

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of the 1<sup>st</sup> day of July 2010 by and between the Town of Scituate (Town) and Scituate Local 502, International Brotherhood of Police Officers (Union).

WHEREAS the Town and Union have negotiated a collective bargaining agreement for the period beginning July 1, 2010 and ending June 30, 2011 (CBA) in which the Union has agreed to accept no increases in salaries for all members of the bargaining unit; and

NOW THEREFORE in consideration thereof and intending to be legally and equitably bound, the Town and Union agree as follows:

1. Notwithstanding the contrary provision in Article XIV Section 1 in the second paragraph on Page 24 of the CBA and in the Summary of Benefits appended thereto, for the duration of the CBA, officers shall continue to pay a \$10.00 co-payment for office visits to specialists, a \$10.00 co-payment for urgent care center visits, and a \$25.00 co-payment for emergency room care.
2. The Town shall, within the term of the CBA, provide officers with two (2) additional days off with pay subject to the following terms, conditions and procedures.
  - These additional days off shall be denominated and indicated only as "OTHER" day(s) off.
  - The SPD Personnel Action Form currently includes the category known as "OTHER" and that category shall be used for each of these additional days off.
  - Use of these additional days off in the "OTHER" category creates a temporary, separate and distinct day off classification from those currently enumerated in the CBA (i.e. Vacation, Personal, Compensatory, etc.).
  - Any further use, beyond what is enumerated herein of the "OTHER" day off category of the Personnel Action Form shall include the type of day-off request under the heading, "explanation of action requested".
  - This temporary day-off category for the two (2) additional days off with pay provided herein shall neither eliminate nor supersede any existing protocol or practices pertaining to the day-off authorization process, i.e. use of the proper SPD form, following the proper chain-of-command, etc.
  - Day off requests shall not cause overtime and if, at any time, a day off request would result in overtime, then the request shall be denied and the officer requesting the time off shall be responsible for the shift.
  - Requests for days off shall be made no less than two (2) hours in advance of the duty shift. The SPD Personnel

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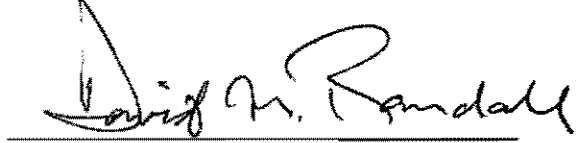
Action Form shall be completed and submitted by an officer making a request to use a day off as soon as possible. The "OTHER" category on the SPD Personnel Action Form shall be used and noted, and said form shall be completed, signed and dated only by the officer seeking the time off.

- Approval of each request for these additional days off shall be required from the Chief of Police or his designee.
- The two additional days off provided herein shall only be allowed and granted during the term of the CBA, shall not become a right, benefit or entitlement in any successor collective bargaining agreement to the CBA, and shall not be accrued or carried over beyond June 30, 2011.
- Day off requests shall not be considered for Day or Night shifts off on a state or federal holiday.
- Any decision or determination of the Chief of Police or his designee pertaining or related to requests for these additional days off shall be final and binding and shall not be subject to the Grievance and Arbitration Procedures in Article XI of the CBA.

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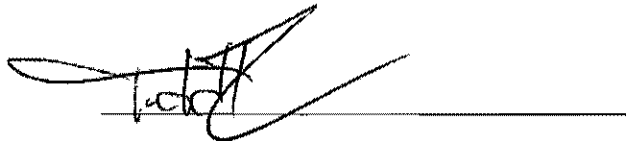
  
TOWN COUNCIL PRESIDENT

EXECUTED IN THE PRESENCE OF

  
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INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS, SCITUATE  
LOCAL 502  
BY

  
ITS PRESIDENT

  
\_\_\_\_\_

TOWN OF SCITUATE  
RHODE ISLAND  
INTERNATIONAL BROTHERHOOD  
OF  
POLICE OFFICERS  
SCITUATE LOCAL 502

COLLECTIVE  
BARGAINING  
AGREEMENT

JULY 1, 2010

THROUGH

JUNE 30, 2011

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## INTRODUCTION

This Agreement is entered into as of the 1<sup>st</sup> day of July 2010 by and between the Town of Scituate (hereinafter referred to as "Town" or "Employer") and the Scituate Local 502, International Brotherhood of Police Officers (hereinafter referred to as "Union" or "I.B.P.O."). This collective bargaining agreement (hereinafter "Agreement"), is entered into pursuant to the authority granted by the *Rhode Island General Laws Title 28, Chapter 9.2, §1, et seq.* known as the *Municipal Police Arbitration Act*, as amended.

## ARTICLE 1

### SECTION 1 RECOGNITION

The Town hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative for all full time permanent police officers from the rank of Patrolman up to and including police officers holding the rank of Sergeant for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay and other terms and conditions of employment.

The words, "member", "members of the bargaining unit", "employee", "officer", "police officer" or "Patrolman" (or the plurals thereof) when used in this Agreement shall mean all of the officers described in the preceding paragraph.

All references to an employee covered by this Agreement as well as the use of the pronoun "he" are intended to include both genders. When the male gender is used, e.g. "Patrolman", it shall be construed to include male and female officers.

### SECTION 2 NONDISCRIMINATION

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex, sexual orientation, sexual identity, age, country of ancestral origin or any other prohibited bases of discrimination.

The Union shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Union. The Union further agrees that

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it shall not discriminate, intimidate, harass, coerce or retaliate against an employee who refrains from engaging in any activities of the Union.

The Town agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union, or on account of his membership in, or activities on behalf of, the Union.

### SECTION 3 UNION SECURITY

All full time, permanent officers of the Scituate Police Department ("SPD") shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent.

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

The Union agrees to accept into membership every employee covered by this Agreement who renders dues and initiation fees as a condition of acquiring and retaining membership.

If an employee is promoted from the bargaining unit to the position of Chief or Deputy Chief, he shall have the right to revert to his former rank at any time within one (1) year after his promotion, provided he has not completed twenty (20) years of service at the time.

### SECTION 4 DUES DEDUCTION

Upon receipt of authorization from the members of the Union who sign deduction cards, the Town will deduct dues and fees and make them payable to the Union. The Town shall forward to the Union the monies so deducted by the fifteenth (15) day of the month following such deduction.

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The Union shall indemnify and hold harmless the Town and any of its agents, representatives and employees performing required duties of the Town against any and all claims, suits, orders and judgments of any nature brought or issued against the Town as result of its compliance with the dues and service fee provisions of this Agreement, including, without limitation, all costs of litigation and reasonable counsel fees.

SECTION 5 TIME OFF WHILE PERFORMING UNION DUTIES

An employee who is a member of the Executive Board of the Union shall be allowed reasonable time off for official Union business including collective bargaining, grievance adjustment, grievance arbitration, interest arbitration, disciplinary representation of members, attendance at regional and/ or state I.B.P.O. meetings and other reasonably necessary responsibilities, with pay and without the requirement to make up said time, if there is sufficient manpower available to cover said employee as determined by the Chief of Police and provided that such time off does not result directly or indirectly in overtime compensation or any other premium for any employee of the Town.

