

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF RICHMOND

AND

LOCAL 425, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

JULY 1, 2016 THROUGH JUNE 30, 2019

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I. PURPOSE

It is the purpose of this Agreement to carry out the policy of the Town of Richmond by encouraging a more harmonious and cooperative relationship between the Town and its Police Department. By means of this Agreement, therefore, the signatories hereto bind themselves to improve the standards of service to the people of the Town of Richmond and agree further that the laws of the State of Rhode Island, the Ordinances of the Town of Richmond and the will of the people of the Town of Richmond expressed through financial town meetings, referenda or otherwise shall be enforced and shall be paramount, notwithstanding any provision of this Agreement. Provided, however, that the parties understand and agree that any actions of the Financial Town Meeting to reduce or eliminate a particular economic benefit (such as wages, vacations, sick days) prescribed by this Agreement (as opposed to establishing an overall budget that could impact the parties' performance under this Agreement) shall not supersede the particular provision of this Agreement providing such benefit.

Pursuant to the provisions of the Public Laws of the State of Rhode Island, this Agreement is made and entered into this 29th day of JUNE, 2016, by and between the Town of Richmond and Local 425, International Brotherhood of Police

Officers.

II. RECOGNITION AND UNION SECURITY

Section 1 - Recognition.

The Town hereby recognizes that Local 425, International Brotherhood of Police Officers, is the exclusive bargaining agent for all permanent, active, full-time police officers, from the rank of Patrol Officer up to and including the rank of Lieutenant, of the Police Department of the Town of Richmond for the purpose of collective bargaining relative to wages, rates of pay and other terms and conditions of employment. This Agreement constitutes, for its duration, complete discharge and satisfaction of the obligations created by this section.

Section 2 - Nondiscrimination.

All references to employees in this Agreement designate both sexes, and whenever one gender is used it shall be construed to include both male and female employees.

The Local and the Town agree that neither shall discriminate against any employee in the administration of this Agreement because of membership or non-membership in the Local.

Section 3 - Union Security.

(a) All full-time, active permanent officers of the Richmond Police Department shall have the right to join or

refrain from joining Local 425, International Brotherhood of Police Officers. Employees who choose not to join the Local, however, and who are covered by the terms of this contract, may be required to pay a monthly service fee to the Local, and/or special assessments from time to time, for the purpose of aiding the Local in defraying costs in connection with its legal obligations and responsibilities to represent all of the employees in collective bargaining with the Town.

This fee shall be payable at the same time and in the same manner as members' dues, and the sum shall in no case exceed the percentage of the membership dues paid by those who voluntarily choose to join the Local as is used for the negotiation and administration of this Agreement. Other than the payment of these service fees and assessments, those employees who do not choose to join the Local shall be under no further obligations or requirements of any kind to the Local.

(b) Union Dues Deduction. The Town of Richmond agrees to deduct Union dues upon receipt of signed authorization forms supplied by the Union, and agrees to deduct agency service fees (provided and referred to above) from all members of the Department who are not members of said Local 425 upon receipt of signed authorization to do so. Such deductions are to be deducted from the employees pay checks bi-monthly, and are

payable to the Local monthly. To the extent permitted by law, and pursuant to separate signed authorizations, the Town also will deduct from employee paychecks and remit to the Union in installments such special assessments of the Union as may be authorized by the employees.

Further, the Union agrees that it shall give the Town at least 30 days' notice with new authorization forms if the Union desires to change the amount of dues to be withheld from the bargaining unit employee's paychecks.

Section 4 - Indemnification.

The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article.

Section 5 - Definitions.

Whenever used in this Agreement, the terms "member", "officer" or "employee" shall have the same meaning, which is: active, full-time, permanent, paid police officers of the Town of Richmond up to and including the rank of Lieutenant. Officers who are on leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this

Agreement or as may otherwise be provided for by law.

III. SCOPE OF AGREEMENT

Section 1 - Scope.

This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof resulted in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Article I through XXIV of this Agreement expressly and necessarily place limits thereon, the Town retains all of the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union's gaining the support of a majority of the employees. All matters about which this Agreement is silent shall be deemed matters concerning which the Town has surrendered no discretion or power. There are no other agreements between the parties, verbal or written. There are no past practices which the parties intend to be binding in any way or which limit or expand upon the express provisions hereof.

Section 2 - Past Practice.

Past practice with respect to any matter concerning which this Agreement permits the Town discretion shall in no way bind the Town with respect to future practice. Nor shall the

failure of the Town to exercise any of the rights reserved to it or conferred upon it by this Agreement foreclose the exercise of such rights at such time and in such circumstances as it shall choose to exercise them in the future.

Section 3 - Police Business.

This is not an agreement on the Town's part to continue to conduct all or any part of its police business. It is not an agreement to continue to perform all or any part of its police functions by the employment of employees covered hereby. Without in any way limiting the generality of the other provisions of this Article or Article IV, decisions of the kind enumerated in this section are among the decisions which may, without violating the terms of this Agreement, be made unilaterally by the Town in its sole and uncontrolled discretion without recourse to prior or subsequent bargaining with the Union.

Section 4 - Savings and Separability.

If any Article or section or other segment of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

IV. MANAGEMENT RIGHTS

Section 1 - Retained Authority.

The Union recognizes that except as specifically relinquished by the express terms of this Agreement, all rights to manage, direct or supervise the operations of the Police Department and its employees are vested solely in the Town. Except as expressly and necessarily limited by the provisions of this Agreement, among the rights retained by the Employer pursuant to this Agreement are the rights to:

- (1) Hire, discharge or discipline employees.
- (2) Introduce new or improved work methods, procedures, equipment or facilities and to reduce the work force if, in its sole judgment, it (the Town) requires fewer police personnel.
- (3) Lay off employees.
- (4) Assign work.
- (5) Fix standards of quality and quantity for work done.
- (6) Control the types of work, amount of work, method of accomplishing work and scheduling of police operations.
- (7) Determine the number of employees on any assignment and job content.
- (8) Rearrange jobs and tasks to improve operational

efficiency and/or eliminate slack and idle time.

