

2009-2012

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF PAWTUCKET

AND

PAWTUCKET LODGE NO. 4 FRATERNAL ORDER OF POLICE

IN FINANCE COMMITTEE

4/2/2009

COMMITTEE RECOMMENDS APPROVAL


Chair

IN CITY COUNCIL

4/2/2009

CONTRACT IS RATIFIED

ON A ROLL CALL VOTE

AYES 9 NOES 0


Clerk

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AGREEMENT

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Police Departments", this Agreement is made and entered into effective as of the 1st day of July, 2009, by and between the CITY OF PAWTUCKET and LODGE NO. 4, FRATERNAL ORDER OF POLICE (hereinafter called Pawtucket Lodge No. 4).

PREAMBLE

Pursuant to the provisions of Chapter 54 of the Public Laws of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes Concerning Wages, or Rates of Pay and Other Terms and Conditions of Employment of Employees of Police Departments", the City of Pawtucket recognizes that the sworn police officers of the City of Pawtucket have the statutory right to bargain collectively with the City of Pawtucket and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the City of Pawtucket to regulate, manage and control the Police Division of the City except as modified by the terms of this contract and except as specifically directed by said Chapter 54 of the Public Laws of the State of Rhode Island, 1963, reference to which has been previously stated. This Agreement is subject to the provisions of Chapter 54 of the Public Laws of Rhode Island, 1963, wherein the sworn police officers who are subject to its terms, shall have no right to engage in any work stoppage, slowdown or strike.

The word "employee" when used in this Agreement shall mean all sworn police officers from the rank of patrolman up to and including the rank of major.

ARTICLE I

Section 1. Recognition

The City of Pawtucket recognizes Pawtucket Lodge No. 4 as the exclusive bargaining agent for all sworn police officers from the rank of patrolman up to and including the rank of major, for the purpose of collective bargaining and entering into agreements as to wages, salaries, hours, working conditions and other terms and conditions of employment.

The rights of the City of Pawtucket and the employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. Employment Security

The City of Pawtucket agrees not to discharge or discriminate in any way against any employee for membership or legitimate activities in Pawtucket Lodge No. 4.

Section 3. Dues Deduction

All employees shall have the right to voluntarily join or refrain from joining the Pawtucket Lodge No. 4. Employees who choose not to join the Pawtucket Lodge No. 4, however, and who are covered by the terms of this contract, shall be required to pay a monthly service fee and/or any uniformly levied assessment (hereinafter collectively referred to as "fees") to the Pawtucket Lodge No. 4 for the purpose of aiding the Pawtucket Lodge No. 4 and defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit.

The aforesaid fees shall be payable on or before the first day of each month, and such sum shall in no case exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the Pawtucket Lodge No. 4. Other than the payment of these fees, those employees who do not choose to join the Pawtucket Lodge No. 4 shall be under no further financial obligations or requirements of any kind to the Pawtucket Lodge No. 4. It shall also be a condition of employment that all employees covered by this Agreement shall, on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay the established fees as noted above.

The Pawtucket Lodge No. 4 shall indemnify the City of Pawtucket, should the City of Pawtucket be required to reimburse any of the employees who are not members of the Pawtucket Lodge No. 4.

Section 4. Time off for Bargaining

(a) All employees covered by this Agreement who are officers of Pawtucket Lodge No. 4, or who are appointed by Pawtucket Lodge No. 4 as members of said Lodge's Legislative Committee and the appointed chairman of the grievance committee, shall be allowed time off with pay for official Lodge business in, negotiations and/or conferences with the City Administration, and in the preparation thereof, without requirement to make up said time. An employee who is a member of the Legislative Committee and attends negotiations and/or conferences with the City Administration, shall not be required to work on said date.

(b) The president of Pawtucket Lodge No. 4 or his designee shall be allowed time off with pay for official Lodge business with respect to grievances, grievance hearings and the preparation thereof.

(c) The President of Pawtucket Lodge No. 4 shall be allowed time off with pay for attendance at Lodge meetings, State and National Conventions of the Fraternal Order of Police.

In addition, any employee who is a member of the State FOP Executive Board or who is a State FOP Trustee shall be allowed time off with pay to attend all State FOP meetings provided there is sufficient manpower to satisfy the minimum manning requirements of Article VI, Section 8.

(d) Not more than four (4) Delegates shall be allowed time off with pay for attendance at National Conventions of the Fraternal Order of Police and not more than seven (7) Delegates per day shall be allowed time off with pay for attendance at State Conventions of the Fraternal Order of Police.

(e) The Secretary and Treasurer of Pawtucket Lodge No. 4 shall be allowed time off with pay and without the requirement to make up said time for attendance at the regular monthly meetings and special meetings of Pawtucket Lodge No. 4. The immediate Past President of Pawtucket Lodge No. 4 shall be allowed time off with pay and without the requirement to make up said time for attendance at the first four (4) meetings (regular or

special) after his successor has been elected. Time off with pay shall be no longer than three (3) hours. A special meeting shall last no longer than two (2) hours and shall be limited to time off with pay to two (2) per year. In the event the President is unable to attend the regular monthly meetings or special meetings, the Vice President shall be then allowed time off in accordance with the provisions of this section. The Chief may call back to duty any of the above Union officials who have been allowed time off with pay in an emergency situation.

Section 5. Inspection Privileges

The President or a representative of Lodge No. 4, Fraternal Order of Police, shall be granted access to the Police Division for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that this Agreement is being adhered to; provided, however, that there is no interruption of the Police Division's working schedule.

ARTICLE II

Section 1. Management Rights

The City shall retain the right to issue, through the Director of Public Safety or his designee, Rules and Regulations governing the conduct of the Police Department; provided however, that no rule, regulation, general or special order shall abridge or supersede the provisions of this Agreement, nor shall said rule, regulation or special order violate any City, State or Federal Law.

The City shall not institute any rule, regulation, general or special order or change any personnel rule or regulation without notifying the Fraternal Order of Police of said proposed change. The City shall notify the Fraternal Order of Police thirty (30) days prior to any hearing date set to change any said rule, regulation, general or special order or personnel rule and shall state the time and date of said hearing.

ARTICLE III

Section 1. Seniority

Definitions:

Department Seniority: Shall commence on date of appointment as a police officer and seniority shall be computed according to continuous service from the date of original appointment by the City.

Rank Seniority: Shall commence on the date the officer is sworn in to a particular rank and seniority shall be computed according to continuous service within that rank.

(a) Employees shall have rank seniority and said seniority, insofar as practicable, shall prevail with regard to transfers to any division, bureau, section, platoon, department or any other post by whatever name the transfer may be labeled (except as hereinafter provided). Rank seniority shall also prevail with respect to, transfers to shifts; beats or posts; days off; holidays; vacations; and any and all circumstances or situations by whatever name they may be given. The Chief shall be allowed discretion as to whether to follow seniority. If seniority is not followed, then the Chief shall give a written reason as to why seniority is not being followed. The written reason shall not be physically maintained in the employee's personnel file and shall be destroyed one (1) year after the bid was denied and the written reason was prepared. The failure to follow seniority shall be reviewable through the grievance procedure. This subparagraph shall not apply to those positions where an examination is to be taken under the Promotion Procedure.

Notwithstanding the foregoing, however, newly appointed employees shall serve a twelve (12) month probationary period, and the Chief will have complete discretion with respect to the assignment of newly appointed officers for the first ninety (90) days of their appointment. This is to afford new employees the opportunity to experience all different facets of the job. After the ninety (90) day period, then the balance of the provisions of Article III, Section 1 shall govern, except (i) that the Chief may assign probationary officers for up to a total of two (2) days to the Planning and Training Division for the purposes of taking refresher training course(s); (ii) once the new employee has bid to his or her shift, the

Chief shall have an additional thirty (30) days to assign that new employee to a non-permanent bid car for the purposes of training and evaluation.

The Chief will also have complete discretion with respect to appointments to the positions of Field Training Officer and Honor Guard subject to the following conditions:

- Only those employees who volunteer for those positions shall be considered.
- Employees selected for those positions shall not be required to change their shift

(unless they agree to do so).

- With respect to the position of Field Training Officer, the Chief cannot circumvent the provisions of Article III, Section 2. The Chief shall only be allowed to select someone who has completed field training officer training.

The Chief and the FOP president shall agree upon employees who shall serve as stress officers without regard to seniority.

(b) All bids shall be posted on the bulletin board for four (4) days, and notification of such posting shall be mailed to all off-duty employees who may be on extended absence for any reason or on vacation, registered mail/RRR; provided, however, such employees have left their names and addresses at headquarters in order to be so notified. Personnel interested in the vacant position will submit in writing their application for said vacant position to the Chief of the Police Division.

(c) A senior officer whose bid has been accepted may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.

(d) In the event that more than one employee was appointed on the same day, then the senior man will be the officer who was issued the lowest badge number. In the case of a patrolman appointed on the same day, the lowest badge number shall be issued to the employee with the highest academic ranking from the Rhode Island Municipal Police Training Academy. In the case of a uniformed supervisor appointed on the same day, the lowest badge number shall be issued to the employee with the highest overall promotional test score. Badge

numbers shall not be taken from a police officer and issued to a junior officer with the intent of violating this clause.

(e) Prior to July 1, 1998, employees promoted into the detective division shall retain their rank seniority. For example, a patrolman with ten years on the department promoted to the detective division prior to July 1, 1998 shall be deemed to have greater seniority within the detective division than a detective with five years on the department, even though the five year employee has been a detective for a greater period of time. Similarly, a sergeant who has held that rank for five years and who has been promoted to the detective division prior to July 1, 1998 shall be deemed to have greater seniority within the detective division than a detective sergeant who has been a sergeant for three years (combining uniform and detective) even though the three year sergeant has been a detective sergeant for a greater period of time.

For employees promoted to the detective division after July 1, 1998, rank seniority within the detective division shall commence on the date the officer is sworn into the rank and shall be computed according to continuous service within that rank.

Notwithstanding the foregoing, however, no bumping shall be allowed when an employee with greater rank seniority is promoted to the detective division. In other words, vacancies within the detective division shall be filled in accordance with the bidding procedure set forth herein at the time the vacancy occurs with respect to an assignment, shift, beat or post.

(f) Whenever an employee is reduced in rank for whatever reason, his rank seniority in the higher rank shall be utilized in determining his rank seniority in the lower rank. For example, a lieutenant who has held that rank for five (5) years and who is demoted to the rank of sergeant, shall receive credit for the years he had been a sergeant and a lieutenant in determining his/her new rank seniority as a sergeant. In such situation, the employee who is reduced in rank shall be required at the time of the rank reduction to fill the position that is vacant. Thereafter, said employee shall be permitted to bid into any position as they become vacant. The reasoning for this is to avoid a bumping process when the employee is first reduced in rank.

(g) In connection with any bid, there shall be a trial period of ninety (90) days to determine whether the employee can acquire the skills necessary for the performance of said job in a reasonable satisfactory manner; provided, however, that in cases where the City and Lodge No. 4 so mutually agree, such trial period shall not be mandatory. At the end of said ninety (90) days, the employee shall be either permanently transferred to said position or returned to his former position. If, during the trial period, the City removes the employee from such position for alleged lack of reasonable progress in said position, the employee shall have the right to file a grievance in accordance with the provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes of the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned.

During the trial period a monthly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Chief of the Police Division and the Director of Public Safety. The form of said progress report shall be substantially the same as is now being used by the Director of Personnel.

(h) Within thirty (30) days after the execution of this Agreement, the City shall furnish Lodge No. 4 and the Police Division a copy of the proposed seniority list, and Lodge No. 4 and/or Police Division will have thirty (30) days in which, to make any corrections or changes in said list; otherwise, after said thirty (30) day period the list shall be accepted as correct. After the order of seniority has been established, a permanent and up-to-date list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit of all police officers and all future seniority questions shall be resolved in accordance therewith. The City also agrees to furnish to Lodge No. 4 an up-to-date seniority list, a copy of which is to be posted on said bulletin board.

Section 2. Bidding for Schools

(a) Specialty Schools—A school is defined as a "specialty school" when the content of the course has a specific relationship to a bureau or division within the City of Pawtucket Police Division. When such course is to be offered it shall be posted for bid within certain bureaus or divisions as determined by the Chief for a period of seventy-two (72) hours, and

any necessary prerequisites as determined by the course sponsor and as stated in its written literature, shall be listed in the posting. Bids may be submitted by only the members of said bureau or division. If the bid for the specialty school is to be open to all employees, then the employee with the most department seniority who meets the course sponsor's prerequisite(s) shall be awarded the bid. If the bid for the specialty school is limited to a particular rank, then the employee with the most rank seniority who meets the course sponsor's prerequisite(s) shall be awarded the bid. In the event there are no bidders, the course would then be bid under subparagraph (b) hereof.