ARTICLE II  
MANAGEMENT RIGHTS

Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all authority, power, rights, jurisdiction and responsibilities for the management and the direction of the officers of the SPD are vested, retained and reserved exclusively to the Town, including but not limited to: the right to direct, hire, retire in accordance with the "Town of Scituate Retirement Plan for Police Department Employees", layoff, transfer and assign employees of the bargaining unit, or to suspend, demote, discharge or otherwise discipline said employees for cause, or to relieve employees from duties because of lack of work or economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which law enforcement and public safety operations are to be conducted; to determine the number of employees assigned to any work or operations; to establish reasonable performance standards and to review employees under these standards; to determine the equipment to be used; and to make technological changes.

No provision of this Agreement shall be construed or applied in derogation of any authority granted to the Town by law.

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### ARTICLE III

#### POLICIES, GENERAL ORDERS, RULES AND REGULATIONS

Except to the extent there is contained in this Agreement express and specific provisions to the contrary, the Town may promulgate such policies, general orders and rules and regulations governing the conduct of SPD personnel and its public safety and law enforcement functions as it deems advisable. The rules and regulations governing the SPD shall be adhered to by all members of the Union and all employees covered by this Agreement. All members of the SPD may suggest future orders for the SPD by submitting their suggestions in writing to the Chief of Police. Such suggestions shall be given due consideration by the Chief of Police and if deemed advisable, may be adopted. No suggestion, in violation of any law, regulation or ordinance, will be considered.

### ARTICLE IV

#### COMPOSITION OF POLICE DEPARTMENT/VACANCIES/PROMOTIONS

##### SECTION 1 COMPOSITION OF DEPARTMENT/PROBATIONARY PERIOD

The Town Council may appoint at any regular meeting as a permanent police department, such police officers including a Chief of Police and Deputy Chief of Police, for service in said town as by ordinance the council may from time to time determine and the members of said department shall hold their respective offices until vacated by death, resignation or retirement except as hereinafter provided. The Town Council may increase or diminish the number of such police officers whenever, in its sole discretion, it deems necessary

All newly appointed officers shall serve a probationary period of fifteen (15) months from the date of appointment. The date of appointment shall be the date upon which the officer is appointed by the Town Council and authorized to attend the Rhode Island Municipal Police Training Academy. It is expressly understood and agreed that no officer may grieve or arbitrate the imposition of any discipline (e.g. counseling, oral warning, oral reprimand, written reprimand, suspension) or his discharge from employment with the Town during his probationary period or any extension thereof. The

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Union covenants that it shall not process any grievance prohibited under this section nor shall it submit a demand to arbitrate any such grievance.

## SECTION 2 PROMOTIONS

1. Promotions to the ranks of Corporal and Sergeant shall be made on a competitive basis. No officer may be eligible for a promotion to the rank of Corporal or above until he has completed five years of service from date of appointment.

Any officer previously accepted into the SPD without the educational requirements shall be permitted to take any examination for promotion to a higher rank even though a regulation may now state an educational requirement.

2. Consistent with Paragraph 1 of this section, the promotional process shall consist of the following components:

a. A written examination prepared by a professional testing agency selected by the Chief of Police shall be given to all aspirants who shall be in attendance at the same time;

b. An oral examination of all aspirants will be given within one (1) week of the written examination, such examination to be administered and scored by three (3) members of other police agencies with a rank higher than that tested.

c. The written examination shall be constructed so that no more than fifty-five (55) points may be attained. The oral examination shall be constructed so that no more than thirty (30) points may be attained. Seniority credits, (one-half (1/2) points per year of service) may be attained to a maximum of ten (10) points. Up to five (5) points may be awarded by the Chief of Police in his discretion based on articulable facts. Each candidate shall be given an opportunity to review his award of points with the Chief of Police.

d. Promotions shall be made from the top two (2) officers on the promotional list. The promotional list shall have a duration of two (2) years from the date of posting; provided however, if that list is limited to one individual, the Town may commence the process of creating a new promotional list.

e. Testing for vacancies in supervisory ranks will commence within thirty (30) days after a vacancy occurs. A vacancy shall be deemed to have occurred on the day following an employee's removal from the payroll.

ARTICLE V  
SENIORITY AND LAYOFFS

SECTION 1 SENIORITY

The members of the SPD shall have seniority rights and said 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 one (1) week, said senior officer shall not be permitted a choice of more than one (1) week 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 patrolmen shall choose vacation by seniority, that being the length of time said patrolman has been a member of the department from date of appointment (as set forth in Article IV, Section 1). (Under a three and three schedule one person, supervisor or patrolman on the same shift, may be on vacation at the same time. The Chief of Police may approve a second officer on vacation per shift, at his discretion.)

c. Patrolman seniority shall be determined by the length of time said patrolman has been a member of the department. In the event that more than one (1) officer is appointed on the same day, the class standing shall determine seniority.

d. Transfers between shifts shall be by seniority subject to discretionary approval of the Chief of Police. Emergency transfers may result in response to unusual circumstances such as, but not limited to, extended injury or illness.

e. A seniority list shall be posted on the bulletin board within the police station.

SECTION 2 LAYOFFS

In the event of layoffs, employees shall be laid off in order according to seniority.

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Two weeks notice of lay-off shall be given to all employees so affected. Affected employees will remain on a preferential reemployment list for a period of two (2) years from the date of lay-off.

In the event of recall, the order of lay-off described above shall be reversed.

#### ARTICLE VI

#### HOURS OF EMPLOYMENT/OVERTIME/CALL BACK/COURT TIME/SPECIAL DETAILS/MINIMUM STAFFING/SAFE VEHICLES/NEW VEHICLES/EQUIPMENT/VEHICLE EQUIPMENT/SCHOOLS/SEMINARS

#### SECTION 1 HOURS OF EMPLOYMENT

The basic work week shall consist of a three and three schedule which is defined as three (3) consecutive twelve (12) hour days (0700 - 1900 hours), or three (3) consecutive twelve (12) hour nights (1900 - 0700 hours) on, and three (3) consecutive days or nights off, respectively. For the purpose of this Agreement, work is defined as any time a police officer is on active duty required to be at the station, traveling from home and returning to home after being called back in case of an emergency, or is required to be present in a court of law as part of his duties.

All scheduled work hours shall be prepared and posted in the SPD. In the event that it becomes necessary to change the scheduled work hours for any groups, the parties hereto shall make every effort to agree mutually on the hours of said schedule and fix the hours subject to the grievance and arbitration provisions of the Agreement. In the event that a majority of the members of the Union in attendance vote to request a new or experimental work schedule, they may make a request to the Chief of Police in accordance with the vote. The Chief of Police may, in his discretion, approve the new or experimental schedule. If an experimental schedule is subsequently not to the satisfaction of the Town or the Union (by majority vote of the members of Union in attendance), the original work schedule will be returned.