(9) Hire such temporary and/or part-time employees as it sees fit.

(10) Eliminate job assignments or functions, abolish past work customs and practices.

(11) Determine how, when, where and by whom work shall be done and whether and to what extent it shall be performed by employees covered by this Agreement.

(12) Enact and alter from time to time rules and regulations, governing the conduct of employees, any and all aspects of employment and the internal conduct of the Police Department, which are not in direct and necessary conflict with the explicit provisions of this Agreement.

The listing of the foregoing specific rights in no way limits the generality of Article III hereof. Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in emergency situations, to protect the public interest even if such action is contrary to the express terms of this Agreement.

Section 2 - Rules and Regulations.

The Town of Richmond, through the Police Chief, shall be permitted to promulgate rules and regulations, policies and procedures governing the Richmond Police Department. Such rules

and regulations, policies and procedures, upon adoption, shall be given in writing to every member of the Richmond Police Department. Such rules and regulations shall be adhered to by all members of the Department.

All members of Richmond IBPO Local 425, through its President, shall be permitted to make suggestions regarding the Department's rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police and to the President of Richmond Local 425, IBPO. Such suggestions will be given due consideration and if deemed advisable, adopted by the Town.

V. PROBATION AND PROMOTION

Section 1 - Probation.

New appointees after July 1, 1993 shall serve a probationary period for not less than eighteen months from the date of appointment, nor less than twelve months from the date of graduation from the Police Academy. During the probationary period, individuals shall have no recourse to the grievance and arbitration provisions of this Agreement, but may be terminated from employment with or without cause.

Section 2 - Promotion.

(a) Promotions to the rank of Detective, Corporal, Sergeant, and Lieutenant shall be made in the discretion of the Town, after recommendation of the Chief, and the Chief shall

consider seniority among the factors he considers in making such recommendations.

VI. SENIORITY

Section 1 - Term.

Employees shall be considered on probation for not less than eighteen months after they are hired nor less than the first twelve months after they have graduated from the Police Academy and the Employer shall have complete discretion during the probationary period to determine whether or not to retain any employee for any reason. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment. The Employer may extend the probationary period up to an additional ninety days. Employees hired on the same day shall be assigned relative seniority by the Employer by class rank at the Academy.

Section 2 - Choice of Vacations.

The members of the Richmond Police Department shall have seniority rights and seniority in grade with regard to the following:

(a) Choice of vacation shall be made by the senior officer in grade. If entitled to more than two weeks (8 work days on or after 1/1/03), said senior officer shall not be permitted more than two weeks (8 work days after 1/1/03) until

the entire roster has been run, after which seniority shall again prevail.

(b) All superior officers shall choose vacation by seniority, that superior officer first attaining the rank being allowed the first pick. All patrol officers shall then choose vacation by seniority, that being the length of time said patrol officer has been a member of the Department. Only one officer at a time shall be permitted time off for any reasons under this Agreement unless a second absence is specifically authorized by the Chief in advance because of the ability to cover for the absence satisfactorily without the necessity of making overtime payments.

Section 3 - Layoffs.

In the event that the Town determines that it will have a layoff, employees shall be laid off in reverse order of seniority, provided the remaining employees are equivalent in demonstrated skill, ability, performance and attendance. If they are not, the Employer may retain the employee possessing a needed skill or a demonstrably and clearly better record and layoff the next most junior employee. Affected employees will remain on a preferential reemployment list for a period of two years from the date of layoff and shall retain their seniority for this period. In the event of recall, employees will be

recalled in inverse order of layoff.

Section 4 - Forfeiture.

Seniority and employee status will be forfeited in the event of:

(1) Failure to report to work on or before the second working day after recall;

(2) Voluntary quit;

(3) Discharge;

(4) Absence from work without notice, except under extraordinary circumstances in which contacting the Employer is impossible, to the Employer for two (2) consecutive work days;

(5) Absence from work for more than twelve (12) months for any reason other than military service or on-the-job injury;

(6) Engaging in gainful employment while on injury, sick or disability leave;

(7) Layoff for a period exceeding the period during which an employee has recall rights;

(8) Unauthorized leave of absence or unauthorized failure to report to work when scheduled to work. The parties acknowledge that failing to report to work when a leave of absence expires is a violation of this provision.

Section 5 - Bidding.

Patrol officers will be permitted to bid for shift openings by the Chief once a year based on seniority within the first two weeks of June. In the event a third shift is added and a third supervisory position is created, the supervisory officers will also be permitted to bid for supervisory shift openings designated by the Chief based on seniority in grade, and/or particular supervisory rank. Nothing contained herein is intended to limit the Chief's authority to transfer officers between shifts or to assign shifts where he has just cause to do so.

VII. HOURS OF EMPLOYMENT

Section 1 - Hours.

Overtime pay shall be granted as required by the federal Fair Labor Standards Act.

Section 2 - Special Details.

(a) Parades and Town Details - Any employee required to parade or work a detail for the Town outside and beyond his/her regular hours shall be paid a minimum of four hours at one and one-half (1.5) times the officer's normal hourly rate. A "detail for the Town" or "Town detail" is any detail for which the Town pays the officer, including but not limited to parades, elections, the Financial Town Meeting, Easter Egg hunts and other gatherings where a "detail officer" may be employed.

(b) In any detail which is not a Town detail (i.e. in any instance where the employee is assigned to a detail not covered by paragraph (a) of this section), the rate of pay shall be \$40.00 per hour with a minimum of four hours plus an hourly administration cost of ten percent. From the hourly rate including the administration fee of ten percent, the Town shall deduct ten percent per hour to cover administration costs and the employee shall be paid the balance. Any private, non-town detail worked over eight hours will be paid at a rate of one and one-half (1.5) times the private detail rate of pay, plus the ten percent administration fee.