An employee may be awarded a bid for a specialty school only once in any nine (9) month period unless said employee is the only one who bids for a subsequent specialty school or is transferred into a bureau/division which requires attendance at a specialty school. In addition, an employee who has attended a specialty school in a given area of police work may be granted preference in bidding for a specialty school without regard to the so-called "nine month rule" when the course that is offered is a continuation of the previous school.

(b) Non-Specialty Schools—A school is defined as a "non-specialty school" when the content of the course is non-specific, general or introductory in nature. When such course is to be offered, it shall be posted for bid for seventy-two (72) hours and, any necessary prerequisites as determined by the course sponsor and as stated in its written literature, shall be listed in the posting. All employees may bid therefor. If the bid for the non-specialty school is to be open to all employees, then the employee with the greatest department seniority who meets the course sponsor's prerequisite(s) shall be awarded the bid. If the bid for the non-specialty school is limited to a particular rank, then the employee with the most rank seniority who meets the course sponsor's prerequisite(s) shall be awarded the bid.

An employee may be awarded a bid for a non-specialty school only once in any nine (9) month period.

(c) FBI Academy—Appointments to the FBI Academy shall be made by the Chief of Police.

(d) Notification to F.O.P.—Immediately upon the award of a bid for any school, the Chief shall advise the President of the F.O.P. the name of the employee(s) awarded the bid.

(e) Schools at Employee's Expense—Notwithstanding the provisions of subparagraphs (a) and (b) above, employees shall be allowed to attend, at their own expense, any school.

(f) If a school is scheduled on an employee's regular work day(s), the attendee shall be assigned to the school in lieu of his/her regular work assignment. Post-classroom activity, such as overnight stays, shall not be considered as hours worked, or part of the regular work day.

(g) Employees attending schools where overnight stays are involved shall receive a \$50.00 per diem prior to the commencement of the school. Upon returning from the school, the employee shall present the City with receipts for meals and other expenses. To the extent that these expenses exceed the per diem rate, the City shall reimburse the employee for reasonable expenses consistent with the City's Policies and Procedures for Reimbursement of Expenses dated March, 1999. To the extent that these expenses are less than the per diem rate, the employee shall reimburse the City.

Section 3. Bidding for Identification Bureau

Vacancies within the Identification Bureau for patrolmen/detectives shall be filled in accordance with rank seniority, provided the patrolman/detective seeking to fill said vacancy has successfully completed the University of Rhode Island Criminalistic School ("School").

Vacancies within the Identification Bureau for supervisors shall be filled in accordance with rank seniority with the understanding that the supervisor shall be required to complete the next available School, provided he/she has not already done so.

The City shall send employees to the School each year (provided there is space available) on a rotating basis—the rotation occurring between patrolmen/detectives and supervisors. This rotation shall continue from school to school unless a supervisor is needed to attend in order to satisfy the requirements set forth in the previous paragraph. Nothing contained herein shall prohibit the City from sending both a supervisor and a patrolman/detective to the same School in any particular year.

Section 4. Layoffs and Recall

In the event it becomes necessary for the City of Pawtucket to lay off employees, those employees with the least amount of department seniority shall be laid off first. In the event of rehiring, the last employee laid off shall be the first to be rehired.

ARTICLE IV

Section 1. Vacancies

(a) *Patrolman's Ranks* —As far as possible, the City shall anticipate and plan for filling vacancies in the patrolman's ranks and shall maintain a list of eligible employees, available at all times. Any vacancy occurring in the patrolman's ranks shall be filled within sixty (60) days from the date the vacancy occurs. However, the City shall not be required to fill six (6) vacancies in the patrolman's rank for fiscal years 2009-2010 and 2010-2011 and four (4) vacancies in the patrolman's rank for fiscal year 2011-2012. The number of vacancies (i.e. 6, 6 & 4) are not intended to be cumulative. All patrolman vacancies shall be required to be filled within sixty (60) days of July 1, 2012 to the same level as budgeted for fiscal year 2008-2009.

(b) *Officer's Rank* —The City shall maintain promotional lists for all positions from the rank of Detective up to and including Chief of the Police Division. Any vacancy occurring in any rank above the rank of patrolman shall be filled within sixty (60) days.

The term "vacancy" for the purposes of this section shall deem to have occurred whenever an employee is promoted to a higher rank, demoted to a lower rank, retires, dies, or is otherwise terminated. Notwithstanding the foregoing, during or prior to the 60-day period) referred to above, the City may decide and declare that any such actual or potential vacancy or vacancies are not to be filled. In the event such determination is made, the City shall be precluded from filling such vacancy or vacancies for a period of 12 months from the date of the vacancy or vacancies.

Section 2. Promotion Procedure

(a) *Promotions/Assignments*. Promotions to the rank of Sergeant, Lieutenant, Captain, Major, Chief and the Detective Bureau shall be made from the ranks of the Police Division on a competitive basis. Assignments to the Youth Bureau shall be made from within the Detective Bureau on the basis of rank seniority.

(b) *Notice of Exams*. The notice of promotional examinations will be posted on the third Monday of August each year (odd years for detectives, even years for uniform) and will indicate to the applicants the sources of material for said examination. Notification of promotional examinations shall be mailed to all off-duty employees who may be on extended absence for any reason or on vacation, registered mail/RRR; provided, however, such employees have left their names and addresses at headquarters in order to be so notified. Four (4) sets of the sources of material for said examination shall be purchased by the City and

made available to all employees. Said notice shall also contain within it a cut-off date for applications which will be the second Monday following the posting of the notice at 4:30 p.m.; shall contain within it eligibility requirements for the various positions being advertised; and shall contain the passing score for the written portion of the examination. Promotional examinations shall be given on the third Saturday of November unless otherwise agreed upon between the City and the FOP.

Employees who sign up to take a promotional examination and who fail to notify the Personnel Bureau of their intention not to take the examination at least two (2) weeks prior to the scheduled examination date shall reimburse the City, through payroll deduction, the cost of the examination which shall be established by the parties on an annual basis and listed in the notice of promotional examination.

(c) *Eligibility.* To be eligible to apply for examinations for the respective promotions, employees must have served in the grades (within the Pawtucket Police Division) and for the periods shown below, which service shall date back from the date of the notice of the examination and must currently be serving in the rank immediately below the rank being sought, except that employees holding the rank of Captain or Major shall be eligible to take the Chief's examination.

Sgt. - 5 years as Ptlm.

Det. - 3 Years as a Ptlm.

Lt. - 1 day as a Sgt.

Det. Sgt. - 1 day as a Sgt.

Capt. - 1 day as a Lt.

Det. Lt. - 1 day as a Lt.

Patrol Major - 1 day as Capt.

Det. Capt. - 1 day as a Capt.

To be eligible to be promoted for the respective promotions, employees must have served in the grades and for the periods shown below:

Sgt. - 7 years as Ptlm.

Det. - 5 Years as a Ptlm.

Lt. - 6 Months as a Sgt.

Det. Sgt. - 6 Months as a Sgt.

Capt. - 6 Months as a Lt.

Det. Lt. - 6 Months as a Lt.

Patrol Major - 6 Months as a Captain

Det. Capt. - 6 Months as a Capt.

Employees shall only be permitted to test for a higher rank, except that employees holding the rank of Captain or Major shall be eligible to take the Chief's examination.

(d) *The Test.* Once the promotional application period has expired, promotional examinations will be administered in accordance with the procedure set forth herein. The said promotional examinations shall consist of the following parts:

A. 85% of said promotional examinations shall consist of a written examination. Said written examinations shall be administered by an out-of-state recognized testing service but the same testing service may not be used for more than two consecutive years. An employee who is seeking promotion must receive a grade of 60% on the written portion of the examination in order to be eligible for the promotion he is seeking.

B. 10% of said promotional examinations shall consist of percentages being awarded for department seniority based on one-half (½%) percent for each year of service completed as of the date the test is given in the Pawtucket Police Division up to a maximum of twenty (20) years.

C. 5% of said promotional examinations shall consist of percentages being awarded for education in accordance with the following schedule:

Masters Degree and above	5%
Bachelors Degree	4%
Associates Degree	2%
30 Credits and Over	1%

With respect to educational points, it is intended that the credits and/or degree must be in law enforcement or behavioral sciences. In addition, an employee must actually have a Masters Degree or above, a Bachelors Degree or Associates Degree issued by an educational institution; so-called "equivalency degrees" shall not be acceptable as degrees.

(e) *Certification and Notification/Posting of List.* Upon receipt of the test results, but no sooner than the Friday preceding the second Monday of December, the City and the FOP shall certify the scores and placement of each candidate. On the second Monday of December, candidates shall be notified as to their score and placement in the promotional process and said results shall be posted in all bureaus and divisions with the order of finish as well as the score of the candidate by examination number. If for some reason the test results are not delivered to the City in time for the City and the FOP to certify the list by the second Monday in December, then the notification/posting date shall be three (3) business days following the

City's receipt of the test results. The order of appearance shall be determined by a composite score based on the following points:

- A. Written examination-85 points maximum
- B. Seniority-10 points maximum
- C. Education-5-points maximum

(f) *Ties.* Should there be any tie on any promotional list, said tie shall be broken on the basis of department seniority and in the event there is still a tie then in accordance with Article III, Section 1(d).

(g) *Top Three Candidates.* The City shall furnish the Public Safety Director with the three top candidates in the order in which they finished in the promotional process. Candidates who are allowed to take the exam but do not have the required time-in-grade to be promoted shall not be included on any list furnished to the Public Safety Director until they have served the necessary time-in-grade as set forth above. The Public Safety Director shall then make the appropriate promotion from that list. In the event that the Public Safety Director intends to promote out of numerical order among the top three candidates, he shall provide the unsuccessful candidate or candidates in writing with the criteria and considerations which caused his selection to be made at least three days prior to the date on which the promotion is to be made. Notwithstanding the right of the Public Safety Director to select any of the top three candidates, no candidate who is eligible for promotion and ranks among the top three candidates on a promotional list may be passed over for promotion more than twice.

(h) *Duration of List.* A promotional list shall continue in effect for a period of two (2) years from the date of the notification/posting date unless the new list is required to be posted as set forth above by the second Monday in December in which case the old list shall be deemed to have expired notwithstanding the fact that it may not have been in existence for two (2) years.

(i) *Detectives' Rights.* Employees currently assigned to the Detective Bureau shall have the right to remain therein and shall be subject to removal only in accordance with the provisions of this Agreement, and for good cause and subject to the right of the employee so removed to grieve said removal.

ARTICLE V

Section 1. Duties

The duties of the members of the Police Division shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the City of Pawtucket and the statutes of the State of Rhode Island and such other necessary auxiliary, administrative and service functions presently conducted by the Police Division, and such other duties as are, or may be prescribed by the Director of Public Safety in accordance with the provisions of the statutes of the State of Rhode Island in such cases made and provided.

Section 2. Detail to Other Departments

The City of Pawtucket agrees that employees of the Police Division whose duties are defined in Article V, Section 1 above shall be detailed to other departments of the City for the performance of police duties only.

Section 3. Transfer to Other Bureaus

The transfer of employees to different bureaus within the Police Division shall be made by the Chief, subject to the seniority provisions in Article III hereof and the promotion procedure in Article IV.

Section 4. Out of Rank Pay

Employees up to the rank of Captain, who assume or work at a higher rank shall be compensated therefor at the same rate of pay as the employee for whom they are filling in. Such higher rate shall apply for all time spent at the higher rank. A Major who is directed to assume or work the rank of Chief by order of the Public Safety Director shall be compensated at the Chief's rate of pay.

Where an employee serving out of rank contracts an illness or suffers an injury in the performance of his duties, he shall be entitled to all of the benefits provided under Article XII of this Agreement, including pay at the rate he was receiving while serving out of rank. However, if the employee retires on a service-related disability for the illness or injury sustained while serving out of rank, his service-related disability pension shall be based on his own rank.

Section 5. Temporary Assignment

The term "temporary assignment" shall be an assignment which shall last no longer than ninety (90) days and assignment thereto shall be in accordance with the seniority and bidding procedures set forth in Article III hereof.