Any police officer who wishes to change his days off or vacation may either request his superior in charge for a change or may substitute with another police officer of equal rank provided such substitution is approved in advance by the superior officer. Such approval shall not be unreasonably withheld.

The hours of an employee work schedule, normally, shall not be changed without

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at least eight (8) hours notice in advance. This shall not affect the SPD's call back policy as provided further within this Agreement.

Failure to give such eight (8) hours notice shall not be an excuse for an employee from reporting for duty but such failure shall be construed as call back and subject to call back provisions.

## SECTION 2 OVERTIME

All employees covered by this Agreement who are required to work beyond their normally assigned work schedule on any given day, shall be paid at the rate of time and one-half for each hour worked or at time and one-half if requested in compensatory time which may be accrued to a maximum of forty (40) hours.

## SECTION 3 CALL BACK

Employees called back to work in an emergency shall be compensated for a minimum of four (4) hours and shall be paid time and one-half if requested monetarily or time and one-half if requested in compensatory time at the discretion of the Chief of Police which may be accrued to a maximum of forty (40) hours.

Employees required to be called back on their day off or non-duty time for Breathalyzer Certification shall be compensated at the rate of one (1) hour of overtime.

## SECTION 4 COURT TIME

Employees required to attend court hearing or called back to the station for court hearing during scheduled vacations or scheduled off duty time, shall be compensated for not less than four (4) hours on the basis of time and one-half for each hour in such attendance.

Time "in such attendance" shall be defined to include the amount of time usually and ordinarily required to travel between the police station and the court, and back again.

## SECTION 5 SPECIAL DETAILS

a. Parades and town details - any employee required to parade or work a detail for the Town outside his regular work hours shall be paid as per call back in Section 3 above. Town non-profit organizations requesting a detail during weekend hours will be charged the weekday detail rate of \$35.00 per hour. In addition, a \$5.00 hourly administrative cost will be charged. Should a detail be cancelled less than two (2) hours before its scheduled starting time, then an officer shall be paid a minimum of four (4) hours and the \$5.00 hourly administrative cost shall also be charged for said four (4) hours.

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b. In any matter where the employee is assigned to a detail not covered by paragraph (a) of this section, the rate of pay shall be the rate of \$37.50 per hour with a minimum of four (4) hours plus an hourly administration charge of five dollars (\$5.00).

If a scheduled detail does not indicate a stop time beyond four (4) hours, then any work performed beyond four (4) hours but less than eight (8) hours shall be compensated at no less than eight (8) hours. This minimum payment of eight (8) hours shall not be paid if a vendor specifies the scheduled time to be worked beyond four (4) hours.

After eight (8) consecutive hours the rate will change to time and one half of the detail rate.

The Saturday and Sunday rate will be at time and one half of the detail rate.

On specified Holidays, identified by an asterisk (\*) in the PAID HOLIDAYS Article, the rate will be double the detail rate.

c. Whenever any member of the SPD is injured while on special detail he shall be compensated by the Town only to the extent that he is covered by the provisions of Title 45, Section 19, Paragraph 1 of the General Laws of the State of Rhode Island, 1956, as amended in those circumstances.

d. Any detail so assigned after noontime on Christmas Eve or New Year's Eve shall be paid at the Holiday rate set above.

e. In determining hours worked, any period of time worked in excess of twenty (20) minutes, shall be considered as one full hour.

f. All details shall be authorized and assigned by the Chief of Police who shall make an effort to make such assignments on a rotating basis insofar as practicable, with priority to full-time police officers. He shall provide the President of the Union on a weekly basis with a list of details of the prior week containing the names of all members who were assigned. A copy shall be retained by the Chief of Police.

g. At least two (2) officers shall be assigned to any detail which requires the control

of the gathering of one hundred or more people. The senior officer on the special detail shall have the authority to engage additional men, if in his opinion and that of the Officer-in-Charge on duty, more help is needed and it shall be at the expense of the organization holding the event.

h. Special details earnings will be paid by the Town in the regular check, during the pay period when the detail is performed.

i. Officers working special details are expected to adhere to and conduct themselves in accordance with the policies, general orders and rules and regulations of the SPD as referenced in Article III of the Agreement.

#### SECTION 6 MINIMUM STAFFING

Consistent with Chapter 231 of Rhode Island's Public Laws as well as Town Ordinance adopted July 9, 1970, relating to a permanent Police Department, the Town Council acknowledged its obligation to provide police services to the people of the Town. The Town Council will therefore endeavor to fulfill its public trust and obligation to the people by making appropriate numbers of police officers available at appropriate times in fulfillment of this statutory obligation.

a. The Town agrees that the SPD will assign a minimum of two (2) patrols to each and every duty shift, except on every Thursday, Friday and Saturday between the hours of 19:00 hours through 01:00 hours where an additional officer will be added to the minimum bringing the staffing level to no less than three (3) patrols. The additional officer cannot be ordered to work for the purposes of filling this additional position. In the event that the Town cannot fill this vacancy, the Union agrees that the two (2) patrol minimum will remain.

All overtime will be filled in accordance with the provisions set forth in Article VI, sections 2 and 3.

b. The duty shifts shall be filled by regular, uniformed police officers in marked patrol cars. Any vacancy or vacancies on any shift caused by the absence of the police officer assigned thereto shall be filled by regular police officers of the Town if possible.

c. In the event that such police officer elects not to accept the assignment to fill such vacancy or vacancies, then, and only in such an event, may the Chief of Police order back a regular police officer to fill such vacancy or vacancies by the assignment of his choice

of a special officer.

#### SECTION 7 SAFE VEHICLES

The Town agrees that no member of the bargaining unit shall be required to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. All equipment which an officer believes is not mechanically sound or properly equipped shall be appropriately reported to a superior officer and it will not be used by other drivers until it is checked by a state licensed inspector.

If after the vehicle is checked by a state licensed inspector, the officer still feels the vehicle is unsafe, a second state inspector shall be required to inspect the vehicle in question.

The Town agrees that it will maintain in proper working order any and all equipment on vehicles.

#### SECTION 8 NEW VEHICLES

The Town agrees that all future replacement police vehicles shall be equipped with radial tires consistent with the manufacturer's specifications.

#### SECTION 9 EQUIPMENT

All new police officers shall be issued the following equipment:

- 1 - Trooper's winter cap - fur earflaps
- 1 - Hat (winter)
- 2 - Black ties
- 2 - Shirts (winter)
- 2 - Shirts (summer)
- 2 - Trousers (winter)
- 2 - Trousers (summer)
- 1 - Winter coat
- 1 - Black/orange rain coat, rain hat, rain boots
- 1 - Pair black winter gloves (gauntlet)
- 1 - Handcuffs (S&W or Peerless)
- 1 - Sam Brown belt
- 1 - Garrison belt
- 1 - Night stick
- 1 - Expandable baton with holder

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- 1 - Whistle w/ black cord
- 1 - Rules and regulations book
- 1 - Hat badge
- 1 - Coat badge
- 1 - Shirt badge
- 1 - SIG SP2340 semi automatic pistol.
- 6 - Flex cuffs

The Town agrees to replace all equipment damaged in the line of duty, not as a result of an officer's carelessness.