When a member works a private detail in a community that charges a higher rate for such a detail, the Town will charge that rate (which will be paid to the officer), plus any applicable fees. Officers working private details in Richmond will be granted permission to use a marked police vehicle (no more than one per detail) if, in the opinion of the Chief, sufficient vehicles will remain for other police business. The vehicle to be used for any detail shall be designated by the Chief or his designee. The billing rate for police vehicles on details shall be \$27.50 per hour paid to the Town by the vendor. The only exception shall be those details for which the Rhode Island Department of Transportation (RIDOT) is the vendor, in

which case the police vehicle rate shall be \$20.00 per hour unless RIDOT raises it during the contract period.

(c) Whenever any member of the Richmond Police Department is injured while on a special detail, he/she shall be compensated by the Town only to the extent that compensation is required by the provisions of R.I.G.L. 45-19-1.

(d) All details shall be authorized and assigned by the Chief of Police in his discretion.

(e) Nothing in this Agreement is intended to restrict or limit in any way the discretion of the Town to employ and use Special Officers as it sees fit. Provided, however, that the Town will offer Town and non-Town details to employees first from a rotating list which shall be posted in a conspicuous place, so long as the Chief concludes that it will not impair the operations or efficiency of the Department, or the particular officer in the performance of his/her job duties. The sole remedy for misassignment of a detail shall be that the employee wrongly denied the opportunity shall be offered the next detail opportunity.

The Town will notify private road contractors and other business enterprises requesting a detail officer that they will be charged the full four hour minimum at the detail rate in the event they fail to provide at least one hour's notice,

before the scheduled start of the detail, of cancellation.

Section 3 - Overtime.

Any officer who is required to work beyond forty hours in a week will be paid at a rate of time and one-half. An officer may request, in lieu of overtime pay, to be compensated in compensatory time off equal to one and one-half times the amount of time worked in excess of forty hours. Employees must use compensatory time off within the year in which it is earned, or they will be paid for it on or before December 15 of the year in which it is earned. If all employees have refused or been unavailable for an assignment, the Chief may order an officer to perform the duty and this shall not be deemed a call back.

Section 4 - Substitutions.

Members of the Richmond Police Department, with approval by the Chief, may swap shifts by mutual agreement, provided, however, that written notification be submitted to the Chief of Police, or his designee at least 48 hours in advance and provided that all swaps shall not be computed for overtime purposes for either officer. In the event of unusual circumstances the Chief may approve other substitutions within 48 hours of substitution.

Section 5 - Call Back Pay.

All employees of the Richmond Police Department who

shall be called back to duty at a time not contiguous to a shift shall be compensated for a minimum of at least 4-hours pay at time and one-half the normal rate of pay. The Chief may authorize employees to leave before the 4 hours are up, in which case the employee will be compensated for a minimum of 4 hours. Said employee may, as prescribed in Section 3, above, request to be compensated in compensatory time.

Section 6 - Court Attendance.

Any off-duty officer who is required to appear in any court as a witness shall be compensated at the rate of time and one-half his regular rate of pay.

The employee may request, instead of court pay, to be compensated with compensatory time as set forth above.

The Town will either make a vehicle available for travel to and from the Court, or else will pay the federal IRS approved mileage rate from the employee's home or from the Police Station, whichever is less, to the Court.

If the Chief authorizes an employee required to attend court to leave work before the four hours set forth in Section 5, the employee still will be compensated for four hours.

Section 7 - Overtime Rotation.

(a) The Town will establish and post in a conspicuous place an overtime rotation list consisting of all bargaining

unit members first. The list will generally be followed in assigning overtime opportunities, provided, however, the Chief shall retain full authority and discretion over overtime assignments when just cause exists. Employees or Special Officers who are granted or assigned overtime opportunities out of rotation will be charged with an opportunity on the rotation list.

(b) The sole and exclusive remedy for the misassignment of overtime work shall be that the employee who was passed over shall be given the first call for the next overtime opportunity where the list is employed when he/she is available.

Section 8 - Dispatching.

Members of the bargaining unit will not be required to perform dispatch duties after midnight except in emergencies.

Section 9 - Schedule .

a) A 4 and 2 schedule will take effect 1/1/03 for Patrol, Corporal and Sergeant ranks. While the Town maintains shifts of 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m., for all pay purposes including but not limited to holiday pay, each day shall begin at 11:00 p.m. on the day before and end at 11:00 p.m. on the day itself. Thus, e.g., Christmas day begins at 11:00 on December 24 and ends at

11:00 p.m. on December 25.

b) The Detective and Lieutenant positions will generally be assigned to work eight hours per day for five consecutive days, followed by two days off. The Detective shall work Sunday through Thursday followed by two days off, and the Lieutenant shall work Tuesday through Saturday followed by two days off. In addition to their vacation days, personal days and accrued compensatory time the Detective and Lieutenant shall receive seventeen (17) administrative leave days off to equal the same number of days and hours worked by the officers who work a four and two schedule throughout the year. The Lieutenant and Detective shall be given these Administrative Leave Days every year on their promotional anniversary date. If the Lieutenant and/or Detective do not use all of the Administrative Leave Days prior to their next promotional anniversary date, the unused days will be forfeited. The Town shall not be responsible to pay either the Lieutenant or the Detective for any unused Administrative Leave Days. Administrative Leave Days will only be granted upon request and subsequent approval of the Police Chief.

Section 10 - School Resource Officer.

The Parties understand that, when a School Resource Officer ("SRO") is designated by the Chief, he/she will work a schedule that is coordinated with the schools' calendar. Every effort will be made to develop a schedule so that the SRO will work the same number of days and hours as other employees during the school year.

VIII. HOLIDAYS AND VACATIONS

Section 1 - Holidays.

The following holidays shall be paid holidays for all members of the Richmond Police Department. Holiday pay shall be at the rate of one-fifth of the employee's weekly salary and shall be paid to each employee over and above his/her wages.