Section 6. Special Squad

The Chief of Police shall have the power to establish a Special Squad not to exceed fifteen (15) employees, who shall be selected by the Chief from the Uniform Bureau and who shall serve in said squad for a period of time as deemed necessary by the Chief. The above language shall not prevent the Chief from selecting, on a voluntary basis, officers from other Bureaus/Divisions for assignment to the Special Squad. Upon selection to the Special Squad, employees may be assigned by the Chief to other law enforcement agencies outside of the Police Division for Special Squad work. Appointment to said squad shall be exempted from the seniority and bidding procedures set forth in Article III of the Collective Bargaining Agreement; provided, however, that no employee shall be transferred to the Special Squad who has less than three (3) years of service in the Police Division, including the probationary period.

Employees who were assigned to the Special Squad on or before January 1, 1996 will have the right to remain in said squad and be subject to removal only in accordance with the provisions of the Collective Bargaining Agreement. Once said employee leaves said squad, the employee replacing him shall not be so protected. Employees assigned to the Special Squad shall perform Special Squad work.

Section 7. Internal Affairs Bureau

The Chief of Police shall have the right to appoint employee(s) on a voluntary basis to the Internal Affairs Bureau without regard to the requirements of Article III, Section 1. Assignments to the Internal Affairs Bureau shall reduce (by an equal number) the maximum number of appointments that the Chief may make to the Special Squad.

ARTICLE VI

Section 1. Hours

The regular work schedule for all members of the Police Division shall be an average of thirty-seven and one-half (37 ½) hours. The regular schedule for all members of the Police Division, except for Major, employees in the Detective Division, Special Squad, Office of Personnel of the Administrative Bureau, employees in the Youth Bureau and any employee of the Police Division who must meet outside scheduling, shall be a six (6) day schedule of four (4) consecutive working days of eight (8) hours followed by two (2) consecutive days off. The regular schedule for the Major, employees in the Detective Division, Special Squad, Office of Personnel of the Administrative Bureau, employees in the Youth Bureau and any employee of the Police Division who must meet outside scheduling shall continue to work Monday through Friday with weekends off. These employees shall be entitled to seventeen (17) so-called "TC days" each year. These TC days must be used by June 30th of each year. Employees may take TC days before they are actually "earned" in that year; however, if an employee leaves the position where he/she was entitled to TC days and has taken more TC days than have been earned, then those days may be deducted from the employee's accrued vacation entitlement.

Employees covered by this Agreement shall not be required to commence their normal tour of duty at a different hour than regularly specified, unless such period of time is contiguous to the normal tour of duty and the employee works to at least the end of his normal tour of duty.

The normal tours of duty for the Police Division are as follows:

Uniform Patrol and Community Policing Unit:	First Platoon	0800 hours to 1600 hours
	Second Platoon	1600 hours to 2400 hours
	Third Platoon	2400 hours to 0800 hours
Detective Division		0800 hours to 1600 hours
Prosecution Bureau		0800 hours to 1600 hours
Identification Bureau		0800 hours to 1600 hours
Administration Bureau		0800 hours to 1600 hours
Planning & Training Bureau		0800 hours to 1600 hours
Internal Affairs		0800 hours to 1600 hours
V.I.N. Station		0800 hours to 1600 hours
Special Squad	First Platoon	0800 hours to 1600 hours
	Second Platoon	1600 hours to 2400 hours

Notwithstanding the foregoing, the Chief, the FOP, and the employee involved may agree to change the employee's normal duty hours provided that no employee's tour of duty shall be changed to circumvent overtime except in accordance with Article III, Section 2(f).

Section 2. Off-Duty Definition and Protection

Off duty shall be defined as those hours when each officer is not working an assigned duty shift or city-approved detail.

When an officer is off duty and finds it necessary to uphold the law the employee at that time shall be considered on duty. In such case, if the employee is injured, he will be considered to have been injured while on duty.

Section 3. Holding Over to Another Shift

In the event it becomes necessary to hold over employees from one work shift to the next, for reasons other than satisfying the minimum manning requirements, (except as otherwise noted in Section 8 of Article VI), the assignments needed to be filled shall first be offered to those employees who are working the current shift with the greatest rank seniority. In the event that all the assignments are not filled, then employees who are working the current shift with the least rank seniority shall fill said assignments; however, no employee shall be held over to fill said assignments on consecutive days.

Section 4. Call-Back for Patrolmen

Call back shall be done on a rotating basis. Records for the rotational call back shall be maintained in a separate Patrolman Call Back Overtime Book ("OT Book") and shall be governed by the following rules:

- The officer charged with calling back patrolmen shall call the patrolmen at their official home telephone number as registered with the Pawtucket Police Division.
- When there is "no answer" or a patrolman refuses the call back, it shall be so noted in the OT Book and the patrolman's name shall be placed at the end of the OT Book.
- If an answering machine is reached, it shall be considered a "no answer" and the patrolman's name shall be placed at the end of the OT Book. The officer calling the patrolman, however, shall be required to leave a short message as to the reason for the call and then shall note the fact that an answering machine was reached.
- When a patrolman accepts the call back, it shall be so noted and the patrolman's name shall, be placed at the end of the OT Book.
- When a patrolman is on vacation, he/she shall be eligible to be called back and these rules shall apply.
- The next patrolman due to be called back will always be in the front of the OT Book.
- A patrolman called back to work shall be paid from the time of arrival to the end of that shift.

- In the event that a patrolman does not call off the sick list and both that patrolman and the patrolman called back to work arrive for duty, then the patrolman called back to work will work and be paid for a minimum of four (4) hours.
- If a patrolman is already on duty and is scheduled to be called back because of his position in the OT Book, and in fact is called back to work, then it shall be so noted and the patrolman shall then be placed at the end of the OT Book.
- An entry shall be made each and every time a patrolman is called whether or not the patrolman accepts or refuses the call back. After such entry, the patrolman shall be placed at the end of the OT Book.
- In the event that all assignments are not filled, then patrolmen with the least rank seniority shall be held over to fill said assignments.
- The OT Book shall be made available for inspection by all members of the bargaining unit at anytime.

Section 4.5 Call-Back for Detectives

Before holding over any patrolmen under the provisions of Section 4 of this Article, detectives—who have volunteered to be called back—shall be given an opportunity to work the call back under the same terms and conditions as set forth in Section 4 of this Article and shall be required to wear the uniform of the day. Detectives called back under this Section shall be paid at a detective's call-back rate of pay. A separate Detective Call-Back Overtime Book shall be maintained.

Section 5. Call Back for Supervisors

Call back for Sergeants, Lieutenants and Captains (who for the purposes of this section shall be grouped together) assigned to the Patrol Bureau shall be done on a rotating basis utilizing department seniority. Records for the rotational call back shall be maintained in a separate Supervisors' Call Back Overtime Book and shall be governed by the same rules set forth in Section 4 of this Article.

Sergeants may be called back to serve as a dispatcher under the following terms and conditions: (i) all dispatchers and patrolmen have refused the call back; (ii) the sergeant has the ability to serve as a dispatcher; (iii) the sergeant being called back has no seniority rights on that shift and shall not be deemed to be the OIC even if he has more seniority than the sergeant assigned to the shift.

Section 6. Scheduled Overtime

Certain overtime assignments are reoccurring and/or for scheduled events— e.g: PTE, bike patrols, parades, fireworks, etc.— (hereinafter "scheduled events"). The City shall solicit officers of various ranks to declare a preference for each such scheduled event and each

assignment thereto shall be filled on a rotating basis as far as practicable. If an inadequate number of employees volunteer to work the scheduled event, then the employees with the least rank seniority shall fill said assignment.

Section 7. Substitution

The right to substitute at any time within each bureau and division may be permitted; provided, however, that notice is given to the Platoon Captain or his designee at least twenty-four (24) hours prior to the proposed substitution. In the event that the request is denied, then the Platoon Captain or his designee shall state the specific reasons for said denial in writing at the time said request is denied.

If the substituting employee does not work the scheduled tour of duty, then the employee who was originally scheduled to work shall be charged with a vacation day.

The right to substitute shall also be limited as follows:

- Patrolmen may substitute for Patrolmen.
- Detective Patrolmen may substitute for Detective Patrolmen.
- Sergeants may substitute for Sergeants and/or Lieutenants on any platoon and/or Captains if from the same platoon.
- Lieutenants may substitute for Sergeants and/or Lieutenants on any platoon and/or Captains if from the same platoon.
- Captains may substitute for Sergeants and/or Lieutenants if from the same platoon, and/or Captains, and/or Majors.
- Detective Supervisors may substitute for Detective Supervisors.

Section 8. Minimum Manning

The parties agree that it is in their best interest to have a minimum number of police cars and/or cruisers manned by patrolmen actually covering car posts within the City for each tour of duty. The parties further agree that in order to achieve that goal, it may be necessary to "call back" patrolmen in order to satisfy the minimum levels established herein. In that context, the following is a schedule for the minimum number of patrol cars and/or cruisers required to actually be on the street answering calls during the following time periods:

TIME PERIODS	NUMBER OF PATROL CARS AND/OR CRUISERS
8:00 a.m. to 4:00 p.m.	Seven (7) district cars and two (2) two man cruisers
4:00 p.m. to midnight	Seven (7) district cars and two (2) two man cruisers
12:00 a.m. to 8:00 a.m.	Six (6) district cars and two (2) two man cruisers

Whenever the above-named vehicles are not manned by virtue of lack of manpower on the shift, the City shall be required to call back a sufficient number of patrolmen necessary to man said vehicles. Said manning shall be filled by seniority on a rotating basis. All patrolmen shall be eligible to have their names placed on a "call-in list" for such purpose. Placement on said list shall be on a voluntary basis. All patrolmen who sign up for said list shall be properly attired and physically able to perform such patrol duty as provided in the rules and regulations of the Pawtucket Police Division.

Patrolmen called back to satisfy the minimum manning requirements hereunder shall report to work (a) at the beginning of the tour of duty for which they have been called back (if they have been notified at least 90 minutes prior to the start of said tour); or (b) within 90 minutes of being notified (if they have been notified after the tour of duty has commenced). In the event that a patrolman fails to report for duty within the aforesaid time limits, the City shall be required to call back other officers in accordance with this section.

Patrolmen called back to satisfy the minimum manning requirements hereunder shall be paid at the rate of time and one-half his/her normal rate of pay commencing once they actually report to work.

The City shall be required to start seeking the necessary manpower to satisfy the provisions of this section of the Agreement as soon as it is evident that employees will have to be called back to work because other employees are out of work due to work-related injuries, vacations, and/or illnesses. In the event that employees who have been called back to work have not yet reported to work, in order to satisfy the minimum manning requirements set forth herein, then employees holding the rank of Patrolman shall be held over in accordance with the provisions of Article VI, Section 3 until such time that the employee that has been called back to work actually reports to work.

Patrolmen permanently assigned to the Community Police Unit who are temporarily reassigned to the Patrol Division may be utilized to satisfy the staffing levels required under this Section provided they continue to work a 5 & 2 schedule (Monday-Friday) on the first platoon during school vacations and continue to work a 4 & 2 schedule on the first platoon during the summer school recess.

ARTICLE VII

Section 1. Vacations

All employees who have been continuously in the employ of the City of Pawtucket for at least six (6) months shall be entitled to a vacation of eight (8) working days with pay. All employees of the Pawtucket Police Division who have been in the employ of the City of Pawtucket for at least one (1) year but less than five (5) years shall be entitled to a vacation of eighteen (18) working days. All employees who have been in the employ of the City of Pawtucket for at least five (5) years but less than ten (10) years shall be entitled to an annual vacation of twenty (20) working days. All employees who have been in the employ of the City of Pawtucket for at least ten (10) years but less than fifteen (15) years shall be entitled to an annual vacation of twenty-three (23) working days. All employees who have been in the employ of the City of Pawtucket for fifteen (15) years but less than twenty (20) years shall be entitled to an annual vacation of twenty-six (26) working days. All employees who have been in the employ of the City of Pawtucket for twenty (20) years or more shall be entitled, to an annual vacation of twenty-nine (29) working days.

For the purpose of determining date of employment with the City, the beginning date shall be the first date on which said employee began his present term of employment with the Police Division of the City of Pawtucket.

Vacation time may be accumulated to a maximum of thirty-eight (38) working days. The date for computing an employee's accumulated vacation leave will be June 30 of the contract year. On that date, the City will determine the total number of vacation days each employee is entitled to. Any days in excess of thirty-eight (38) will be lost to the employee.

The vacation entitlement for each employee will be credited to him on July 1 of the contract year.