Any changes or additions in equipment required by the Town shall be at the expense of the Town.

#### SECTION 10 VEHICLE EQUIPMENT

The Town agrees that in addition to all equipment required by the Rhode Island State Law, all police vehicles shall be equipped with:

- a. 1 12 GA. police shotgun with 10 rounds of ammunition.
- b. 1 box of factory rounds of ammunition to be kept in the glove compartment of the vehicle.
- c. Working spotlight.
- d. All new marked police vehicles will be equipped with prisoner cages.
- e. Each patrol shall be equipped with a working portable two-way radio.
- f. Air conditioning.

#### SECTION 11 SCHOOLS/SEMINARS

The Town agrees that when a school or seminar is offered by the Chief of Police to the members of the SPD, a notice of this school or seminar will be posted in advance. Officers who apply will be chosen from a rotating list maintained by the Chief. In the event that a school required a prerequisite or is job specific, the qualified applicants would be chosen from the rotating list.

ARTICLE VII  
CLOTHING

Commencing on the first pay period in the month of May, 2011, all employees of the SPD shall be paid in the amount of One Thousand (\$1,000.00) dollars for clothing maintenance.

The Town shall supply an annual clothing allowance not to exceed Six Hundred and 00/100 (\$600) dollars by April 15<sup>th</sup> of each year of this Agreement, paid directly to the vendor for the purchase of equipment required to be used by employees.

All members of the SPD shall during their regular working hours wear the prescribed uniform unless otherwise advised by the Chief of Police.

ARTICLE VIII  
PAID HOLIDAYS, PERSONAL DAYS, VACATION, FLEXIBLE BENEFIT PLAN

SECTION 1 PAID HOLIDAYS

The following holidays shall be paid holidays for all members of the SPD. Holiday pay shall be at the rate of .30 of the employee's weekly base salary (excluding overtime) and shall be paid to each employee over and above his salary, whether he works the holiday or not.

New Years Day*	Martin Luther King Day*	Birthday
Presidents' Day*	R.I. Independence Day	
Police Memorial Day	Memorial Day*	
Independence Day*	Labor Day*	
Columbus Day	Veterans Day*	
Thanksgiving Day*	Christmas Day*	

\* Details paid at the holiday rate.

SECTION 1A PERSONAL DAYS

All members of the SPD shall be allowed three (3) working days of absence with pay each contract year, to be used within that year. There shall be no carry over or accrual.

SECTION 2 VACATIONS

All members of the SPD who in any given calendar year on the anniversary of their date of appointment have reached the following years of service, shall be granted the following vacation days.

<u>Years of Service</u>	<u>Days Vacation</u>
1 - 3	10
4 - 6	16
7 - 10	18
11 - 13	20
14 - 16	22
17+	25 maximum

Effective July 1, 2004, all members of the SPD who in any given calendar year on the anniversary of their appointment have reached the following years of service, shall be granted the following vacation days.

<u>Years of Service</u>	<u>Days Vacation</u>
1-3	11
4 - 6	16
7-10	19
11-13	20
14 - 16	22
17+	26

Any officer may opt to carry over up to seven (7) days vacation from one calendar year to the next.

SECTION 3 FLEXIBLE BENEFIT PLAN

All members of the SPD will have the option to avail themselves of the extended benefits offered with the Town's Flexible Benefit Plan. The Town will continue, without diminution, any and all benefits which are otherwise part of this Agreement. The choice to either continue benefits exactly as they are afforded under the current contract or to change or improve on those benefits as is allowed under the Flexible Benefit Plan will belong entirely to each individual police officer.

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ARTICLE IX  
ILLNESS AND INJURY/SICK LEAVE BUY BACK UPON RETIREMENT/  
ANNUAL SICK LEAVE BUY BACK/

SECTION 1 ILLNESS AND INJURY

a. Members of the SPD who shall contract illness or sustain injury in the line of duty shall be benefited as provided in Title 45, Section 19, Paragraph 1 of the General Laws of the State of Rhode Island, 1956, as amended.

b. Any member covered by paragraph (a) of this section shall be permitted the physician of his choice and the hospital of his choice, covered by the health insurer provided by this Agreement, or if his condition prevents him from making such a decision, the choice shall be made by his nearest relation available at the time.

c. Any injury, whether treated or not, shall become a permanent part of the record of the SPD. Any worsening of an injury shall entitle a member to the benefits of this article if the law is applicable.

All injuries, illnesses and recurrences thereof, shall be reported as required by SPD rules and regulations.

d. In any case involving injuries, illnesses or recurrences thereof alleged to be connected to the performance of a member's police duty, the Town may reasonably require that a member submit to physical or mental examinations or re-examinations to determine causal relationship, diagnosis, prognosis, or whether or not the member is ready to return to work.

In the event of a dispute as to the nature, extent or causation of an injury, illness or recurrence thereof or as to the medical necessity or reasonableness of medical services and expenses, it shall be resolved in the following manner, during which time the officer will remain on R.I.G.L. 45-19-1 until a decision is rendered by the neutral physician or arbitrator:

A physician designated by the Town and a physician designated by the I.B.P.O. shall select a neutral physician to examine the police officer and review all relevant medical records and invoices. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three physicians shall be controlling; provided however, that the Town or I.B.P.O. shall have the right to have said

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determination reviewed by a single arbitrator in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In all other respects, such an arbitration shall be governed by the arbitration provisions set forth in this Agreement. An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty, shall be prohibited from engaging in outside employment while said incapacity exists if it substantially impedes recovery.

e. The Town agrees that every member shall on January 1, accrue fifteen (15) days of sick leave each calendar year, such leave to be accumulative to a maximum of one hundred eighty (180) days. The Town further agrees that in the event that a member should have a sickness beyond one hundred eighty (180) days, that in the discretion of the Town Council, they may continue to employ said member for an additional one hundred eighty (180) days.

Sick leave shall be defined as leave with pay because of an officer's inability to perform his regular duties caused by personal illness, physical incapacity, non-work related injury (all of which was not voluntarily caused), exposure to a contagious disease or enforced quarantine (when established and declared by the Department of Health or other competent authority for the period of such quarantine only). In circumstances in which a member's spouse or child is ill, sick leave may be discharged from the member's accumulation if attendance upon said member's spouse or child is medically necessary. To be eligible for sick leave under these circumstances for a period longer than three (3) consecutive days, the member may be required by the Chief of Police to submit sufficient medical documentation.

A member who is eligible to discharge leave under the Family and Medical Leave Act of 1993 ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") shall comply with the notice and medical certification requirements of those laws. Should a member discharge paid sick leave under this article for FMLA or RIPFMLA qualifying leave, such paid leave shall be counted against the member's FMLA or RIPFMLA cumulative allowances.

Sick leave will not be allowed unless notification of illness or injury is given to the Chief of Police or his designee by the member prior to the time he is scheduled to start work, absent emergency circumstances, otherwise sick leave shall be denied.

