after July 1, 2004 but before January 1, 2006 and the beneficiaries of those employees shall receive a COLA benefit as set forth above for post-July 1, 1986 retirees until January 1, 2007 at which time their COLA benefit shall be calculated in accordance with the second chart in this section (i.e. 3% simple for 15 years).

Employees who retire after July 1, 2006 and completing twenty (20) years or more of service and the beneficiaries of those employees shall on the 1st day of January next following the date of such retirement, and on the 1st day of January for each year thereafter for twenty-five (25) years receive a cost-of-living adjustment in the amount of 3% per year of the original retirement allowance not compounded. At the end of the twenty-five year period, the yearly cost of living adjustment shall not increase any further but shall be continued to be paid at the amount established in the twenty-fifth year.

Section 6. Early Retirement Benefit

Any cost associated with the implementation of the early retirement plan that was offered during the contract year beginning July 1, 1987, and ending June 25, 1988, shall be borne solely by the Town.

Section 7. Withdrawal from Plan

Withdrawal from the Pension Plan shall be by termination of employment only. An employee shall be eligible to withdraw his contribution only.

Section 8. Police Pension Board

The North Providence Police Pension Board consisting of five (5) members, two (2) policemen selected by Lodge 13, one with less than ten (10) years of service and one with more than ten (10) years of service, two (2) representatives of the Town selected by the Mayor and one (1) Town Council member appointed by the Town Council, will review and must approve, by majority vote, any pension in accordance with the rules and regulations of the Board. The Board will also review any proposed changes and is required to accept or deny requests on the basis of documented medical or actuarial evidence.

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ARTICLE XIX
(Grievances)

Section 1. Grievance Defined

A grievance shall mean a complaint filed by Lodge 13 that with respect to an employee of the bargaining unit, there has been a violation, misinterpretation or inequitable applications of any of the provisions of this contract or that a member of Lodge 13 has been treated unfairly or inequitably or discriminated against for any reason.

Section 2. Grievance Procedure

Alleged grievances of employees shall be handled in accordance with the following procedure:

(1) All grievances shall be filed in writing by the President of Lodge 13 or his designee (hereinafter simply referred to as "the President"), with the Chief or his designees (hereinafter simply referred to as "the Chief").

(2) The Chief shall meet with the President within five (5) working days of the receipt of the grievance. Within five (5) days, (unless otherwise agreed) of the first meeting between the Chief and the President, the Chief shall render his decision, in writing, a copy of the same to be delivered to the President.

(3) If the decision of the Chief is not acceptable to Lodge 13, then the Public Safety Director or his designee (hereinafter simply referred to as "the Public Safety Director") shall meet with the President within five (5) working days of the receipt of the unacceptable decision of the Chief. Within five (5) days (unless otherwise agreed) of the first meeting between the Public Safety Director and the President, the Public Safety Director shall render his decision, in writing, a copy of the same to be delivered to the President.

(4) If the decision of the Public Safety Director is not acceptable to Lodge 13, it may request an assignment of an arbitrator by the American Arbitration Association. The arbitrator shall have no authority or power to add to or subtract from the terms and conditions of this agreement. The costs and expenses of the arbitrator shall be paid by the losing party, unless the parties have agreed otherwise in writing. The decision handed down by the arbitrator shall be binding in nature in all matters.

(5) Once a grievance has been filed with the Chief, neither the Town nor the Department nor any of their agents, shall compel a meeting with the grievant for the purposes of discussing or negotiating the grievance, or the particulars of the grievance, unless said meeting, discussions and/or negotiations are conducted in the presence of the Union representative.

Section 3. Grievances Filed by North Providence Lodge 13

In addition to the foregoing grievance procedure, Lodge 13 shall have the right to initiate a grievance as a grievant on its own behalf by filing same in writing with the Chief of Police. In such event, the grievance shall be processed in accordance with the provisions of Section 2 above.

Section 4. Expedited Arbitration

On any matter submitted to arbitration, either the Town or the Union can request the matter be resolved through the Expedited Arbitration Rules of the American Arbitration Association.