As to new employees hired after July 1 in any contract year and prior to the following January 1, they shall be entitled to a maximum of eight (8) days vacation during the contract year, prorated upon the date of their hire. In illustration of the foregoing, if an employee is hired in July, he would receive 8 days vacation; in August $6 \frac{2}{3}$ days vacation; in September $5 \frac{1}{3}$ days vacation; in October 4 days vacation; in November $2 \frac{2}{3}$ days vacation and in

December 1 1/3 days vacation. An employee hired after January 1, would receive no vacation that contract year.

Section 1.5 Payment for Vacation Days

The City agrees that upon retirement of any employee covered by this Agreement, it will pay to that employee any and all unused vacation days which the employee has accumulated up to thirty-eight (38) days and earned up to twenty-nine (29) days under the terms of Section 1 of Article VII to a maximum of sixty-seven (67) days. Payment for said earned and accumulated days shall be on the basis of the employee's daily rate of pay at the time of his retirement.

Section 2. Seniority

Vacations shall be granted within each bureau/platoon/division/section according to rank seniority.

Section 3. Paid Holidays

The following holidays shall be paid holidays for all members of the Pawtucket Police Division:

- | | |
|-----------------------------------|------------------|
| Fourth of July | Christmas Day |
| Third Monday in August (V.J. Day) | New Year's Day |
| Martin Luther King's Birthday | Labor Day |
| Washington's Birthday | Columbus Day |
| R.I. Independence Day | Armistice Day |
| Police Memorial Sunday | Memorial Day |
| (2 nd Sunday in May) | Thanksgiving Day |
| Easter Sunday | Good Friday |

An employee who is suspended without pay on one of the aforementioned paid holidays shall not be eligible for holiday pay on that particular holiday. The City agrees, however, that in suspending an employee it will not intentionally time the suspension so that it will coincide with a holiday, thus depriving the employee from the holiday pay.

Holiday pay shall be eight (8) hours pay of the employee's thirty-seven and one-half (37 ½) hour salary and shall be paid to each employee over and above his weekly salary, whether he works the holiday or not.

The aforementioned holiday pay shall be paid to the employee in two (2) subsequent payments, on the first Friday in June and the first Friday in December.

Section 4. Personal Days

Employees shall be entitled to personal days in accordance with the following schedule. An employee must give seven (7) days notice for his request for the personal day and no more than two (2) employees may be on personal day on the same shift at any time.

<u>Years of Service</u>	<u>Number of Personal Days</u>
1-9 Years	2 Days
10-19 Years	3 Days
20 & Over	4 Days

Section 5. Vacation Selection

Vacations shall be selected each February. Each employee within each bureau or division shall be permitted a selection. After each employee within the respective bureau or division has made that selection, then a second selection shall be made. "Selection" for the purposes of this section means a continuous period of time ranging from one day up to the maximum number of days the employee is entitled to take as vacation.

After vacations are selected in the above-stated manner, the balance of an employee's vacation shall be selected on a first requested basis. However, with respect to this portion of the employee's vacation entitlement, an employee may not request such vacation time more than ninety-five (95) days in advance, and the request must be in writing or electronically mailed and dated. Vacations under this selection process shall be awarded ninety (90) days before the day(s) requested in accordance with seniority.

In order to afford employees in the Patrol Division an opportunity to have a summer vacation, any and all requests for vacation time during the months of June, July, August and September shall be granted unless three (3) non-supervisory employees are either on vacation or a personal day off; however, employees assigned to the Community Police Unit who are temporarily reassigned to the Patrol Division during school vacations or summer recesses shall not be counted towards the three (3) non-supervisory employees.

ARTICLE VIII

Section 1. Clothing Allowance

The clothing allowance for all employees shall be Eight Hundred (\$800.00) Dollars. This sum shall be paid within thirty (30) days of July 1, in each year. However, should the City of Pawtucket change any of the present uniforms, the City shall provide the initial cost of such uniforms for all employees. The City shall replace and repair authorized clothing and equipment including any personal corrective devices (i.e. eyeglasses, contact lenses and hearing aids) when the same shall be destroyed or damaged in the course of said employee's duties. The City shall also reimburse, up to \$200.00 per item, any other personal property normally worn by employees in their regular duties when the same shall be destroyed or damaged in the course of said employee's duties.

An employee's clothing allowance shall be deemed payable for the previous fiscal year's (or portion thereof) expense. Therefore, employees hired after July 1st in any fiscal year shall be paid their pro rata share of the clothing allowance the immediate following July. Similarly, employees retiring after July 1st in any fiscal year shall only be paid their pro rata share of the clothing allowance at the time of their retirement.

The clothing allowance shall not be paid to employees who are on total permanent disability retirement due to illness or disability. In addition, employees who are out for a period of eighteen (18) months or more due to illness or injury whether incurred on the job, or off the job, shall not receive the above-stated payment.

In addition to the foregoing, each time an employee is promoted to another rank, said employee shall receive a one-time payment of Five Hundred and 00/100 (\$500.00) Dollars as clothing allowance and payment for same shall be made within ten (10) days of the promotion.

Section 2. Cleaning Allowance

All employees shall be paid Six Hundred and Seventy-Five (\$675.00) Dollars cleaning allowance. Said cleaning allowance is to be paid within thirty (30) days of July 1, in each year. This allowance shall not be paid to employees who are on total permanent disability due to illness or disability. In addition, employees who are out for a period of eighteen (18) months or more due to illness or injury whether incurred on the job, or off the job, shall not receive the above-stated payments.

An employee's cleaning allowance shall be deemed payable for the previous fiscal year's (or portion thereof) expense. Therefore, employees hired after July 1st in any fiscal year shall be paid their pro rata share of the cleaning allowance the immediate following July. Similarly, employees retiring after July 1st in any fiscal year shall only be paid their pro rata share of the cleaning allowance at the time of their retirement.

Section 3. Required Clothing and Equipment

All new police officers shall be issued the following clothing and equipment:

<u>ITEMS</u>	<u>NUMBER</u>
Hat (winter)	1
Hat (summer)	1
Black Tie	1
Shirts (winter grays with patch)	1
Shirts (winter blues with patch)	3
Shirts (summer blues with patch)	4
Trousers	4
Black Leather Shoes	2
Black Leather Police Jacket (w/metal patch) or Blue Goretex Jacket	1
Blue Police Blouse (with patch)	1
Blue Goretex Spring Jacket (with patch)	1
Winter Jumpsuit (with embroidery and patch)	1
Lime Green Rain Coat and Rain Cover for hat	1
Handcuffs and Black Leather Case	1
Sam Brown Belt w/Brass Buckle	1
Garrison Belt w/Brass Buckle	1
Leather Magazine Holder (2 clips)	1
ASP	1
ASP Holder	1
Whistle	1
Rules and Regulations (with updates)	1
Hat Badge	1
Breast Badge	1
Pistol-.40 caliber w/3 magazines; and ammunition for same	1
Badge and Identification card	1
Security Holster	1
Rechargeable Flashlight	1

Those employees assigned to non-uniformed bureaus shall not be required to maintain the above-listed items of clothing worn by the employees assigned to the uniform division; however, an employee who is assigned a detail is required to wear the proper uniform as designated by the Chief of Police and all employees must maintain one (1) complete set of Dress Blues for special events. Employees assigned to non-uniformed bureaus who do not maintain a uniform because they choose not to work details or uniform callback shall nevertheless be required to maintain a "Police" jacket at their own expense. The Chief shall designate the type of jacket which shall be similar to the jackets worn by the Special Squad.

Employees who resign, retire, are placed on a total and permanent disability or are terminated shall be required to return all equipment issued to them and all clothing in their possession.

Section 4. Bulletproof Vest

An employee who elects to purchase a bulletproof vest shall be reimbursed (as limited below) by the City within 30 days from the date the employee submits the proof of purchase to the City. Vests shall be individually selected by each employee, but the amount of the City's reimbursement shall not be more than \$1,200.

An employee shall be entitled to a vest reimbursement once the employee's vest has reached its maximum life as suggested by the manufacturer, or if the employee's vest is no longer effective because of job related damages.

A vest for which an employee has received reimbursement by the City under the provisions of this section of the Agreement (hereinafter referred to as "the vest") shall be considered issued equipment. Any employee who is reimbursed for the vest under this provision shall be required to wear the vest at all times while on duty, and shall be subject to disciplinary action in the event of his failure to do so at any time.

ARTICLE IX

Section 1. Health Insurance Benefits-Active Members

The City of Pawtucket agrees to assume the full cost of family coverage with the benefits as set forth in Schedule A (with changes such as specialist's visits to \$25 commencing on July 1, 2010 and Emergency Room visits to \$100 commencing on July 1, 2009) which is attached hereto and made a part hereof, as well as with the following options:

(1) Prescription Drugs: \$7 generic; \$15 non-generic (brand); \$40 non-generic, non-formulary. However, if the other three unions (fire, Local 1012 and Local 3960) enter contracts with the City whereby the members of those unions are required to co-pay for their prescription drugs in the amounts of \$7/\$25/\$40, then the employees covered under this Agreement shall pay \$7/\$25/\$40 as a co-payment for their prescription drugs.

(2) \$1,000 OOP per year per family for out-of-network services.

The City of Pawtucket hereby agrees to assume the full cost of family dental coverage as set forth in Schedule A.

In the case of an unmarried employee, individual coverage for all of the foregoing is to be furnished.

All employees, by way of a weekly payroll deduction, shall contribute the following amounts for the cost of providing the foregoing benefits, or any alternative less expensive benefit offered by the City.

7/1/09 - 6/30/10	-	\$14.42 individual (\$750 annually) \$28.85 family (\$1,500 annually)
7/1/10 - 6/30/11	-	\$15.38 individual (\$800 annually) \$30.77 family (\$1,600 annually)
7/1/11 - 6/30/12	-	\$16.35 individual (\$850 annually) \$32.69 family (\$1,700 annually)

Section 2. Health Insurance Benefits - Deceased Employee's Family

The City shall pay the full cost of family coverage for the benefits contained in Section 1 hereof, for the surviving spouse and dependent children of a deceased employee of the Pawtucket Police Division whose death occurs as a result of the performance of duties whether

said duties are performed on a regular tour of duty or while in the actual performance of police duties on or off-duty status.

Should any surviving spouse or dependent child, either through, remarriage, employment or other circumstances, be eligible to receive or is receiving comparable coverage that is equal to or better (as agreed upon by the City-i.e. the Mayor-and the FOP's Executive Board), than the current coverage that they are entitled to, then the City shall not be required to pay the coverage for the surviving spouse or dependent child as the case may be. In the event such comparable coverage is no longer in effect, the City will reinstitute the coverage hereinbefore provided.

The coverages hereinbefore provided shall remain in full force and effect for the life of the employee's spouse and up to age twenty-three (23) for the employee's dependents.

Section 3. Health Insurance Benefits - Retirees

The City shall pay the full cost of family coverage of the medical benefits as set forth in Section 1 hereof for all employees and their families, who retire on and after twenty (20) years of service in the Pawtucket Police Division. Retired employees who were sworn in prior to April 28, 1994 shall not be required to make any contributions towards the cost of their medical benefits. Retired employees who were sworn in after April 28, 1994 shall be required to contribute the dollar amount set forth in Section 1 that was in effect on the date of their retirement.

If the retired employee or the employee's spouse is working and is eligible to receive or is receiving comparable coverage that is equal to or better (as agreed upon by the City-i.e. the Mayor-and the FOP's Executive Board), than the coverage that they are entitled to, then the City shall not be required to pay the coverage set forth herein. In the event such comparable coverage is no longer in effect, the City will reinstitute the coverage hereinbefore provided.

Notwithstanding the foregoing, employees sworn in after April 28, 1994 shall receive such benefits on the same basis they had received them under Section 1 of this Article only until they attain the age of 65 years at which time the City shall provide, at its sole expense with no contribution from the retiree, a medicare supplemental coverage (individual coverage only).

Section 4. Health Insurance Benefits - Disabled Retirees

The City shall pay the full cost of family coverage of the medical benefits as set forth in Section 1 hereof for all employees and their families, who must retire because of a service connected disability.

If the retired employee or the employee's spouse is working and is eligible to receive or is receiving comparable coverage that is equal to or better (as agreed upon by the City-i.e. the Mayor-and the FOP's Executive Board), than the current coverage that they are entitled to, then the City shall not be required to pay the coverage set forth herein. In the event such comparable coverage is no longer in effect, the City will reinstitute the coverage hereinbefore provided.