In the event that an officer must take sick leave pursuant to this section for a

period in excess of three (3) consecutive days or in a pattern indicative of suspected abuse, then said officer shall be required to submit a physician's certificate to the Chief of Police.

f. In the case of death of a mother, father, husband, wife, 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 three (3) days leave of absence with pay, and it shall not be deductible from leave set aside as sick leave. Where unusual travel conditions exist, such period may be extended at the discretion of the Chief of Police or his designee in his absence.

In the case of death of a relative 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 Chief of Police or his designee in his absence.

g. The Town agrees that any member suffering a heart condition on or off duty may be carried as injured on duty if appropriate pursuant to R.I.G.L. Section 45-19-1 and such injured on duty shall not be deducted from annual sick leave.

h. The Town agrees to supply not more than one pair of eyeglasses or contacts, at a maximum cost of not more than one hundred fifty (150) dollars, per year to any employee, who due to vision deficiency or change in vision is required to use same after he or she has been appointed a member of the department.

i. In the event that a police officer becomes injured while on duty and is not capable of performing his actual or normal duties, but is capable of being of assistance to the police department, he may be considered for assignment to light duty at the Chief's discretion. Light duty shall be of a nature of acting as a clerk or as a dispatcher or some other type of activity that will not put him in actual physical confrontation with another individual. On light duty, an officer will be considered last for special details, if considered at all. (e.g. An officer is patrolling and is involved in an accident and breaks his foot. He now not capable of going out in the area in a patrol car, but after a few days he would be able to sit at a desk in the station and perform clerical duties.)

In the event that a police officer is off duty and performing some non-related task such as shingling a roof and he falls and sustains an injury, his sick leave will be used but he may be assigned to light duty. He now would be credited with working and he would not expend sick leave.

## SECTION 2 SICK LEAVE BUY BACK UPON RETIREMENT

The Town agrees that upon a members retirement it will buy said member's sick time pursuant to the following formula: [(Number of accumulated sick leave days, not to exceed one hundred eighty (180)) x [(0.50)] x [(0.25 of the base weekly salary at the time of retirement)] = [(\$ amount of sick leave payable by Town to member at retirement)].

## SECTION 3 ANNUAL SICK LEAVE BUY BACK

In January of each year, a member may request the Town to buy back at fifty percent (50%) of value up to fifty percent (50%) of the fifteen (15) day maximum annual accrual not used in the prior year. The value of each sick day is twenty five percent (25%) of a member's weekly base salary. The parties agree that the monies noted herein shall be paid in lump sum checks and are not built into salary base. Moreover, employees must be on the payroll on both the beginning date and ending date in order to be eligible to receive this bonus.

## ARTICLE X

### LEGAL ASSISTANCE/LEGAL COVERAGE

#### SECTION 1 LEGAL ASSISTANCE

In the event any employee covered by this Agreement is sued in any civil proceeding as the result of actions performed by said employee in the performance of his duty as an employee of the SPD, to the extent the claim is not covered by insurance the Town agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee except where such judgment is rendered in a civil suit involving the application of bodily force, wherein the Town has been exonerated; in such case the determination whether or not the Town shall pay the judgment shall be left to the determination of the Town Council. In all cases for which the Town may be liable under this section, the Town may in its discretion settle any case

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provided the amount of such settlement shall be paid by the Town.

## SECTION 2 LEGAL COVERAGE

The Town agrees to furnish insurance coverage, if available, for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, assault and battery as well as physical injury, sickness or disease sustained by a third party negligently caused by an act of the insured in making or attempting to make an arrest. It is further agreed that the Town may have the option of self insuring but it shall remain the responsibility of the Town to protect the employee against any of the enumerated conditions or actions. Except as shall be covered by insurance, there shall be no liability on the part of the Town where liability of the officer is for an intentional rather than a negligent tort.

## ARTICLE XI

### GRIEVANCE AND ARBITRATION PROCEDURES

- a. Definition: Exemption: Exclusivity. A grievance is a dispute between the member (or the Union) and the Town which involves the application meaning or interpretation of the express provisions of this Agreement.
- b. Procedure. Not later than five (5) days, excluding weekends and holidays, after the event giving rise to the grievance, the officer (or the Union) must submit his grievance in writing to the Chief of Police. The Chief of Police or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of Police or his designee not respond within the time period set forth herein, the grievance shall be deemed denied.
- c. Written Presentation. Any grievance presented in accordance with the procedures set forth in Paragraph b, shall include: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by the aggrieved member(s) and duly authorized Union representative. The Chief of Police may request a meeting with the member(s) and duly authorized Union representatives.
- d. Time Limitations. The time limitations set forth in this article are of the essence



of this Agreement and the failure by a member (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in this article, the Town and Union may extend them by mutual written agreement.

e. Submission to Arbitration. Any grievance, as defined in Paragraph a. of this article that has been properly and timely processed through the grievance procedure set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Town Council with a written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the Chief of Police is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the member's (s') and Union's right to demand arbitration.

f. Arbitrator Selection. The demand for arbitration shall be submitted to the closest local office of the American Arbitration Association (A.A.A.) with a request that it furnish to the Union and the Town a list of qualified and impartial arbitrators. The arbitrator selection process and arbitration proceedings shall be governed by the A.A.A.'s Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

g. Arbitrator's Authority and Jurisdiction. The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision(s) of this Agreement. Additionally, in the event that a grievance arises over retirement rights or benefits as set forth under the terms of this Agreement and is submitted to arbitration, the arbitrator shall not have the authority over the Town of Scituate Retirement Plan for Police Department Employees, and specifically shall have no authority to amend, alter or modify that plan in any way.

h. Binding Effect. Subject to applicable law, the decision of the arbitrator is final and binding upon both parties.

i. Fees and Expenses of Arbitration. The fees of the A.A.A. and the fees and expenses of the arbitrator shall be shared equally by the Union and the Town.

ARTICLE XII  
SALARIES/BI-WEEKLY PAY PERIODS/LONGEVITY

SECTION 1 SALARIES

Salaries for all members shall be paid for the fiscal year beginning July 1, 2010 in accordance with the following table:

<b>Weekly Beginning:</b>	<b>7/1/2010</b>
	<b>0%</b>
<b>Sergeant</b>	\$1,090.05
<b>Patrolman Grade 5 First Class</b>	\$1,013.30
<b>Patrolman Grade 4</b>	\$965.05
<b>Patrolman Grade 3</b>	\$916.80
<b>Patrolman Grade 2</b>	\$868.54
<b>Patrolman Grade 1</b>	\$732.19

To be eligible to bid for Patrolman Grade 5-First Class, an officer must have completed five (5) years of service. There shall be a maximum of four (4) Patrolman Grade 5-First Class positions. The Union and the Town recognize that no more than one (1) Patrolman Grade 5-First Class will be assigned to the same shift with the same day off group. Two (2) Patrolmen Grade 5-First Class will be assigned to the 7:00 A.M. to 7:00 P.M. shift, but one Patrolman Grade 5-First Class will be assigned to a different day off group. Two (2) Patrolmen Grade 5-First Class will be assigned to the 7:00 P.M. to 7:00 A.M. shift, but one Patrolman Grade 5-First Class will be assigned to a different day off group.