New Year's Day*

Christmas Day*

V-J Day

President's Day

Independence Day*

Columbus Day

Thanksgiving Day*

Day after Thanksgiving

* On these days, in addition to holiday pay, employees actually working will be paid at a rate of one and one-half (1.5) times their hourly rate for the hours worked.

Veteran's Day*

Memorial Day*

Labor Day*

Martin Luther King Day

If any holiday falls on Saturday, it shall not be observed on Friday. If any holiday falls on Sunday, it may be observed on Monday at the discretion of the Town Council. Holidays shall be observed on those dates as specified by federal law.

1. Any employee who is absent without pay, shall not be paid for official holidays;

2. Any employee who is absent without leave on the working day immediately preceding or following a holiday shall lose pay for the holiday as well as for the other day or days off, and any employee who has failed to work the day before, of or after a holiday when scheduled to do so may, in the discretion of the Chief, be required to provide a physician's statement verifying that he/she was incapacitated for work in order to be eligible for holiday pay in any future instances of missing the scheduled work day before, of or following a holiday;

3. When the Town Council declares a special holiday, it shall be observed as provided in the Town's Ordinances;

4. Employees wishing to observe religious holidays not listed in the Town's Ordinances, shall at their option be given time off without pay or have the time charged to their vacation;

5. Employees who are eligible for overtime pay shall be allowed compensatory time for time worked during a holiday provided all other requirements for overtime pay have been met.

6. If VJ Day is dropped by the General Assembly, then Police Officers Memorial Day (May 15) will be substituted.

Section 2 - Vacations.

Vacation time shall be allowed and considered earned by the employee after he/she has been employed for one year, but vacation credits shall accrue during each period of service.

1. All permanent full-time employees shall receive a vacation with basic straight time pay according to the following schedule:

<u>Period of Service</u>	<u>Vacation</u>
At least one year	5 work days
At least two years	9 work days
At least five years	14 work days
At least eight years	17 work days (effective 7/1/16)
At least ten years	20 work days

balances shall become 37.5/40 of the existing balance.

6. Vacation pay is to be computed on the basis of the individual's base pay rate.

7. Official holidays occurring during a vacation shall not be charged to vacation time.

Section 3.

All paid but unworked hours (e.g., without limitation, sick, holiday, personal, vacation) shall be paid at an hourly rate that is equal to the annual salary divided by 2080, on, before and after 1/1/03.

IX. LEAVES OF ABSENCE

Section 1 - Leave Without Pay.

Leaves of absence, without loss of seniority, may be granted by the Employer in cases of illness, pregnancy, injury or for other reasons. Generally, leaves of absence will not be granted for more than thirty days. Applications for leave and extensions of leaves of absence must be made in writing to the Employer.

Section 2 - Refusal of Leave.

The refusal to grant a leave of absence for the above specified or any other reason shall be within the sole discretion of the Employer.

Section 3 - Termination of Leave.

Any leave of absence granted, if not sooner terminated by its terms, will terminate:

- (i) At such time as the employee would have been laid off had he or she been actively at work, in which case his or her status will be changed from leave of absence to layoff, or
- (ii) Upon the employee's doing any work of any kind for pay or compensation for any person or entity.

Section 4 - Extended Leave of Absence. Extended or emergency leave of absence shall only be granted with the approval of the Town Council. Any employees requesting an extended or emergency leave of absence shall designate a specific period of time which the leave of absence is to cover, and in the event such leave of absence is requested for reasons of physical disability, it shall be required that the employee's physician submit to the Town Council an indication of the nature of the disability and the time for which such leave of absence is requested.

Section 5 - Military Leave. The provisions of the federal laws or any amendments thereto, while in effect, will govern the re-employment of ex-servicemen.

The Town agrees that when an employee is absent due to annual reserve military training of two weeks he/she shall receive the difference between his/her straight time hourly

pay and that which he/she receives for his/her military service. A statement from his/her commanding officer certifying the period of such training and the daily base pay rate shall be submitted by the employee. Employees shall give the Chief as much notice as practicable of intent to take Military Leave, Jury Leave or any other Leave.

Section 6 - Family Illness Leave. An employee may be allowed time off, not to exceed three working days in each current year, when his/her presence is required to be with his/her immediate family on account of death or serious illness and/or medical conditions or procedures which require the employee's presence. The use of family illness leave for the above reasons shall be reported by the employee to his/her supervisor when leave is taken. This leave shall be with pay but shall not be granted until the employee has one year of continuous service. The Chief may require satisfactory proof of illness or a physician's verification of the medical condition or procedure(s) that necessitated the member's request for family illness leave, and may disallow family illness leave in the absence of such proof or physician's verification. Employees who use their family illness leave without just cause may be subject to disciplinary action. Time off for these purposes without pay shall be permitted to the extent provided

by law.

Section 7 - Pregnancy Leave. A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons, before and after giving birth.

Section 8 - Personal Leave. Employees with at least five (5) years as an officer in the Richmond Police Department will receive up to three (3) days per year with pay with prior approval by the Chief or his designee. Any unused personal days will be lost and thus will not carry over or accumulate from year to year.

X. ILLNESS AND INJURY

Section 1 - Line of Duty.

Members of the Richmond Police Department who shall contract illness or sustain injury in the line of duty will receive the benefits provided by law at the time of such illness or injury.

Whenever a member of the Richmond Police Department is injured or becomes ill in the performance of duty, he/she shall, as soon as practical, notify his/her immediate supervisor of said injury/illness, and said supervisor shall notify the Chief of Police in writing of any/all facts relating to this incident.

Section 2 - Off Duty.

Whenever an illness/injury occurs to any member of the Richmond Police Department requiring absence from duty, the officer shall notify the Chief of Police in writing as soon as practical as to the circumstances surrounding such absence.

The Chief may require a certificate from the officer's doctor concerning said illness/injury.

The parties agree that sick leave can be used for off duty injury as well as off duty illness.

Section 3 - Light Duty.