Section 5. Health Insurance Benefits Waiver of Coverage

Employees may elect to waive the health insurance benefits provided under Article IX. Employees who make such an election in writing shall receive a cash payment from the City in lieu of the coverage. Said cash payment shall be made by the City to the employee on the last pay day of November of each year in accordance with the following schedule:

<u>Coverage Waived</u>	<u>Amount to be Paid</u>
Individual Medical	\$1,000.00
Individual Delta Dental	100.00
Family Medical	3,000.00
Family Dental	300.00

ARTICLE X

Section 1. Sick Leave

Sick leave with pay shall be granted to all employees at a rate of one and two-thirds (1 2/3) working days for each full calendar month of service; provided, however, that the Director of Public Safety may grant additional sick leave to an employee for good cause shown. Any employee who during the fiscal year uses less than three (3) sick days shall be granted additional personal days in the following fiscal year in accordance with the following schedule:

<u>Sick Days Used</u>	<u>Additional Personal Days</u>
0	4
1	3
2	2
3	1

Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury or exposure to contagious disease. A physician's certificate for sick leave with pay covering an absence of more than three (3) consecutive working days is required.

Attendance upon a member of the family within the household of an employee whose illness requires the care of said employee shall be considered as sick leave also, provided, however that not more than eight (8) working days with pay shall be granted for this purpose.

Employees shall be on the sick list for the entire calendar day and shall be required to call off the sick list within one (1) hour prior to the start of their shift or on the next calendar day, as applicable.

No one from the Police Division shall contact any employee between the hours of midnight and 6:00 a.m. for information regarding that employee's absence due to sickness.

Section 2. Funeral Leave

In case of death of a mother, father, wife, husband, child, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother or stepsister, each employee covered by this Agreement shall be entitled to a leave of absence with pay from the time of notification of death to and including

the day following the burial of the deceased. Where unusual travel conditions exist, such period may be extended at the discretion of the employee's department head.

In the case of employee's espousing faiths which have varying and different death customs, leave shall be provided to such employee in accordance with the custom of his particular faith. In the case of death of relatives other than as provided above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the employee's department head.

Section 3. Unexpended Sick Leave

Employees of the Police Division who shall retire or die having to their credit unexpended sick leave shall be entitled to have paid to them or their designated beneficiary a lump sum payment equivalent to fifty (50%) percent of their accumulated unused sick leave, such accumulation shall not exceed two hundred (200) days. Said payment shall be determined at the time of the employee's retirement or death by multiplying one-half of the number of accumulated days of unused sick leave by their then current daily rate of pay based on a thirty-seven and one-half (37 ½) hour work week. Each employee is required to furnish on a form provided by the Personnel Office the name or names of designated beneficiaries of the death benefit.

Section 4. Donation of Sick Time

An employee may elect with the approval of the Chief of Police to donate any accumulated sick leave time to another eligible employee within the Police Division. Any sick time donated by an employee shall be paid at the receiving employee's rate of pay.

In order to be eligible to receive a donation of accumulated time, the employee receiving the donation (a) must be suffering from a non-IOD related illness or injury; and (b) must have first exhausted all of his/her sick leave.

ARTICLE XI

RESERVED

ARTICLE XII

Section 1. Injuries

An employee who is injured in the line of duty or while performing any duty which if performed while on duty would have been considered a part of his employment, shall receive full salary while his incapacity exists or until he is placed on disability retirement. No federal or state income taxes shall be withheld during the period of incapacitation. In addition, all medical expenses (subject to the provisions of Section 2 (b) below) in connection with such injury shall be paid for by the City.

No one from the Police Division shall contact any employee between the hours of midnight and 6:00 a.m. for information regarding that employee's absence due to a work-related injury.

For the purposes of this Agreement the term "injured in the line of duty" shall also include any illness contracted in the line of duty including any heart conditions. Similarly the word "injury" shall also include any illness including any heart condition.

For the purpose of this Agreement any employee of the Police Division who is totally disabled and unable to perform his/her duties because of a heart condition shall be conclusively presumed to have developed such disability as the result of the job-related activity.

The City agrees that an employee will be considered as injured in the line of duty if such injury occurs at any time while such employee is actually performing police work even though said member may not actually be on his regular tour of duty. The City may have the Police Division physician examine the employee to determine the extent of the employee's injury or whether it occurred in the line of duty. If the opinion of the employee's private physician is in conflict with that of the Police Division physician as to the extent of the employee's injury or whether it occurred in the line of duty, then the Medical Arbitration provisions set forth in Section 5 of this Article shall govern.

Section 2. Medical Care

Medical care for those injured in the line of duty shall be as follows:

(a) Those members injured in the line of duty whose condition requires treatment or hospitalization shall utilize the medical benefits of the plan they have selected.

(b) The City will be responsible for all medical expenses enumerated in §45-19-1 of the Rhode Island General Laws but only to the extent that said medical expenses are in excess of the coverage provided.

(c) When an employee has suffered a minor injury in the line of duty, which does not require the care of a physician, a report of the injury and treatment shall be made to the Chief of Police in accordance with the rules and regulations; provided however that the failure to so report will not per se bar an employee of the benefits provided herein.

(d) In the event that the Police Division physician advises the Chief in writing that in his opinion an employee who is being carried IOD is able to return to work, then said employee shall be entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days). If the opinion of the employee's private physician is in conflict with that of the Police Division physician as to whether or not the employee is able to return to work, then the Medical Arbitration provisions set forth in Section 5 of this Article shall govern. The employee shall continue to be carried in an IOD status until such time as the Chief receives a written report from the Medical Arbitration Physician indicating that the employee is capable of returning to work. Except in the case of an emergency, (in which case the employee shall notify his commanding officer prior to the scheduled appointment) if the employee should fail to attend the scheduled appointment at the Medical Arbitration Physician, the employee shall be removed from IOD status and shall not be entitled to any salary until such time that the employee is examined at the Medical Arbitration Physician.

(e) When an employee has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, the employee shall provide a certificate from his private physician indicating that the employee is suffering from a recurrence of a previous in the line-of-duty injury and the employee shall be carried injured on duty from the date of the recurrence and then be examined by the Police Division physician. If the Police Division physician finds that the present condition is not related to the previous injury, the employee shall then be entitled to be examined by a physician who attended him for the original injury or such other physician as the employee so chooses. If the opinion of the employee's private physician is in conflict with that of the Police Division physician as to whether or not the employee's condition is a recurrence of the previous injury in the line of duty, then the Medical Arbitration provisions set forth in Section 5 of this Article shall govern. If it

should finally be determined that the injury is a recurrence of a previous injury in the line of duty, the City shall be responsible for payment of employee's medical expenses.

Section 3. Light Duty Status

An injured employee, or an employee who is partially disabled in any circumstance where he is not confined to his home and where he is determined capable of performing light duty assignments, shall be required to work light duty status, provided the following holds true:

(a) Capability to perform light duty shall be determined by the member's physician alone, or at the City's election, the member's physician and the City physician. If they fail to agree, then the Medical Arbitration provisions set forth in Section 5 of this Article shall govern.

(b) Light duty assignments will be defined as clerical work, front office work, or the Control Center. Cell Block shall not be a light duty assignment.

(c) No employee shall be required to leave the station while on light duty.

(d) Prior to reporting to light duty, the employee must be informed of the type of work he must do and the shift to which assigned. This must be done before the examination of the impartial physician referred to in subparagraph (a) above. This will aid the doctors in determining if light duty is possible.

(e) The employee must be granted time off for doctor's visits or therapy.

(f) Light duty assignments shall in no way further impair or add to the employee's injury.

(g) It is not the intent of this section to in any way circumvent the terms of R.I. Law 45-19-1 as amended, 1956.

(h) Employees assigned to light duty assignments shall work said assignments on their regular shift (i.e. the shift they were assigned to at the time of their injury) unless the employee agrees otherwise.

(i) Effective February 23, 2001, an employee shall not be assigned to light duty for a period of longer than eighteen (18) months commencing on the date of his/her assignment to light duty.

(j) Employees ordered back to work light duty must be given at least 24 hours' notice.

(k) Any employee on light-duty status may elect to work overtime in light-duty assignments as defined in (b) above.

Section 4. Subrogation

The City of Pawtucket shall be subrogated against any third party for any and all benefits paid to or on behalf of any member of the bargaining unit, if said bargaining unit member receives payment from said third party. The attorney for the member of the bargaining unit shall be entitled to a reasonable fee for collecting said monies from said third party.

Section 5. Medical Arbitration

If the opinion of the employee's private physician is in conflict with that of the Police Division physician with respect to the matters set forth in Section 1, paragraph 4 (extent of injury or if in the line of duty); Section 2(d) (able to return to work); Section 2(e) (recurrence of previous injury); and/or Section 3(a) (capable of performing light duty) of this Article, then the employee shall be required to be examined by a medical arbitrator physician ("MAP") whose decision on the issue shall be conclusive on the parties. The following shall be the procedure to select the MAP:

- The MAP shall be mutually agreed upon by the employee's physician and the Police Division physician.
- In the event that the employee's physician and the Police Division physician are unable to agree to a MAP, then the FOP shall name two physicians and the City shall name two physicians and one name shall be chosen by a lottery method.

Any MAP chosen through the above process shall be a physician who specializes in the area of the employee's complaint or injury. However, no MAP shall be a physician (or affiliated with a physician) who has previously treated or examined the employee (as either a treating physician or a Police Division physician) for the complaint or injury for which the member is seeking treatment under this Article.

The MAP shall examine the employee and shall render a written opinion with respect to which of the above questions are in dispute between the employee's physician and the Police Division physician, which report shall be delivered to the Chief and to the employee.

The cost of any MAP examination shall be paid for by the City.

Neither the City nor any of its representatives, nor the FOP nor any of its representatives, shall communicate *ex parte* with any MAP regarding the employee's physical condition, the type or length of treatment to be provided/received, the employee's capability of returning to work, and/or any other aspects of the employee's IOD status. If the City or any of its representatives communicates *ex parte* with any MAP, then the opinion of the employee's treating physician shall be binding. Notwithstanding the foregoing, however, a designated representative of the City and a designated representative of the FOP may jointly contact any MAP in order to address any questions or issues concerning the employee's physical condition, the type or length of treatment to be provided/received, the employee's capability of returning to work, and/or any other aspect of the employee's IOD status.

ARTICLE XIII

Section 1. Rules and Regulations

The City of Pawtucket agrees to furnish each member of the Police Division with a complete set of Rules and Regulations governing the Police Division including all General Orders and/or Memoranda purporting to amend said Rules and Regulations.

ARTICLE XIV

Section 1. Salaries

Salaries for employees in the Pawtucket Police Division governed by this Agreement shall be as follows:

<u>EFFECTIVE</u>	<u>7/1/09</u> 0%	<u>7/1/10</u> 3%	<u>7/1/11</u> 3%
Patrolman (Upon Appointment)	856.64	882.34	908.81
Patrolman (After 6 Months)	1004.50	1034.64	1065.67
Detective	1032.23	1063.20	1095.09
Sergeant	1115.41	1148.87	1183.34
Detective Sergeant	1143.13	1177.42	1212.75
Lieutenant	1226.31	1263.10	1300.99
Detective Lieutenant	1254.03	1291.65	1330.40
Captain	1337.21	1377.33	1418.65
Detective Captain	1364.94	1405.89	1448.06
Major	1448.12	1491.56	1536.31

Year end W-2s for each employee shall be placed in a sealed envelope.

Employees holding the rank of "Detective" by virtue of their assignment to the Special Squad, Identification Bureau, or Internal Affairs Bureau shall receive the same wages and benefits as Detectives who took the promotional examination or who prior to the examination process became Detectives by virtue of their seniority or assignment.

Employees assigned to the second shift shall receive as salary an additional \$10 per week (\$12 per week commencing on July 1, 2010) over and above the specified rate which shall be included as part of the employee's base pay. Employees assigned to the third shift shall receive as salary an additional \$20 per week (\$24 per week commencing on July 1, 2010) over and above the specified rate which shall be included as part of the employee's base pay.

Section 2. Overtime Pay

Any work performed in excess of thirty-seven and one-half (37 ½) hours per week or eight (8) hours in any one day, shall be paid at the rate of time and one-half of the employee's hourly rate. This provision shall not apply to those holding the rank of Sergeant and above. In lieu of overtime pay, and call back pay for completion of tour related matters (e.g. completion of reports), those holding the rank of Sergeant and above shall be paid an additional 3% of the amount set forth above as part of their basic weekly salary.