All vacancies will be filled as soon as the position becomes vacant. In the event that there are no eligible officers to bid to Patrolman Grade 5-First Class, the position will remain vacant until such time as officers become eligible. No officer who has satisfied the eligibility requirements for these positions are obligated or required to bid.

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The following step system for the rank of patrolman shall be in effect July 1, 1990. Years of service begins as of date of appointment.

Patrolman Grade 1	0-1 ½	years of service
Patrolman Grade 2	1 ½ -3	years of service
Patrolman Grade 3	3-5	years of service
Patrolman Grade 4	5+	years of service

The following step system for the rank of patrolman shall be in effect July 1, 2004. Years of service begins as of date of appointment.

Patrolman Grade 1	0- 1	years of service
Patrolman Grade 2	1 -2	years of service
Patrolman Grade 3	2 -4	years of service
Patrolman Grade 4	4+	years of service
*Patrolman Grade 5-First Class	5	years of service

\*(Four (4) positions by bid and seniority, effective January 1, 2004).

## SECTION 2 BI-WEEKLY PAY PERIODS

The salaries provided in Section 1, shall be provided on a bi-weekly basis.

## SECTION 3 LONGEVITY

The Town agrees that a longevity procedure shall be instituted based on years of service at the rates indicated below:

<u>Years of Service</u>	<u>Percentage</u>
1 - 5	0%
5 - 10	7%
10 - 15	8%
15+	9%

## ARTICLE XIII AMMUNITION

The Town agrees to furnish to each member of the SPD fifty (50) rounds of duty

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pistol ammunition or forty (40) rounds of duty rifle ammunition and combat targets monthly. Used duty rifle ammunition must be turned in to the Chief's designee before additional duty rifle ammunition will be issued. Such member receiving said ammunition shall constantly practice on his own time and if such member fails to qualify during the annual pistol range detail he shall be required to reimburse the Town for the ammunition and targets received.

#### ARTICLE XIV

### HEALTH AND DENTAL INSURANCES; EDUCATIONAL BENEFITS; DISABILITY RETIREMENT; HEALTH COVERAGE FOR RETIREES; LIFE INSURANCE

#### SECTION 1 HEALTH INSURANCE

Consistent with R.I.G.L. § 28-7-49, each employee shall be provided with the Town's Preferred Provider Organization (PPO) plan for each member and his family, as he may elect. A summary of benefits for said PPO plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer. For the period between July 1, 2010 and June 30, 2011, each employee shall pay ten percent (10%) of the monthly working rate for the Town, deducted bi-weekly from the employee's paycheck, subject however, to a maximum of \$50.00. Each employee shall sign a payroll deduction authorization as may be required by the Town Treasurer to satisfy this cost-sharing obligation.

The PPO plan will be designed to include the following: 12 chiropractic visits per year; \$10 co-pays for office visits to primary care physicians; \$20 co-pays for office visits to specialists; \$25 co-pays for Urgi visits; and, \$100 co-pays for emergency room visits each occurrence.

The prescription coverage requires an employee co-payment of twenty percent (20%) at any network pharmacy. If a member chooses a brand name medication over an available generic equivalent, the member will be responsible for the difference in cost between the two. Drugs purchased at non-network pharmacies are reimbursed at fifty percent (50%) of the allowance under the plan.

#### SECTION 2 DENTAL INSURANCE

Consistent with R.I.G.L. § 28-7-49, each employee shall be provided with dental insurance with an annual maximum of \$1,200.00 per calendar year per member and a lifetime maximum (orthodontics only) of \$1,200.00. A summary of benefits for said dental plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer.

### SECTION 3 ALTERNATE SUBSTANTIALLY EQUIVALENT COVERAGE: HSAs

The Town reserves the right to provide comparable health or dental insurance coverage which is substantially equivalent or better than existing coverage. Additionally, if any alternative health or dental coverage become available during the term of this agreement, including without limitation, coverage offering individual health savings account plans (HSAs) pursuant to changes in the Internal Revenue Code made possible by the Medicare Modernization Act of 2003, then the Union and Town shall meet and confer to bargain implementation of such coverage.

### SECTION 4 BUYBACK ELECTION

If a member has proof of other health or dental coverages and elects not to receive the coverages described in this Section, the Town shall pay him fifty percent (50%) of its annual cost for such coverages. A member interested in exercising this election should contact the Town Treasurer concerning this option.

### SECTION 5 EDUCATIONAL BENEFITS

The Town agrees that it will continue to pay for education courses and books in the same manner and to the same extent as heretofore. Course requirements must be met with a passing grade or the officer must reimburse the Town. Grades must be submitted prior to funding the next semester.

### SECTION 6 DISABILITY RETIREMENT

Employees who are placed on disability retirement, for the first two years of such retirement shall have their existing PPO coverage paid for by the Town, unless they obtain other employment, in which case they may obtain coverage at the group rate at their own expense.

### SECTION 7 HEALTH COVERAGE - RETIREES

a. Members of the SPD who retire on or after July 1, 1985, and who shall have served at least twenty (20) years in the SPD, shall be eligible for partially paid PPO coverage, as indicated in Paragraph (e) of this section.

Members of the SPD hired after July 1, 2000, and who shall have served at least twenty-five (25) years shall upon retirement be eligible for partially paid PPO coverage, as indicated in Paragraph (e) of this section.

b. The Town and the Union agree that the containment of rapidly escalating health care costs is beneficial to both the taxpayers of the Town and the members of the SPD. Therefore, in an effort to reduce health care costs, the Town and the Union agree to implement the procedures outlined in Paragraphs (c) through (e) of this section.

c. In order to be eligible for the benefits of this Section, each eligible member must submit a written request to the Town Treasurer at least thirty (30) days, but not more than ninety (90) days prior to July 1st of each year. The written request must include the following information:

- 1.) The type of coverage sought (individual or family);
- 2.) The name and address of his employer(s), if any;
- 3.) His business and its address, if he is self-employed;
- 4.) The name and address of his spouse's employer(s);
- 5.) His spouse's business and address if his spouse is self-employed;
- 6.) Whether or not he is eligible to receive comparable health care coverage from any of the sources listed in 2.) through 5.) above.

If the member or his spouse is eligible to receive comparable health care coverage from any of the sources listed as items in Sections 2.) through 5.) above, the Town shall not be required to provide PPO coverage. Once a member or his spouse qualifies for health care coverage from any other employer, or governmental programs, the Town's obligation under this section shall be suspended. Once suspended, a member shall have the right to reapply for the Town's PPO coverage and the Town shall provide same in accordance with the rules and regulations of the PPO then obtaining.

d. A member's failure to comply with the provisions of Paragraph (c) shall result in forfeiture of all future eligibility for coverage under this Section.

e. The Town will pay fifty percent (50%) of the premium cost of individual PPO coverage for retired members who comply with the foregoing paragraphs of this Section. The Town will pay fifty percent (50%) of the premium cost of family PPO coverage for retired members who comply with the foregoing paragraphs of this Section. The employee's contribution shall be deducted from the employee's retirement check.