Employees who are determined to be unfit for their regular duties, whether or not due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing, subject to the provisions of Section 4(c) hereof. Such light duty may consist of duties normally performed by police officers, other duties not normally performed by police officers, or a combination of both.

Officers who are performing light duty will be considered last for special details, if they are considered at all.

Section 4 - Examinations.

(a) It is agreed that a Town physician may examine an employee who reports an illness or injury whether job related or not and also determine whether or not an employee is ready to

return to work.

(b) The Employer shall have the right to require employees to submit periodically or occasionally to physical examinations, and for cause to such other examinations as it deems appropriate. The Employer shall pay for all examinations required by it. The Employer shall also pay for time necessarily spent at the place of examination or examinations after the employee has successfully completed the probationary period.

(c) The Employer reserves the right to select its own physician, and the employee may, if he/she believes an injustice has been done by reason of the report of such physician, notify the Chief in writing within five days that he contests the report and he/she may be re-examined promptly at the employee's expense by a physician of his/her choosing. If the two physicians disagree, they shall mutually agree upon a third physician who can perform an examination promptly and whose decision shall be final and binding as to the condition of said employee. The expense of the third physician shall be borne by the Employer. During the pendency of this examination process, the employee shall not be required to perform work contrary to his/her physician's recommendation. [The parties acknowledge and agree that nothing in this Section 4(c) was ever intended to

supersede or alter any other provision of this Agreement.]

(d) Failure or refusal to report for an examination as scheduled shall be grounds for discipline and repeated failure or refusal shall constitute resignation, terminating the employee's seniority.

(e) Any absence from work due to illness or injury lasting more than two days must be excused by a doctor's note, and return from such absence must be supported by a doctor's note.

Section 5 - Bereavement.

In the case of the death of a mother, father, husband, wife, child, brother, or sister, grandparent, mother- or father-in-law (including step- and foster-relatives in these categories) and any other relative residing in the employee's household each employee shall be entitled to take time off from the day of the death until and including the day of the funeral where it is necessary to make arrangements and to attend the funeral. No more than three days leave of absence with pay shall be granted pursuant to this section.

In the case of death of near relatives (first cousin or closer) other than those provided above, a leave of absence of one day with pay may be provided in the discretion of the Town.

Section 6 - Sick Leave.

Sick leave shall be for the purpose of permitting an employee to be relieved of his or her duties during actual illness and may not be used under any other circumstances. Employees who use their sick leave without just cause as it is earned, or who fail to accumulate it, may, subject to the Law Enforcement Officers' Bill of Rights, be dismissed from their position. The Town Council may require of an employee a signed statement from a licensed physician attesting to any illness of such employee from which sick leave is used for any period exceeding three consecutive days. Prior to 1/1/03, full-time employees will receive one day per month not to exceed twelve days a year for sick leave, which they can accumulate from year to year not to exceed sixty days maximum accumulation at any time. From 1/1/03 to 6/30/16 , full-time employees will receive one day per month except in the month of July not to exceed 11 days a year for sick leave, which they can accumulate from year to year not to exceed seventy five (75) days maximum accumulation at any time. Effective 7/1/16, full-time employees will receive one day per month, not to exceed twelve (12) days per year for sick leave which they can accumulate from year to year not to exceed one-hundred (100) days maximum accumulation at any time.

Effective 1/1/03, all sick leave balances shall become 37.5/40 of the existing balance.

Effective July 1, 2016, if in a year any employee has exhausted his/her family illness leave (Article IX, Section 6), the Chief at his/her discretion may grant up to three days of accumulated sick leave to be used as family illness leave days subject to all the provisions in Article IX, Section 6.

Section 7 - Inoculation/Immunization.

The Town of Richmond agrees to pay all expenses for inoculation/immunization to any member of the Department and their family who normally reside with said employee, when such becomes necessary as a result of the employee's exposure to any disease which would require said inoculation/immunization, to the extent the inoculation/immunization is not covered by employee insurance benefits.

XI. GRIEVANCE PROCEDURE

Section 1 - Grievances.

Purpose: The parties agree that the purpose of this Article shall be to establish an amicable avenue for the resolution of disputes in the interpretation of the provisions here outlined in regards to grievances.

(a) For the purpose of this Agreement the term "grievance" means any difference or dispute between the Town and

the Local or between the Town and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

Section 2 - Grievance Procedure.

There shall be a grievance procedure as follows:

- (i) A grievance shall be presented by the aggrieved employee and/or by the Local within three working days of the employee's knowledge of the occurrence giving rise to such grievance, or within three working days of the time when the employee should have known of such events.
- (ii) An aggrieved employee shall discuss his/her problem with the Chief or his designee and an attempt to settle the problem shall be made within two working days.
- (iii) If the grievance is not resolved according to section (ii) above, it shall be reduced to writing and presented to the Chief. The written grievance shall specify precisely the occurrence or matter being grieved, the exact section or sections of the contract allegedly violated, the name of the officer or officers who are aggrieved, the time and place of the occurrences and the remedy sought. The written grievance shall be presented within three working days after the section (ii) meeting and it shall be answered in writing by the Chief within three working days thereafter.
- (iv) If the grievance is still not resolved, the Chief or his designee may grant a hearing to the aggrieved and/or the

Local within three working days. Within two working days after the next meeting of the Town Council following this meeting, the Chief shall respond in writing to the Local. Such response will be (a) the denial of the grievance, (b) granting of the grievance or (c) that the Council will hold a hearing on the grievance in Executive Session, on the date of the next regularly scheduled Council meeting or before, at which the grievant and his/her union representative may appear to present their side of the issue and at which the Chief also shall attend. (Within ten days after such hearing, the Town will render a decision in writing to the Local.)

- (v) In the event the grievance is not settled in a manner satisfactory to the aggrieved member, then the grievance may be submitted to arbitration within ten days as set forth hereafter.

Section 3 - Failure to Process.