Notwithstanding the preceding sentence, however, those holding the rank of Sergeant and above shall be entitled to court time pay as set forth in Section 4 of this Article.

In lieu of overtime pay, and only with the approval of the Chief, the City and an employee may agree that the employee shall receive compensatory time ("comp time") at the rate of two (2) hours for every one (1) hour worked. Employees' accumulated comp time shall be recorded on employees' weekly payroll checks and updated on a monthly basis. Requests for comp time shall be granted provided there is sufficient manpower to satisfy the minimum manning requirements of Article VI, Section 8. An employee who has accrued comp time authorized pursuant to this Section shall, upon termination of employment, be paid for the unused comp time at a rate of compensation that is seventy-five percent (75 %) of the employees' final hourly rate.

No employee's tour of duty shall be changed to circumvent overtime except in accordance with Article III, Section 2(f) and Article XIV, Section 7.

Section 3. Call Back Pay

All members of the Pawtucket Police Division who are covered by this Agreement who are called back to duty after being discharged from duty, shall be paid a minimum of four (4) hours' pay at the rate of time and one-half the employee's hourly rate. If said employee works over the four (4) hours, he will be paid hour for hour at time and one-half. If said employee works over thirty (30) minutes past the hour, he will be paid for the full hour.

Section 4. Court Time Pay

All employees of the Pawtucket Police Division who are covered by this Agreement who are called back to appear for any court hearing or training shall be paid a minimum of four (4) hours' pay at the rate of time and one-half the employee's hourly rate. If the said employee works over the four (4) hours, he will be paid hour for hour at time and one-half. If said employee works over ten (10) minutes past the hour, he will be paid for one-half (½) hour. If he works over one-half (½) hour past the hour, he will be paid for the full hour.

Section 5. Longevity Pay

Employees shall be entitled to longevity payments after they have served as a member of the Police Division for a period of four (4) years, inclusive of his year of probation. Payment for longevity shall be in accordance with the schedule hereinafter set forth and will be added to the employee's annual salary for retirement pension purposes only. Any employee entitled to longevity payments shall be paid the same in one (1) lump sum within thirty (30)

days after the member's anniversary date of employment with the Pawtucket Police Division in each year.

LONGEVITY SCHEDULE

0-4 Years	0%
Commencing in the 5th Year - 9 Years	7.5%
Commencing in the 10th Year - 14 Years	8.5%
Commencing in the 15th Year - 19 Years	9.75%
Commencing in the 20th Year - Retirement	10.75%

Section 6. K-9 Stipend and Overtime

Employees assigned to the K-9 Unit shall receive \$200.00 per month as a stipend which is intended to compensate the employees for their off-duty care of their dogs. Said amount is not intended to cover the employees' out-of-pocket expenses for the care and maintenance of the dogs. These out-of-pocket expenses shall be paid by the City.

If necessary, employees will receive four hours of overtime each month for K-9 training. However, the Chief or his designee may authorize more training.

If employees are called back to work, they shall receive overtime for all callback.

Section 7. Training Pay

The Chief may change an employee's tour of duty by adding two (2) hours at the beginning of, or at the end of an employee's normal shift for the purpose of scheduling departmental training provided the employee is given seven (7) day's notice in advance of said training. Employees shall be compensated at their overtime rate of pay on an hour for hour basis for such departmental training.

ARTICLE XV

Section 1. Detail Pay

Except as noted in Article XV, Section 4, an employee who works a detail shall be paid at the rate of time and one-half a non-probationary patrolman's regular rate of pay as of July 1 of the current contract year and shall be guaranteed a minimum of four (4) hours pay at said rate. Details in excess of eight (8) hours shall be paid at the rate of two times a non-probationary patrolman's regular rate of pay for any time in excess of eight (8) hours worked, provided the detail has not been split with another officer. Details worked for the City in excess of eight (8) hours shall not be paid at double time.

In determining hours worked, any period of time worked in excess of fifteen (15) minutes, shall be considered as one (1) full hour.

Section 2. Detail Manpower

In those details requiring three (3) or more employees, there shall be at least one supervisor assigned to the detail. In such case, that supervisor shall be paid at time and one-half a sergeant's regular rate of pay.

Unless otherwise agreed upon between the Union and the City, there shall be a minimum of one (1) employee for every seven hundred and fifty (750) persons in attendance or at the detail.

Section 3. Assignments, List, and Proper Uniform

Details are to be assigned only to employees as defined herein and subject to the following conditions:

- All details shall first be approved and authorized by the Chief of Police or his designee before any assignments are made.
- Any employee assigned to a detail shall be required to wear the proper uniform as designated by the Chief of Police or an optional uniform agreed to by the Chief and the FOP president.
- Road details after sunset shall require the use of a marked police vehicle.
- All employees assigned to a detail shall be subject to all rules, regulations, policies, orders, instructions, and memoranda of the Police Division.
- The City agrees to strictly enforce all ordinances dealing with the control of traffic during construction including but not limited to Chapter 1787 of the Ordinances of the City of Pawtucket.

- All requests for details must be made through the Police Division. Employees shall not be permitted to accept details unless the request has been made through the Police Division. All detail assignments shall be made by the "Detail Officer" designated by the Chief of Police. Details shall be assigned on a rotating basis as far as practicable. The Detail Officer shall have control of the detail list and the responsibility of ensuring the proper operation of all details. At the start of each week the Detail Officer shall submit to the Chief of Police a list of all details and the names of all members who are assigned to each detail. The authorized detail list shall also be posted once a week for details granted the previous week.

- It shall be the Detail Officer's responsibility to maintain a Detail Book which shall include the following information for each detail: date; location of detail; scheduled hours of detail; officer assigned to the detail; officer actually working the detail; signature of officer who actually works the detail. Each employee assigned a detail shall be required to report to the police station prior to the assignment to complete the pertinent information in the Detail Book. At that time the employee shall present himself to the platoon commander who shall confirm the accuracy of the information in the Detail Book and also the fact that the employee is properly attired for the detail.

- Once an employee is assigned to and accepts a detail, he or she must work said detail, unless he or she obtains a replacement who will work the detail assignment. Any employee accepting a detail assignment who cannot obtain a replacement is responsible and must work that detail.

- Employees shall not be eligible for assignment to details while on injured-on-duty or light-duty status, while on suspension from the police department or while on suspension from the detail list.

Section 4. Payment for Details

Unless the person or entity pays the employee directly at the time services are rendered, the City shall be responsible for the collection and payment of detail pay. The City may charge the vendor up to five (5%) percent over and above the detail pay established under this Article as an administrative charge. Payment to the employee who worked the detail shall be included in the employee's next regular payroll check.

Section 5. Special Holiday Detail Pay

Details on the following holidays and holiday eves shall be compensated at the rate of two times a non-probationary patrolman's regular rate of pay as of July 1 of the current contract year. If a supervisor is required to work one of these details pursuant to Article XV, Section 2, the supervisor shall be compensated at the rate of two times a sergeant's regular rate of pay. The holiday eves as set forth herein shall commence at 6:00 p.m.

New Year's Eve
New Year's Day
Holy Saturday
Easter Sunday

Fourth of July
Thanksgiving
Christmas Eve
Christmas

Notwithstanding the foregoing, City paid details (e.g. PARE program) on holidays and holiday eves shall be compensated at the regular rate for detail pay.

Section 6. Injuries on Details

Any employee who is injured on a City-approved detail, shall be entitled to the same rights, privileges and benefits as if he were injured while performing his duties for the City of Pawtucket and shall be subject to all rules, regulations, policies, general orders, instructions, and memoranda of the Pawtucket Police Division.

Section 7. Liquor Establishment Details

Employees shall only work City approved liquor establishment details. Said details shall be worked in the uniform of the day as directed by the Chief of Police.

Section 8. Removal of Name from Detail List

Any member of the bargaining unit shall have the right to withdraw his/her name from the detail list at any time, but once withdrawn, an individual must wait a period of thirty (30) days before being placed back on the detail list.

No member's name shall be deleted from the detail list without his/her consent, unless the member has committed one of the following infractions, for which the penalties set forth below will be imposed:

<u>OFFENSE</u>	<u>PENALTY</u>
A. Failure to Appear at Detail Without Prior Notification to the Department	First violation within a calendar year— 2 week's suspension from detail list. Second violation within a calendar year— 1 month suspension from detail list. Third violation within a calendar year— 6 months' suspension from detail list.
B. Tardiness (Over 15 Minutes)	First violation within a calendar year— written warning. Second violation within a calendar year—2 week's suspension from detail list. Third violation within a calendar year—3 months' suspension from detail list.

C.	Failure to Sign Detail Book	Same as "A".
D.	Leaving Detail Early Without Obtaining Permission	Same as "B".
E.	Taking an Extended Lunch Break	Same as "B".
F.	Assigning Detail to Another employee Without Permission of Detail Officer	Same as "B".
G.	Violation of Departmental Regulation While on Detail	Same as "A".
H.	Accepting a Detail While Suspended from the Detail List; or Performing an Unauthorized Detail; or Providing False Information in the Detail Book	First violation-4 weeks suspension from detail list. Second violation-4 months suspension from detail list. Third violation-permanent removal from detail list.

The above-described penalties are intended as a control factor for the detail list. In that context, any of the offenses and penalties described above shall not be considered disciplinary action as covered under the Law Enforcement Officers' Bill of Rights nor shall said offenses and penalties appear in any personnel files of the employee. In the event there is a violation of a departmental regulation while on a detail, the employee shall not be subject to both (1) the imposition of the penalties set forth above and (2) the punishment or penalties that the Chief may attempt to impose by bringing departmental charges. The Chief shall decide the manner in which he feels the employee shall be punished or penalized. If the Chief decides to punish/penalize the employee under the provisions of this section of the Agreement for a violation of a departmental regulation while on a detail (as set forth above), then said punishment is subject to the grievance procedure. If the Chief decides to recommend punishment under the Bill of Rights for a violation of a departmental regulation, then the employee shall be entitled to a hearing under the Bill of Rights.

Any "B" type violations, shall be cumulative for future "B" type violations. Any "A" type violations shall be cumulative for future "A and B" type violations. "B" type violations shall not be cumulative for "A" type violations.

ARTICLE XVI

Section 1. Grievance Defined

A grievance shall mean a complaint by an employee or a complaint by Pawtucket Lodge No. 4 that:

A. An employee has been treated unfairly in connection with any violation of this Agreement;

B. There has been a violation, misinterpretation, or a misapplication of the provisions of this Agreement or violation of any established policy or practice; or

C. An employee's health, safety or liability is jeopardized by a condition which is possible to correct.

In addition to the foregoing, employees covered by this Agreement shall have the right to grieve any disciplinary action whether it involves the Policemen's Bill of Rights or not. The failure to grieve any such disciplinary action will not be considered as establishing past practice.

Section 2. Grievance Procedure

Alleged grievances of employees of the Pawtucket Police Division in respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement and which arise under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following procedure:

A. An employee having a grievance shall, in writing, bring the grievance to the attention of the Grievance Committee of Pawtucket Lodge No. 4 within ten (10) days from the date of the event giving rise to the grievance or the grievant's knowledge thereof. If, in the judgment of the Committee, the nature of the grievance justifies further action, it shall, through the President of Pawtucket Lodge No. 4 or his designee, file the grievance in writing with the Chief of the Pawtucket Police Division or his designee.

B. The Chief of Police or his designee shall meet with the President of Pawtucket Lodge No. 4 or his designee within three (3) working days of the receipt of a request from said officer or Pawtucket Lodge No. 4 which must be made at time of filing unless otherwise mutually agreed. If either party feels it is necessary, the employee or employees involved in the grievance shall be ordered to appear before the Chief of the Division or his designee and

the President of Pawtucket Lodge No. 4 or his designee for the purposes of testifying on the grievance. Within five (5) days (unless otherwise agreed) of the first meeting between the Chief of the Division or his designee and the President of Pawtucket Lodge No. 4 or his designee, the Chief shall render his decision, in writing, a copy of the same to be delivered to the President of Lodge No. 4 or his designee.

C. If the decision of the Chief of Police or his designee is not acceptable to Pawtucket Lodge No. 4, then the Director of Public Safety or his designee shall meet with the President of Lodge No. 4 or his designee within three (3) 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 Director of Public Safety or his designee and the President of Pawtucket Lodge No. 4 or his designee, the Director of Public Safety shall render his decision, in writing, a copy of the same to be delivered to the President of Lodge No. 4 or his designee.