Once annually, a member shall sign an authorization form allowing the Town to

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deduct his contribution for health care coverage and further shall sign an authorization form allowing the Town to determine what health care coverage is available to employees of the member's employer, and the spouse's employer.

#### SECTION 8 LIFE INSURANCE

The Town agrees to provide each member with a \$25,000.00 life insurance policy. These policies will be for members' terms of employment only. Additional insurance may be purchased by the member as per Flex Benefit Plan option. Effective July 1, 1998, the Town agrees to provide each member with a \$50,000.00 term life insurance policy.

#### ARTICLE XV

##### PENSION

(a) Pension Committee

Within the Town there shall be a Pension Committee for the permanent police department. It shall consist of five (5) members. Two (2) members shall be full time police officers, members of the Union and the SPD. Two (2) members shall be members of the Town Council appointed by the Council President and to hold such position only as long as their terms on the Town Council. The fifth member shall be the Town Treasurer.

(b) Membership

Membership in the retirement system shall begin six (6) months after the effective date of appointment as a probationary police officer. Such member upon acceptance into the retirement system may purchase the six months credit providing such purchase shall be within twelve (12) months after acceptance into the retirement system.

(c) Retirement

Whenever any member of the SPD hired prior to June 30, 2000 has served twenty (20) years, he will receive a sum equal to one-half of the base salary which he is then receiving which shall be paid to him during his life .

In the event that any member of the SPD hired prior to June 30, 2000 serves beyond twenty (20) years, he shall be allowed an additional amount equal to two percent (2%) for each completed year served after twenty years, but in no event shall the original retirement allowance exceed sixty percent (60%) of the salary received at the time of his

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retirement.

A member of the SPD hired after July 1, 2000 shall serve twenty-five (25) years, at the conclusion of which he will receive a sum equal to sixty percent (60%) of the base salary which he is receiving, which shall be paid to him during his life. Service beyond twenty-five (25) years shall not increase the retirement allowance beyond sixty percent (60%).

A member who retired before July 1, 2003 shall be entitled to an increase in his retirement pay in the amount of thirty (30%) of any percentage increase that has been granted subsequent to January 1, 1984, in the annual salary then allocated to the position or rank he held as of the date of his retirement.

Effective July 1, 2003, any member who is eligible to retire after completing 20 years of service or more shall be entitled to a three percent (3%) non-compounded cost of living adjustment (COLA) annually. This does not apply to any past retirees.

Effective July 1, 2007, holiday pay shall be included as compensation for pension calculation purposes.

(d) Death

In the event of the death of a member, in the service or retired, payments shall be according to the state law as to Police Pensions.

(e) Contributions

Every member shall contribute an amount equal to ten percent (10%) of the salary earned by each member.

The Town of shall contribute an amount equal to ten percent (10%) of the salary earned by each member.

The Town of shall deduct employee contributions each and every payroll and such deduction shall be made during the entire time a member is in service. The

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Town Treasurer shall make a monthly deposit to the retirement system, all employee deductions as well as the amount of contributions of the Town. Any increase in the cost of providing benefits hereunder shall be borne equally with the Town paying fifty percent (50%) of said increase and the members contributing, pro rata, the other fifty percent (50%) thereof. Notwithstanding the foregoing, the current fifty percent (50%) Union liability shall be reduced by sixteen and 2/3 percent (16.66%) per year commencing July 1, 2000, (i.e. year one the Union liability is 33.34%, the Town 66.66%, year two Union liability is 16.68%, the Town 83.32%, etc.), until the Union's liability is zero percent (0%).

(f) Accidental Disability

Any member in active service, regardless of length of service, shall be entitled to an accident disability retirement when such disability is the result on an injury sustained while in the performance of duty (whether or not during regular working hours), and such disability was not the result of the willful negligence or misconduct on the part of the member. Upon retirement for accidental disability a member shall receive a retirement allowance equal to sixty-six and two-thirds (66 2/3) of the rate of his compensation at the date of disability.

Heart attack and hypertension may be considered accidental disability.

(g) Ordinary Disability

A member of the department may retire after seven (7) years of service when he becomes incapacitated not as a result of service, but is totally and permanently disabled for service and shall be entitled to a benefit equal to one and two-thirds percent (1 2/3%) of annual salary for each year of credited service, but not less than twenty-five percent (25%).

(h) Service Retirement Allowance

The amount of service retirement allowance is two and one-half percent (2 1/2%) of annual salary per year of credited service, and two percent (2%) for each year over twenty (20) years of service.

(i) Condition of Retirement

Any member may retire optionally upon completion of ten (10) years service provided such member is at least fifty-six (56) years of age.

(j) Refunds Vested Rights

A member becoming separated from service other than by death or retirement is entitled to a refund of his total contributions. He thus forfeits all his accrued credits and interest in the system.

A member having at least ten (10) years of service may leave his contributions credits intact and upon attaining age fifty-six (56) may apply for service retirement allowance earned and accrued at the date of his separation from service.

(k) Exclusions

Membership is limited to regular or permanent police officers of Scituate. Employees occupying a position of temporary or non-police status are not eligible for membership.

(l) Military Credits

The terms and conditions of ARTICLE SEVEN CONTRIBUTIONS, Section 7.4 MILITARY SERVICE of the TOWN OF SCITUATE RETIREMENT PLAN FOR POLICE DEPARTMENT EMPLOYEES are incorporated by reference as if fully set forth herein. It is understood and agreed that a member's purchase of credit for military service under Section 7.4, shall be at the rate of ten percent (10%) of base annual salary at the time of electing to purchase credit for military service.

The Town shall be required to contribute an equal amount, and payment by the Town to the pension system shall be during the same month and year as payment by member.

ARTICLE XVI  
ANIMAL CONTROL

Except in an emergency or when the Dog Officer is not available, the Town agrees that any member covered under this contract will not be required to operate any vehicle designated as a Dog Vehicle, K-9 Wagon, or Animal Control Officer's Vehicle, or to maintain the Dog Pound.

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ARTICLE XVII  
OUTSIDE EMPLOYMENT

Any police officer employed within the bargaining unit desirous of engaging in outside employment shall provide written notification in advance and shall be required to receive written permission from the Chief of Police or his designee with respect to the outside employment.

The employee shall indicate the nature of employment, location, anticipated hours of work, and the means by which he may be contacted while employed elsewhere. It is understood that the needs of the SPD shall be the primary consideration. Therefore, employees shall have the obligation to be available and physically fit for full performance of their law enforcement duties. Should it be determined that authorized outside employment is not appropriate or is interfering in some way with the employee's job performance or otherwise, the Chief of Police shall have the authority to restrict said outside employment in a manner reasonably deemed necessary to maintain a professional law enforcement department. It is understood that any outside employment shall not encompass work which adversely affects the integrity of the SPD. Any decision made by the Chief of Police under this Article shall not be subject to the grievance or arbitration provisions of this Agreement, unless such decision is arbitrary, capricious and not well-founded.