Section 5. Time Limitations

If a grievance is not filed with the Chief of Police by Lodge 13 within twenty (20) days of the date of the event giving rise to the grievance, or if Lodge 13 fails to file a demand for arbitration under the rules of the American Arbitration Association within fifteen (15) days of an unacceptable decision of the Public Safety Director [Section 2(4) above], the grievance shall be deemed to have been waived.

Section 6. Continuance of Implied Benefits

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees and shall be made a part of this agreement.

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ARTICLE XX
(Miscellaneous)

Section 1. Duration of Agreement

This agreement shall be for a term of thirty-six (36) months, commencing July 1, 2006 and ending June 30, 2009.

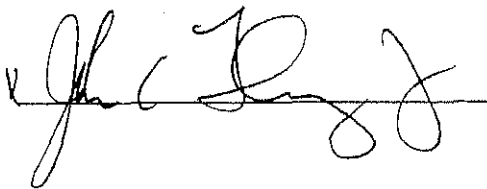
Section 2. Honorable Service

The Town and the Union shall each appoint, two (2) representatives to serve on a labor/management committee to formulate language to be incorporated in this agreement to define the term "honorable service", and to establish honorable service as a condition precedent to the payment of various collective bargaining benefits. The incorporation of any language recommended by said committee into this agreement will be subject to approval by the Town and ratification by the Union.


IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on this 4th day of ~~November~~, 2006.
December

In the presence of:

TOWN OF NORTH PROVIDENCE

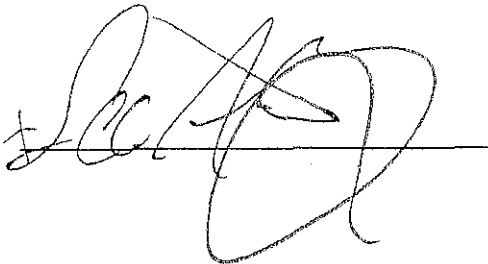


By:

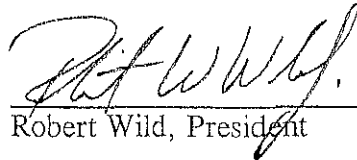


A. Ralph Mollis, Mayor and Public Safety Director

NORTH PROVIDENCE LODGE 13



By:



Robert Wild, President

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AGREEMENT

This Agreement is entered into this 30th day of June, 2009 by and between the Town of North Providence (the "Town") and North Providence Lodge 13 Fraternal Order of Police (the "FOP").

RECITALS

A. There currently exists a collective bargaining agreement between the Town and the FOP for the period of July 1, 2006 through June 30, 2009.

B. The 2006-2009 CBA is set to expire on June 30, 2009. A new contract, whether negotiated or arbitrated, would most likely have an effective date commencing on July 1, 2009.

C. Because it is anticipated that any negotiated agreement or arbitration award will come after June 30, 2009 and because of the uncertainty of the outcome of those negotiations and/or arbitration hearings, a number of police officers who are represented by the FOP have indicated that they may retire before the 2006-2009 CBA expires on June 30, 2009.

NOW, THEREFORE, to avoid an exodus of experienced police officers and so as to provide employees who have the ability to retire a fair opportunity to leave the employ of the Town with certain benefits intact, the parties hereto have agreed as follows:

1. Members of the FOP covered by the 2006-2009 CBA shall be permitted to retire with the same benefits set forth in the 2006-2009 CBA as long as they retire within thirty (30) days after any negotiated contract is signed or within thirty (30) days after any arbitration award is rendered for the next collective bargaining agreement (whether it be a one-year or multi-year contract).

2. The ability to retire with those same 2006-2009 CBA benefits shall be permitted even if changes are made in the next collective bargaining agreement whether negotiated or arbitrated.

TOWN OF NORTH PROVIDENCE

By: 

Charles Lombardi, Mayor and Director
of Public Safety

NORTH PROVIDENCE LODGE 13
FRATERNAL ORDER OF POLICE

By: 

David Drezek, President

RECEIVED FOR RECORD
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Dec 28, 2009 10:36:01A

MaryAnn DeAngelus

Town Clerk