D. If the decision of the Director of Public Safety is not acceptable to Pawtucket Lodge No. 4, said lodge 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. Unless the parties agree otherwise, reasonable attorney's fees of both parties and all AAA expenses including the neutral arbitrator's fees, shall be paid by the non-prevailing party. In arriving at the reasonable attorney's fees, the arbitrator will decide the hourly rate and the number of hours to be charged against the non-prevailing party. In arriving at said hourly rate, the arbitrator may draw upon and consider all sources provided by the parties which may include the hourly rate calculated from the gross salaries of attorneys employed by the City Solicitor's Office, as well as the hourly rate charged by the FOP attorney and/or the hourly rate charged by outside counsel in the event such are employed by the City.

E. The decision handed down by this arbitrator shall be submitted to the Director of Public Safety and the Chief of Police and shall be binding in nature in all matters.

Section 3. Grievances Filed by Pawtucket Lodge No. 4

In addition to the foregoing grievance procedure, Pawtucket Lodge No. 4 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, steps B, C and D above.

Section 4. Time Limitations

If a grievance is not filed with the Chief of Police by Pawtucket Lodge No. 4 within sixty (60) days of the date of the event giving rise to the grievance or grievant's knowledge thereof, or if the Pawtucket Lodge No. 4 fails to file a demand for arbitration under the rules of the American Arbitration Association within forty-five (45) days of an unacceptable decision of the Director of Public Safety [Section 2(D) above], the grievance shall be deemed to have been waived.

ARTICLE XVII

Section 1. No Strike Clause

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance Procedures hereinbefore set forth, Pawtucket Lodge No. 4, for itself and for all employees covered by this Agreement shall have it known that it agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any unauthorized work stoppage, slowdown or strike shall take place, it will immediately notify each employee or employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XVIII

Section 1. Pension Plan Commencement Date

The parties hereto agree that as of July 1, 1973, the City of Pawtucket did institute a Pension Plan for all employees covered by this Agreement providing the benefits hereinafter specified.

Section 2. Retirement upon Completion of Twenty Years' Service

Each employee covered by this Agreement shall be eligible to retire upon completion of twenty (20) years of service in the Police Division at an amount equal to fifty (50 %) percent of the employee's highest annual salary.

Section 3. Additional Benefit after Twenty Years' Service

Each employee covered by this Agreement who does not retire upon completion of twenty (20) years of service in the Police Division shall be entitled to an additional retirement benefit of three (3 %) percent of the employee's highest annual salary for each year of service in the Police Division over twenty (20) years but not to exceed an additional three and one-third (3 1/3) years with a maximum retirement benefit of sixty (60 %) percent after completion of twenty three and one-third (23 1/3) or more years of service in the Police Division.

Section 4. Commencement of Pension Benefits

Pension benefits under Section 2 or 3 above shall be payable commencing on the first day of the proceeding month following the employee's retirement and shall be paid to the employee for the duration of his lifetime.

Section 5. Eligibility Date

All employees covered by this Agreement who have on July 1, 1973, completed twenty (20) or more years of service in the Police Division shall be eligible for the benefits set forth in this Article XVIII.

Employees who on July 1, 1973, have not completed twenty (20) years of service in the Police Division shall not be eligible for the benefits set forth in Section 2 hereof until July 1, 1978, at which time all such employees will be eligible for retirement and will be entitled to receive the additional benefits provided in Section 3 hereof for each year of service over twenty (20) years.

e.g. If on July 1, 1973, an employee has completed seventeen (17) years of service in the Police Division, he would have to wait until July 1, 1978, to retire but would be entitled to a retirement benefit of fifty-four (54%) percent of the average of his three (3) highest years' salary.

Section 6. Total Permanent Disability

In addition to the foregoing retirement benefits, the Pension Plan shall also provide for a total and permanent disability benefit equal to sixty-six and two-thirds (66 2/3%) percent of the employee's pay at the time of his total and permanent disability and an additional ten (10%) percent for each dependent child under the age of twenty-one (21) years with a maximum total and permanent disability benefit of eighty (80%) percent.

This total and permanent disability benefit would continue for the period of disability or until the employee reaches his normal retirement date, at which time he would be transferred to the retirement list and would receive his normal retirement benefit as if he had not been disabled.

An employee who becomes totally and permanently disabled after completing twenty (20) years of service shall be entitled to the benefits set forth in the first paragraph of this section during the period of his disability or until he reaches the date of completion of twenty-five (25) years of employment in the Police Division at which time he shall receive the normal pension benefit determined in accordance with the provision of Section 3 hereof.

An employee who becomes permanently disabled may, at the discretion of the City, be placed upon the retirement rolls without the requirement of waiting eighteen (18) months as currently required by ordinance. If necessary, said ordinance shall be amended to incorporate the provisions of this subsection.

Employees who receive a non-service connected injury which renders them totally and permanently disabled from performing any duties, shall be eligible for placement on the disability pension rolls once they have been off duty for a period of thirty (30) work days unless the injured employee has been on the job for less than two (2) years in which case the employee need only be off duty for a period of fifteen (15) days before being placed on the disability pension rolls.

In the event that there is a disagreement between the employee's physician and the Police Division's physician as to whether or not the injured employee is totally and permanently disabled or is able to return to work, then any such dispute shall be resolved in accordance with the provisions of Article XII, Section 2(d).

Section 7. Spouse's Benefit

In the event that an employee with less than twenty (20) years of service dies prior to his retirement and is survived by a spouse or children, the spouse shall be entitled to a pension benefit equal to fifty (50%) percent of the employee's highest salary plus an additional ten (10%) percent for each dependent child under twenty-one (21) years of age. Said benefits not to exceed a total of seventy (70 %) percent of employee's highest salary and said benefits shall be continued during the lifetime of the spouse or until the spouse remarries.

In addition to the benefits heretofore mentioned, in the event that an employee with less than twenty (20) years of service shall die and there is no surviving spouse, each eligible surviving child shall receive fifteen (15%) percent of the employee's highest salary subject to a maximum sum payable equal to forty-five (45 %) percent of the employee's highest salary until the age of twenty-one (21) years or marriage prior thereto.

If an employee with more than twenty (20) years of service dies prior to his retirement and is survived by a spouse and/or children, then his spouse and/or children shall be entitled to the same pension benefits as if the employee had retired on the day before his death.

In the event an employee who has retired dies prior to receiving one hundred twenty (120) months of retirement benefits, his retirement benefit shall be continued to his designated beneficiary or beneficiaries until a total of one hundred twenty (120) months of pension benefits have been paid to the retired employee's designated beneficiary or beneficiaries. Thereafter, if the retiree left a surviving spouse, said spouse shall receive sixty-seven and one half (67 ½%) percent of the retiree's monthly retirement benefit for the remainder of the spouse's life or until the spouse remarries (unless the provisions of Article XVIII, Section 9 apply).

Section 8. Employee's Pension Contribution

For the benefits provided in this Article XVIII, each employee covered by this Agreement shall, commencing July 1, 1998, have deducted from his weekly salary an amount equal to seven and one-half (7 ½%) percent of his normal weekly salary which shall be applied by the City toward the pension benefits provided under Article XVIII.

Section 9. In Line of Duty Death Benefits

Any employee who shall be killed while in the actual performance of his duties or whose death directly results from injuries sustained in the actual performance of his duties, shall be entitled to have paid to his designated beneficiary a lump sum payment equal to one hundred (100%) percent of his accumulated unused sick leave. Said payment is to be based upon a daily rate of one-fifth (1/5) of the employee's regular weekly salary.

Any employee who shall be killed while in the actual performance of his duties or whose death directly results from injuries sustained while in the pursuit, attempted apprehension or apprehension of a criminal suspect, shall be promoted to the next highest rank (e.g. patrolman to sergeant, sergeant to lieutenant, detective to detective sergeant, detective sergeant to detective lieutenant, etc.) posthumously and all benefits that his beneficiaries are entitled to receive under this agreement shall be calculated at that new rank.

The spouse of an employee killed in the line of duty shall continue to receive all benefits under this Agreement and/or City ordinance even after said spouse remarries.

Section 10. Retirement Escalator

Employees retiring after July 1, 1988, shall, on July 1 each year, receive an increase in their retirement allowance in accordance with the following chart.

<u>Date of Retirement</u>	<u>Date First Entitled to Increase</u>	<u>% of Retirement Escalator</u>
Post 7/1/88	7/1/89	1%
Post 7/1/89	7/1/90	1.5%
Post 7/1/94	7/1/95	1.75%
Post 7/1/96	7/1/97	2%
Post 7/1/98	7/1/99	3%

The percentage increases listed above shall be compounded on July 1 each year and remain in effect for the life of the retired employee and/or his or her spouse. The cost to implement such annual increase shall be paid by the City of Pawtucket.

Section 11. Compulsory Retirement

The mandatory retirement age shall be sixty-five (65) and the City agrees to enforce said reduced mandatory retirement age.

Section 12. Pension Study Committee

The City and the Fraternal Order of Police, Lodge No. 4 shall establish a committee of five (5) to study the Pension Plan as set forth in Article XVIII hereof, and as set forth in the Ordinances of the City of Pawtucket. Two (2) of said members shall be selected by the Fraternal Order of Police, Lodge No. 4 and two (2) shall be selected by the City. The fifth member shall be the Director of Public Safety of the City of Pawtucket or his designee.

The foregoing committee shall review all aspects of the Pension Plan including, but not limited to, financial stability, level of benefits, level of contributions, the allocation of benefits for participants, the administration of the Plan, and investment of Plan assets, and shall make appropriate recommendations concerning the above matter or other matters which the committee deems appropriate.

Section 13. Armed Service and Municipal Service Credit

An employee may elect to purchase up to four (4) years of active military service or prior municipal service within the Police Division for the purpose of accumulating retirement service credits. The cost to purchase said retirement credits shall be 10% of the employee's first year's annual earnings with the City compounded at 5 % interest. Employees hired after July 1, 1991, may not elect to purchase any of their prior municipal service within the Police Division.

Section 14. Summary of Retirees' Benefits

Attached as *Schedule B* to this Agreement is a summary of benefits retirees are entitled to. The listing of these benefits is not intended to expand or diminish any of the employee's rights or benefits under this Agreement or the Police Pension Ordinance. Rather, it is done as a matter of convenience to collect all of the benefits of the retirees in one document and in that context, the exhibit has no significance whatsoever and the rights and benefits of employees shall be governed by the specific language in this Agreement or the Police Pension Ordinance.

ARTICLE XIX

Section 1. Group Life Insurance

All employees covered by this Agreement shall be entitled to receive a group life insurance policy in the amount of Fifty Thousand (\$50,000.00) Dollars, with double indemnity for employees killed in the line of duty, the full cost of such premium to be paid by the City.

Section 2. Legal Defense and Indemnification

The City shall provide at its expense, all legal fees and costs for the defense of an employee for actions arising out of his/her employment as a police officer. The City shall have the right to select an attorney to represent the employee.

The City shall also indemnify any employee for any award against the employee or for any settlement on behalf of the employee providing it is determined by a court of competent jurisdiction that the employee was acting within the scope of his/her authority or under color of law.

Section 3. Funeral Expense Insurance

Funeral expenses are to be paid for a police officer killed in the line of duty with a limit of \$10,000 for said expense.

Section 4. Child of Police Officer

The City of Pawtucket and the Pawtucket Police Department will give preference for appointment to the Pawtucket Police Department to the child of any police officer killed or dies from line of duty injuries. Said child must meet all physical and mental qualifications for appointment and pass any examination required of applicants. Upon successful completion of the aforementioned requirements the child shall be placed at the top of the hiring list.

ARTICLE XX

Section 1. Safe Vehicles

The City shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired, the employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

Section 2. Military Service During War Time

Employees who serve in the military during a time of war or military conflict shall be paid by the City an amount equal to the difference between what they would have earned as a police officer less the amount paid to them by the military. In addition, the City shall maintain the employee's health insurance benefits as more particularly set forth in Article IX, Section 1.

Section 3. Military Reserve Duty

Employees who serve in the Active Military Reserve or National Guard shall be granted up to a maximum of thirty (30) days a year of military leave. The City shall maintain the employee's health insurance benefits as more particularly set forth in Article IX, Section 1.

ARTICLE XXI

Section 1. Severability

If any provision of this Agreement is declared to be unconstitutional, invalid or illegal by the Supreme Court of the State of Rhode Island, or by any court of final jurisdiction, all other provisions of this Agreement shall remain in full force and effect. The City hereby agrees not to pass any ordinances inconsistent with this Agreement.