Any grievance not processed to the next step in the manner and within the time limits prescribed in the foregoing, unless time limits have been extended by mutual agreement in writing, shall be conclusively presumed to have been withdrawn. The failure by the Employer to insist upon conformity with said time limits and the manner prescribed for the extension thereof in any case or cases shall not constitute a waiver or relinquishment of its rights to insist upon conformity in any subsequent case.

XII. ARBITRATION

Section 1 - Filing.

If a grievance has not been settled satisfactorily pursuant to the grievance procedure, it may be submitted to arbitration before an arbitrator appointed by the American Arbitration Association pursuant to its rules by the Local upon written notice to the Town and demand for arbitration submitted to AAA within ten days after the section (v) final answer or within ten days after the Chief has declined to grant a meeting pursuant to section (iv) of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties. The expenses of such arbitration shall be borne equally by the parties. Stenographic transcripts of arbitration proceedings shall be kept and the cost of such stenographer and transcripts shall be borne equally by the parties.

Section 2 - Authority of Arbitrator.

The arbitrator shall have no authority to add to, depart from, alter or amend the provisions of this Agreement. He shall have no authority to imply terms which are not explicitly contained herein. His jurisdiction shall be confined to a determination of whether the specific act complained of in the written grievance constitutes a violation of the provision or provisions of this Agreement enumerated in the written

grievance. The arbitrator shall not substitute his discretion for the Town's where such discretion has been retained by the Town. The arbitrator is empowered to apply the explicit terms of this Agreement only. He shall not construe and apply state or federal laws except as expressly required by this Agreement, nor shall he decide any dispute on the basis, in whole or in part, of industry practice or whether, in his view, morale will be heightened or diminished by a given result.

Section 3 - Discipline Cases.

The parties agree that disciplinary action within the contemplation of the Law Enforcement Officers' Bill of Rights (R.I.G.L. chapter 42-28.6) against any employee shall not be subject to arbitration under this Agreement. Notwithstanding the aforementioned, officers may appeal disciplinary action of two (2) or fewer suspension days by requesting a review by the Town Administrator. Such appeal must be filed in writing by the aggrieved officer within five calendar days of such disciplinary action. The employee shall have the right to Union representation at the hearing and shall have a full opportunity to provide such information as he/she wishes. The Town Administrator shall schedule the requested hearing within ten (10) days, or as soon after that that all parties are available (but in all cases not to exceed thirty days), after receiving

the written request. The Town Administrator shall render a decision within five (5) days after the end of the hearing. The officer may appeal the decision of the Town Administrator only to the Town Council which shall have the final and binding decision on all parties.

Section 4 - Remedies.

No remedy imposed by an arbitrator shall require the payment of wages for time not worked except in cases where there is no other feasible remedy for the violation found. No award of back pay shall be retroactive to a date more than three (3) days next preceding the filing of the grievance upon which the award is based. Any such award shall be based upon the grievant's regular straight-time rate of pay and a workweek consisting of the grievant's normally scheduled hours. The award shall be reduced by wages and wage substitutes (such as unemployment compensation, TDI, etc.) earned by him or her.

Section 5 - Individual Hearings.

Except as otherwise mutually agreed, an arbitrator selected according to the foregoing procedures shall hear and decide one grievance and one grievance only.

Section 6 - Finality.

The decision of an arbitrator shall be final and binding upon the parties.

XIII. WAGE RATES

Section 1 - Salaries.

Rates of pay for employees shall be as follows:

Start	7/1/2015	7/1/2016	7/1/2017	7/1/2018
End	6/30/2016	6/30/2017	6/30/2018	6/30/2019
Percentage Raise		2.85%	3.00%	3.00%
			Patrol	
Step 1	\$42,985	\$44,210	\$45,536	\$46,902
Step 2	\$47,033	\$48,373	\$49,825	\$51,319
Step 3	\$50,206	\$51,637	\$53,186	\$54,782
Step 4	\$54,040	\$55,580	\$57,248	\$58,965
Step 5	\$56,091	\$57,689	\$59,420	\$61,202
			Detective	
Step 1	\$56,527	\$58,138	\$59,883	\$61,679
Step 2	\$58,082	\$59,737	\$61,529	\$63,375
Step 3	\$59,679	\$61,380	\$63,221	\$65,118
			Corporal	
Step 1	\$56,964	\$58,588	\$60,345	\$62,156
Step 2	\$58,600	\$60,270	\$62,079	\$63,941
Step 3	\$60,296	\$62,015	\$63,875	\$65,792
			Sergeant	
Step 1	\$61,529	\$63,283	\$65,181	\$67,137
Step 2	\$63,298	\$65,102	\$67,055	\$69,067
Step 3	\$65,143	\$67,000	\$69,010	\$71,080
			Lieutenant	
Step 1	\$66,474	\$68,369	\$70,420	\$72,533
Step 2	\$68,303	\$70,249	\$72,357	\$74,527
Step 3	\$70,181	\$72,181	\$74,346	\$76,577

*Progression from Step 1 to Step 2 after one year at

Step 1 upon recommendation of Chief; Progression from Step 2 to Step 3 after 1 year at Step 2 upon recommendation of Chief; and so on; Progression to Step 1 at conclusion of Probation upon recommendation of Chief and appointment as permanent police officer by the Council.

**Step 2 shall be reached upon the employee's second anniversary in rank of Detective with the Richmond Police Department. Step 3 shall be reached upon an employee's fourth anniversary in such rank.

***Step 2 shall be reached upon the employee's second anniversary in rank of Corporal with the Richmond Police Department. Step 3 shall be reached upon an employee's fourth anniversary in such rank.

****Step 2 shall be reached upon the employee's second anniversary in the rank of Sergeant in the Richmond Police Department. Step 3 shall be reached upon an employee's fourth anniversary in such rank.

^Step 2 shall be reached upon the employee's second anniversary in the rank of Lieutenant in the Richmond Police Department. Step 3 shall be reached upon an employee's fourth anniversary in such rank.