ARTICLE XVIII  
RIGHTS OF VETERANS AND MEMBERS OF ARMED SERVICES

The Employer will comply with the provisions of the Veterans Re-employment Rights Act (VRR) 38 USC, Sections 2021-2026 and the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, 38 USC, Sections 4301-4333, as amended and recodified.

ARTICLE XIX  
SAVINGS CLAUSE

Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any Federal or State Law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force

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and effect for the life thereof.

ARTICLE XX  
ALTERATION OF AGREEMENT

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future of all the terms and conditions herein.

ARTICLE XXI  
NO STRIKES OR LOCKOUTS

The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Town lockout its employees during the terms of the Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this contract.

ARTICLE XXII  
DURATION OF THE AGREEMENT

This agreement shall be for the period commencing July 1, 2010 and ending June 30, 2011.

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IN WITNESS WHEREOF, the said Town of Scituate has caused this instrument to be executed and its corporate seal to be affixed by Robert Budway, President of the Town Council, thereunto duly authorized by the Town Council of the Town of Scituate, as of the day and year first written and the said International Brotherhood of Police Officers, Scituate Local 502, has caused this instrument to be executed by its President and Secretary, thereunto duly authorized, as of the day and year first above written.

EXECUTED IN THE PRESENCE OF:

David M. Randall

TOWN OF SCITUATE

Robert Budway  
President, Town Council

INTERNATIONAL  
BROTHERHOOD OF POLICE  
OFFICERS,  
SCITUATE LOCAL 502

Louis M. DeB...

Sgt. Donald DeJoseph

President

[Signature]  
Secretary

TOWN OF SCITUATE-IBPO PPO SUMMARY OF BENEFITS

COVERAGE: 100% of allowable amount for most services after a specific dollar copayment. Out-of-network providers: 80% of the allowable amounts after you meet your annual deductible (listed below).

Out-of-network deductibles: \$200 per individual (3 per family) per calendar year for coverage to begin for certain out of network services. For family coverage, once three members of the family have met the \$200 deductible, coverage begins for the entire family for the remainder of the calendar year.

Out-of-pocket maximum: \$3,000 per individual (3 per family) per calendar year. If your coinsurance, after you have met your deductible, exceeds the out-of-pocket maximum, the full amount of covered services for the remainder of the calendar year will be paid.

BENEFIT	W/IN NETWORK	OUT OF NETWORK	NOTES
<b>OUTPATIENT SERVICES</b>			
<b>Office Visits</b>	\$10	\$10 + 20% after deductible	Includes medication visits for serious mental illness. Allergist, dermatologist and other specialist office visits have a \$20 copayment. Chiropractic physician visits are limited to 12 per year.
<b>Urgent Care Centers</b>	\$25	\$25 + 20% after deductible	
<b>Preventative Services</b>	\$10	\$10 + 20% after deductible	Includes gynecological visits, Pap smears, mammograms, and routine physicals
<b>Pediatric preventive services</b>	\$10	\$10 + 20% after deductible	Includes routine physicals, lab work, and immunizations
<b>Outpatient medical/surgical care (facility and doctor services)</b>	\$0	20% coinsurance after deductible	
<b>Obstetrical care</b>	\$0	20% coinsurance after deductible	Prenatal visits, delivery, and postnatal care. Office visit copayment applies to initial exam.
<b>Routine eye exam</b>	\$10	\$10 + 20% after	One annual exam

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		deductible	
<b>Lab services, machine tests, and X-rays</b>	\$0	20% coinsurance after deductible	The lab and X-ray facilities of some participating hospitals may not be considered in-network for all services.
<b>INPATIENT SERVICES</b>			
<b>Hospitalization</b>	\$0	20% coinsurance after deductible	Unlimited days at general hospitals; up to 45 days per year at specialty hospitals
<b>Inpatient medical/surgical care</b>	\$0	20% coinsurance after deductible	Unlimited days at general hospitals; up to 45 days per year at specialty hospitals
<b>EMERGENCY SERVICES</b>			
<b>Emergency room care</b>	\$100	\$100	If emergency room visit results in hospital admission, \$100 copayment is waived
<b>Ambulance services</b>	20% coinsurance	20% coinsurance	Coverage for medically necessary/emergency services. Air and water ambulance are limited to a maximum of \$3,000 per occurrence
<b>BEHAVIORAL HEALTH SERVICES</b>			
<b>Inpatient mental healthcare</b>	\$0	20% coinsurance after deductible	Unlimited number of days
<b>Outpatient mental healthcare</b>	\$15 (individual) / \$10 (group)	\$15 (individual) / \$10 (group) plus 20% after deductible	Up to 30 visits per member per calendar year. Limit does not apply to medication visits.
<b>Inpatient chemical dependency care</b>	\$0	20% coinsurance after deductible	Detoxification: Up to 5 admissions or 30 days in any calendar year, whichever comes first. Rehabilitation: Hospital or community residential care services covered up to

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			30 days per calendar year.
<b>Outpatient chemical dependency care</b>	\$15 (individual) / \$10 (group)	\$15 (individual) / \$10 (group) plus 20% after deductible	Up to 30 hours per calendar year for facility-based or office-based counseling.
<b>ADDITIONAL SERVICES</b>			
<b>Prescription drugs</b>	<p>20% of retail prescription cost</p> <p>Infertility drugs, including oral and injectable drugs, are covered with a 20% copayment.</p> <p>Chemotherapy for the treatment of cancer is covered at 100%.</p> <p>Insulin is covered with a 20% copayment.</p>	Reimbursed 50% of allowance after subscriber pays full retail price.	If you choose a brand name medication over an available generic equivalent, you will be responsible for the difference in cost between the two.
<b>Physical / occupational therapy</b>	\$0	20% coinsurance after deductible	With a hospital-based therapist and within 30 days following a hospital stay, home care program, or ambulatory surgical procedure. Otherwise covered at 80%
<b>Durable medical equipment (DME)</b>	20% coinsurance	20% coinsurance after deductible	Must be purchased at participating DME vendor. Pharmacies are NOT participating in the DME network.
<b>Home and hospice care</b>	\$0	20% coinsurance after deductible	Includes physician, nurse, and home health aide visits.

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TOWN OF SCITUATE-IBPO DENTAL PLAN SUMMARY OF BENEFITS

**Dental Coverage**

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 coinsurance 0%**

- One oral exam per calendar year performed by a general dentist.
- Two cleanings per calendar year.
- Fluoride 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 or 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 coinsurance 50%**

- Periodontal maintenance following active therapy – two per year.
- 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 Coinsurance 50%**

- Braces and related services for dependent children under the age of 19

Lifetime maximum (orthodontics only) is \$1,200.

**Dependent coverage** – Dependent children are covered up until the end of the year that they turn age 19.

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