DURATION OF AGREEMENT

This Agreement shall be for the term beginning July 1, 2009 and ending June 30, 2012.

IN WITNESS WHEREOF, the said City of Pawtucket has caused this instrument to be executed and its corporate seal to be affixed by James Doyle, its Mayor, thereunto duly authorized by the City Council of the City of Pawtucket as of the day and year first above written, and the said Pawtucket Lodge No. 4, Fraternal Order of Police, has caused this instrument to be signed by Mark Boisclair, its President, thereunto duly authorized, as of the day and year first above written.

In the Presence of:

Kerri A. Vecoli
Witness

CITY OF PAWTUCKET
James C. Doyle
James E. Doyle, Mayor
Dated: *April 28, 2009*

PAWTUCKET LODGE NO. 4
FRATERNAL ORDER OF POLICE

[Signature]
Witness

Mark Boisclair
Mark Boisclair, President
Dated: *4.28.09*

SCHEDULE A

SUMMARY OF HEALTH BENEFITS FOR CITY OF PAWTUCKET POLICE 5384-1

COVERAGE GUIDELINES

- 50% Cov OP MHSA for RI or Othr Plans Non-Ntwk PPO Prov; 80% Cov. For all Othr. Svcs. For RI or Othr Plans Non-Ntwk PPO Prov up to an OOP Mx. Of \$1000 1/3 Per Fam. Per CY aggr. BT Hosp & Sur-Med LOB Excl Pedi/IVF/MHSA, 80% Cov for Infertility.

HOSPITAL COVERAGE

- Unlimited Days of Care
- Semi-Private Room
- 45 Inpatient Mental Health Days
- \$50.00 Emergency Room Co-payment. (Effective 07/01/2009 E.R. Co-pay to \$100.00)

SURGICAL/MEDICAL COVERAGE

- 12 Chiropractic Visits Per Calendar Year
- Durable Medical Equipment
- Diagnostic Tests, Lab and X-Ray Coverage Including Mammograms and Pap Tests
- Inpatient/Outpatient Surgery, Anesthesia Coverage
- Office Visit Coverage
- Maternity Care
- \$15.00 Office Visit Co-payment per Individual Session for Outpatient Mental Health/Substance Abuse, \$15.00 Office Visit Co-payment per Group Session for Outpatient Mental Health/Substance Abuse
- \$15.00 Office Visit Co-payment (including chiropractic visits)
- \$15.00 Office Visit Co-payment for Specialists (Specialist co-pay applies to all Specialists, not just allergy, dermatology and behavioral health) (Effective 7/01/2010 Specialist Co-pay to \$25.00)
- Injectable Prescription Drugs are Covered
- 80% Cov to MM Like Benefits when Packaged w/preferred RX-Opt 1 (clinic, Home Inf, HomeCare, Prosth, DME, PDN, Card Rehab, Amb, Prof Ther, Inj, Oxy, Supplies); \$5.00 Gen/\$15.00 Brand/\$40.00 Non-Form per Month Supply For Pharmacy Submitted Injectables

PREVENTIVE CARE

- Mammograms
- Pap Tests
- Well Baby Care \$15.00 Co-Payment Per Visit, then 100% Coverage Up to Our Allowance.

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PRESCRIPTIONS

- Preferred Rx – Option 1 (\$5.00/\$15.00/\$40.00 – Maintenance Drugs)
Effective 7/01/2009 (\$7.00/\$15.00/\$40.00)
**IF OTHER UNIONS AGREE TO Preferred Rx-Option 1
(\$7.00/\$25.00/\$40.00)**
- Maintenance Drugs – Mail Order, 90 day supply for 2 month co-payment

MISCELLANEOUS BENEFITS

- Student Coverage to Age 25
- No Lifetime Maximum
- 80% Coverage for Outpatient Labs and X Rays from a Hospital Non-Network Provider
- Mandatory Organ Transplant Coverage
- Radiation Therapy Services Paid in Full
- 30 Outpatient Mental Health Visits
- \$100.00 Deductible Per Person (3 Per Family Maximum) Per Calendar Year for RI NonNetwork Providers or Other Plans Non-Network PPO Aggregated Between Hospital and Surgical-Medical Lines of Business Excluding Well Pediatric Care managed Benefits Program

NON CLASSIFIED GROUPING

- Vision - \$100.00 Maximum Reimbursement for Frames and Lenses Per Calendar Year

SUMMARY OF DENTAL BENEFITS

CITY OF PAWTUCKET POLICE 1247-0006

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

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Co-insurance 0%

- One oral exam per calendar year performed by a general dentist
- Two cleanings per calendar year
- Flouride treatment for children under age 19 once per calendar year
- One set of bitewing x-rays per calendar year
- One complete x-ray series or panoramic film every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year

- Amalgam (silver) fillings composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible, for the balance up to the dentist's charge.
- Space maintainers for lost deciduous (baby) teeth, replacement limited to once every 60 months.
- Extractions and other routine oral surgery not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns and bridges
- Rebasement or relining of partial or complete dentures; once every 60 months
- Crowns over natural teeth, build ups, posts and cores – replacement limited to once every 60 months

Plan pays 50%; Member Co-insurance 50%

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

Orthodontics:

Plan pays 50%; Member Co-insurance 50%

- Braces and related services for dependent children under the age of 19
Lifetime maximum (orthodontics only) is \$1,200.00

Dependent Coverage – Dependent children are covered up until the end of the year that they turn age 19. Dependent children who are full-time students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

JFP:pac

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SCHEDULE B

RETIREE BENEFITS

BENEFIT	DESCRIPTION	LOCATION
Military/Prior Service	<ul style="list-style-type: none"> • Purchase up to 4 years. • Military time and for pre-7/1/91 hiree's prior municipal service. • Cost —40% of first year's annual earnings plus 5% interest compounded annually from date of employment to date of purchase. 	A. XVIII §13 Ord. 59-17 (E)
Mandatory Retirement	65 years old.	A. XVIII §11 Ord. 59-29
Vacation Days	Can accumulate up to 38 and earn up to 29 for total of 67 payable upon death or retirement.	A. VII §15
Sick Leave	50% of unused sick leave —up to 200 days —payable upon death or retirement.	A. X §3
Salary for Retirement Calculation	Base pay, holiday pay, longevity, shift differential, out-of-rank pay and compensation paid to supervisors in lieu of overtime.	Ord. 59-15
20-Year Retirement	After 20 years —50% of highest annual salary.	A. XVIII §2 Ord. 59-20
20+ -Year Retirement	For year > 20 —3%/year to maximum of 23 1/3 years and 60%.	A. XVIII §3 Ord. 59-21
COLA	3% compounded.	A. XVIII §10 Ord. 59-32
Disability Pensions	<ul style="list-style-type: none"> • 66 2/3% + 10% for each dependent (21 years) with maximum benefit of 80%. • Upon normal retirement date —revert back to normal benefit. • “Normal retirement date” —someone < 20 years - 20th anniversary. • “Normal retirement date” —someone > 20 years - 25th anniversary. 	A. XVIII §6 Ord. 59-24 (A) - Non-Occupational (B) - Occupational
Presumptions Re: Heart Conditions	<ul style="list-style-type: none"> • Heart condition —presumed to be work related but may be rebutted. 	A. XII, §1 Ord. 59-24 (F)

BENEFIT	DESCRIPTION	LOCATION
Spouse Benefit	<ul style="list-style-type: none"> • Employee dies < 20 years —spouse receives 50% + 10% for each dependent child (21 years) to maximum of 70% until death or remarriage. • Employee dies < 20 years with no spouse —children receive 15% to maximum of 45% until 21 or marriage. • Employee dies > 20 years —treat as though employee had retired on day before death. • Employee who has retired dies within 120 months from retirement date —beneficiaries get balance of 120 months' benefits (including health care per <i>Allard</i> award) and then spouse gets 67 ½% of benefit until death or remarriage. • Employee who has retired for more than 120 months then dies before spouse —spouse gets 67 ½% of benefit until death or remarriage. 	<p>A. XVIII §7</p> <p>Ord. 59-26 (E)</p> <p>Ord. 59-26 (C)</p> <p>Ord. 59-26 (D)</p>
Health Insurance — Retirees	<ul style="list-style-type: none"> • Pre-4/28/94 employees —health benefits (family plan) without contribution. • Post-4/28/94 employees —health benefits (family plan) with contribution in effect at time of retirement. At age 65, individual coverage under a Medicare supplemental coverage. • If during retirement have other coverage, then City not required to cover. 	A. IX §3
Health Insurance — Disabled Retirees	<ul style="list-style-type: none"> • City pays full cost for family coverage. • If during retirement have other coverage, then City not required to cover. 	A. IX, §4
Health Insurance — Deceased Employee Family	<ul style="list-style-type: none"> • 100% to beneficiary for employee killed in line of duty. • Officer killed in line of duty —spouse and dependent children (to age 23) receive coverage. 	A. XVIII, §9 A. IX, §2
Death In Line of Duty	<ul style="list-style-type: none"> • 100% of accumulated sick leave to beneficiary. • Promotion to next higher rank posthumously. 	A. XVIII, §9 Ord. 59-26 (F)
Insurance	Double indemnity if killed in line of duty.	A. XIX, §1
Funeral Expenses	\$10,000 for officer killed in line of duty.	A. XIX, §3
Hiring of Child	Preference to child of officer killed in line of duty.	A. XIX, §4

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SIDE LETTER AGREEMENT

This Side Letter Agreement ("Agreement") is entered into this 27th day of March, 2009 by and between the City of Pawtucket ("City") and Pawtucket Lodge No. 4, Fraternal Order of Police ("Union").

WHEREAS, on February 13, 2009, the City and the Union reached tentative agreements on collective bargaining agreements for the terms July 1, 2008 to June 30, 2009 (the "2008-2009 CBA") and July 1, 2009 to June 30, 2012 (the "2009-2012 CBA"); and

WHEREAS, on March 2, 2009, the Union's bargaining unit members voted to ratify the 2008-2009 CBA and conditionally approved the ratification of the 2009-2012 CBA provided the City would agree in a side letter agreement to reopen the 2009-2012 CBA on the issue of wages in the event the Rhode Island General Assembly enacts Article 44 of 2009 H 5019, an amendment of Chapter 28-7 of the Rhode Island General Laws entitled "Labor Relations Act" by adding Section 28-7-49.1 to require that any collective bargaining agreement covering police officers, among other public employees, in effect as of January 1, 2009 shall provide for an employee contribution of no less than twenty-five (25%) percent of the premium costs of healthcare and dental benefits; and

WHEREAS, the City has agreed to reopen the issue of wages in the 2009-2012 CBA upon the occurrence of certain conditions as more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, the exchange of which is hereby acknowledged by the parties, it is hereby agreed as follows:

1. In the event that the General Assembly enacts, and the Governor signs into law, the proposed amendment of Chapter 28-7 of the General Laws set forth in Article 44 of 2009 H 5019 as presently proposed, or as further amended by the General Assembly, requiring an employee contribution of the premium costs of healthcare and dental benefits in an amount greater than the amount agreed to by the City and the Union as set forth in Article IX, Section 1 of the 2009-2012 CBA, the City and the Union shall reopen Article XIV, Section 1 of the 2009-2012 CBA on the issue of wages in order to consider the changes imposed by the above legislation and the wage amounts previously agreed to by the City and Union.

2. The City and Union agree that if approved by the City Council, the 2008-2009 CBA and 2009-2012 CBA shall continue in full force and effect other than on the issue of salaries as set forth in paragraph 1 herein.

3. In the event that the parties reopen on the issue of wages in the 2009-2012 CBA and cannot agree on an amendment to Article IX, Section 1, the parties shall proceed to interest arbitration on wages only under the procedures set forth in the Municipal Police Arbitration Act, R.I. Gen. Laws § 28-9.2-1 *et seq.* for contract years July 1, 2009 to June 30, 2010, July 1, 2010 to June 30, 2011 and July 1, 2011 to June 30, 2012.

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IN WITNESS WHEREOF, this Agreement has been entered into as of the date first above written.

WITNESS:

Kerril A. Vecoli

CITY OF PAWTUCKET

By: James E. Doyle
James E. Doyle
Mayor

WITNESS:

[Signature]

PAWTUCKET LODGE NO. 4
FRATERNAL ORDER OF POLICE

By: Mark Boisclair
Mark Boisclair
President