Section 2 - Premium Pay.

Premium pay shall be granted as required by law. The

parties understand that there shall be no pyramiding of premium pay.

Section 3 - Shift Differential.

Effective July 1, 2013, employees working the second shift will be paid an additional ten (10) cents per hour and those working third shift will be paid an additional twenty (20) cents per hour. Shift differential shall only apply to officers regularly scheduled to the shift. Shift differential pay shall not apply to fill in officers working the above shifts on an overtime basis.

Section 4 - Longevity Pay.

After four years of service, employees will receive 3% of base salary as longevity pay.

In addition, effective July 1, 2016 employees will receive annually in the pay period following their anniversary dates a payment as follows:

10th anniversary through 12th anniversary 2%
13th anniversary through 17th anniversary 2.5%
18th anniversary through 24th anniversary 4%
25th anniversary and beyond 5%

Section 5 - Clothing Allowance.

(a) The Town will provide replacements for all uniform items and equipment, required by the Town or approved

for replacement by the Chief, when it is necessary to replace them due to wear and tear or damage incurred, not due to intentional mistreatment or gross negligence of the officer. Such replacements shall be obtained through vendors designated by the Town, upon prior approval by the Chief, via a voucher system. The Town will also provide uniform cleaning and maintenance services through a vendor or vendors designated by the Town. Any items replaced shall be returned to the Chief. Employees leaving the employ of the Town shall return all equipment and all uniform items purchased by the Town except shirts and pants.

During the 2000-2001 contract year, officers may order initial issue uniform items and/or initial issue equipment items, upon prior approval by the Chief, from vendors designated by the Town and the Town will pay for up to \$500 per officer for such uniform items pursuant to a purchase order system. If the officer chooses to order items over this amount, as initial issue items, the officer will pay the excess above \$500. Probationary police, upon successful completion of their probationary period, shall be permitted to do the same (effective July 1, 2013 this amount for such new officers shall be increased to \$1,300) during the 12 months following completion of the probationary period.

(b) The Town will pay for reasonably necessary repairs or replacement of eyeglasses or watches damaged or destroyed in the course of physical action necessitated by an officer's official duties, (normal wear and tear and harm due to routine actions excluded). A written request for repair or replacement shall be submitted to the Chief within one duty shift of the occurrence of the damage if practicable, and the Chief will act promptly to determine whether the request should be granted. The Town will make payment for repair or replacement within thirty days of the Chief's recommendation for same.

(c) The Town will pay for each member of the Department to obtain body armor of a kind and quality acceptable to the Chief, but not to exceed \$750.00 in cost to the Town. The Town shall only be obligated to make such payments at the conclusion of the warranty period for the officer's current body armor, and each officer must notify the Chief of the need to replace the body armor twelve months in advance of the expiration of the warranty period. Officers will be required to wear the body armor when they are on duty. Upon termination of employment for any reason, officers shall return to the Town body armor and all other uniform and equipment items pertaining to their employment as police officers.

(d) Upon appointment to the rank of Detective an employee will receive up to seven hundred fifty dollars (\$750.00) for the purchase and maintenance of approved work clothing, to be paid upon presentation of receipts for articles of clothing purchased by the employee. Upon request by a member holding the rank of Detective, the Chief shall authorize up to \$400 per year for the purchase of new work clothing and/or necessary expenditures for maintenance of work clothing, to be paid upon presentation of receipts satisfactory to the Chief.

(e) Police officers of the Town of Richmond shall be afforded the opportunity to furnish suggestions in the event that a change in uniforms is contemplated.

XIV. MEDICAL BENEFITS

The Town, in its discretion, may offer to employees one or more group health care programs. The Town will provide the employees covered hereby with the same health care programs, on the same terms as it provides other Town employees pursuant to the Personnel Rules, as they may be amended from time to time. The Town may choose any health care provider as long as the health care plan provides equal or better coverages as those listed below:

Healthmate Plan 8467	
Deductable	
Individual	\$ 250
Family	\$ 500
Out-of-Pocket Maximum	
Individual	\$ 6,350
Family	\$ 12,700
Coinsurance	
In-Network	0%
Out-of-Network	20%
Copay	
Primary Care Physician	\$ 15
Specialist	\$ 25
Allergy/Dermatology	\$ 25
Emergency Room	\$ 100
Urgent Care Cener	\$ 25
Pharmacy Cost	
Tier 1	\$ 5
Tier 2	\$ 15
Tier 3	\$ 30
Tier 4	\$ 30
Mail Order 90-day Supply	
Tier 1	\$ 13
Tier 2	\$ 38
Tier 3	\$ 75
Rider	
Wellness Works	\$ -

Prior to implementation of any co-pay provision, the Town agrees to meet and discuss such with the Union.

During the period from 7/1/99 through 6/30/03, the Town will include Healthmate Coast to Coast as one of the plans

offered, provided Blue Cross/Blue Shield of Rhode Island continues to offer it, and Delta Dental Levels 1, 2, and, effective 7/1/01, Levels 1, 2, 4. Employees shall contribute to the cost of healthcare and dental insurances at the same rate previously established for the 2000-01 contract year.

Commencing 7/1/01, employees employed as of 7/1/00 will contribute 10% of such cost, except that employees who were on an individual plan on 7/1/00 and remain on an individual plan shall not contribute while they remain on an individual plan. Employees hired on or after 7/1/00 will contribute 15% of such cost. Effective July 1, 2013 an employee hired prior to July 1, 2013 shall have a co-pay as listed below:

Effective July 1, 2013, those hired after July 1, 2013 will have a co-pay of 20% of medical plan cost.

Effective July 1, 2016, those hired prior to July 1, 2013 will have a co-pay of 17% of medical plan cost. For only those hired before July 1, 2013, there will be a one-time payout, payable on the August 12, 2016 payday, equal to \$200 for those with family coverage and \$75 for one-party coverage.

Note: Fiscal 2017 is defined as July 1, 2016 through June 30, 2017 with other fiscal years defined in a similar fashion.

XV. TRAINING ACADEMY COSTS

The parties understand that probationary police officers, within ninety days of appointment as such, are required by the Town to execute an agreement in form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town in association with their attendance at the Municipal Police Academy in the event that they voluntarily leave employment with the Town within one year of graduation from the Academy, that they repay two-thirds of all such sums if they voluntarily leave the employ of the Town more than one year but less than two years after graduation from the Academy and that they repay one-third of all such sums in the event that they voluntarily leave the employment of the Town more than two years but less than three years after graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be salary paid to the officer while attending the Academy, the cost of books, tuition, uniform, other school materials and the costs incurred by the Town in collecting such sums from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period.

XVI. DEATH BENEFITS

Section 1 - Burial Expenses. The Town agrees to defray all funeral and burial expenses for any member of the Local killed in the line of duty up to a maximum of \$5,000.

Section 2 - Beneficiary. The Town agrees to pay the spouse or other named beneficiary of any member of the Union who dies, all accrued vacation time, compensation time and the regular hours for which the Local member has accrued during the regular pay period until the Local member's death at the member's respective rate of pay at the time of his/her death.

Section 3 - Life Insurance. The Town will purchase a \$50,000 insurance policy covering the loss of life of each employee suffered from an injury, infectious disease or heart or circulatory malfunction due to (1) activity which is within the scope of the employee's normal duties under authority granted by the Town, including travel to and from such activity and (2) emergencies where immediate action is required of the employee and coverage would have applied had the employee been on duty.

XVII. SCHOOLING

Section 1 - Travel. If a member is ordered to attend a school or seminar that is not necessary for qualification, certification or licensure essential to his/her duties as a police officer, then the Town will either make a vehicle available for travel to and from the seminar, or else will pay

the federal IRS approved mileage rate from the employee's home or from the Police Station, whichever is less, to the place of education.

Section 2 - Opportunity.

Whenever practicable, the Chief will offer outside schools and seminars to members before offering them to special officers.

Section 3 - Recertification on Breathalyzer.

Members required to certify or re-certify on the breathalyzer outside their normal tour of duty, will be compensated at the rate of one and one-half times (1.5) their salary with a two (2) hour minimum.

Section 4 - Training Ammunition and Targets.

The Town will furnish, upon request by an officer, up to 200 rounds of training ammunition and necessary targets per year for practice in the Town range off duty.

Section 5 - Annual Training.

All officers will be afforded 24 hours of schooling and/or seminars and/or in-service training opportunities each year. If the employee is scheduled to work during the hours of any such approved training, he/she shall be allowed time off to attend.

Section 6 - BCI Training.

An employee in the rank of Detective shall complete the Rhode Island BCI training course offered at the University of Rhode Island or a similar BCI training course within twelve (12) months of obtaining such rank. The Town will pay the tuition to attend such course and allow the employee time off to attend.

XVIII. POLICE VEHICLES

Section 1 - Spotlights. All new police vehicles are to be supplied with driver's side spotlight.

XIX. RETIREMENT

Section 1 - Pension.

The Town will, as soon as practicable, take all steps necessary to enroll the members of the Department in the Optional Retirement for Police and Fire Fighters as set forth in Chapter 45-21.2 of the General Laws of Rhode Island, with benefits pursuant to Section 45-21.2-6 thereof. The Town will take all steps necessary to have introduced for passage in the General Assembly during the 2006-07 contract year legislation that will permit Officers to retire after twenty-two years of service to the Town at 50% of the final three years' average compensation (i.e., at the same benefit currently provided for a twenty-five year pension). If such legislation is enacted, the twenty-two year pension will become effective July 1, 2008. If

it is not enacted, the parties agree to reopen negotiations on the pension issue for the contract year beginning July 1, 2008.

Section 2 - Disability

Any employee suffering a job related illness or injury, shall, after twelve continuous months of absence from work due to disability, or eighteen months in any twenty-four month period, apply for disability pension pursuant to 45-21.2-9, and, if granted an accidental disability retirement allowance, shall be retired. Nothing in this Agreement is intended to limit the Town's or the employee's right to petition the State Retirement System for disability retirement for a disabled employee at any time.

XX. TITLES

None of the titles of Articles or sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

XXI. ALTERATION OF AGREEMENT

Section 1 - Alteration In Writing.

Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 2 - No Other Agreements.

The parties acknowledge that they had full and ample opportunity to bargain over any and all subjects prior to execution of this Agreement. There are no agreements between the parties except those expressly and explicitly set forth herein. To the extent that this contract is silent on any point, it is intended that the Town retains full and complete discretion to act unilaterally to create, alter, abolish or modify conditions, just as it had prior to the time at which Local 425 became the bargaining representative of the employees covered hereby.

XXII. ENTIRE AGREEMENT

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from

the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

There are no other agreements between the parties.

Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

XXIII. NO STRIKES

The Local and employees will not cause, call, encourage or sanction any strike, work stoppage, sickout or slowdown, nor will the Union or any employee give assistance, encouragement or support to any concerted activity directed against the Town or any of its officials or managers. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this contract and that the appropriate remedy for a violation of this Article is

termination of employment.

XXIV. DURATION OF AGREEMENT

This Agreement shall be for a period commencing July 1, 2016 and ending June 30, 2019.

IN WITNESS WHEREOF, the Town of Richmond has caused this instrument to be executed and its corporate seal to be affixed by Henry R. Oppenheimer of the Town Council, thereunto duly authorized by the Town Council of the Town of Richmond, as of the day and year first above written; and the said Local 425, International Brotherhood of Police Officers, has caused this instrument to be executed by William Little, its President and Bryan Donohue, its Secretary, thereunto duly authorized as of the day and first above written.

TOWN OF RICHMOND

LOCAL 425, INTERNATIONAL
BROTHERHOOD OF POLICE
OFFICERS

Henry R. Oppenheimer

William Little
President
Bryan Donohue
Secretary