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TOWN OF SCITUATE
RHODE ISLAND

INTERNATIONAL BROTHERHOOD
OF
POLICE OFFICERS
SCITUATE LOCAL 502

COLLECTIVE
BARGAINING
AGREEMENT

JULY 1, 2018
THROUGH
JUNE 30, 2021

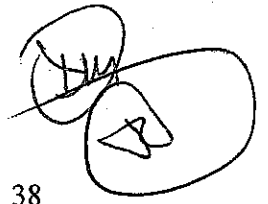
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TABLE OF CONTENTS

<u>INTRODUCTION</u>	<u>1</u>
<u>ARTICLE I SECTION 1 RECOGNITION</u>	<u>1</u>
<u>ARTICLE I SECTION 2 NONDISCRIMINATION</u>	<u>1</u>
<u>ARTICLE I SECTION 3 UNION SECURITY</u>	<u>2</u>
<u>ARTICLE I SECTION 4 DUES DEDUCTION</u>	<u>2</u>
<u>ARTICLE I SECTION 5 TIME OFF WHILE PERFORMING UNION DUTIES</u>	<u>3</u>
<u>ARTICLE II MANAGEMENT RIGHTS</u>	<u>3</u>
<u>ARTICLE III POLICIES, GENERAL ORDERS, RULES AND REGULATIONS</u>	<u>4</u>
<u>ARTICLE IV SECTION 1 COMPOSITION OF POLICE DEPARTMENT/ PROBATIONARY PERIOD</u>	<u>4</u>
<u>ARTICLE IV SECTION 2 PROMOTIONS</u>	<u>5</u>
<u>ARTICLE V SECTION 1 SENIORITY</u>	<u>6</u>
<u>ARTICLE V SECTION 2 LAYOFFS</u>	<u>7</u>
<u>ARTICLE VI SECTION 1 HOURS OF EMPLOYMENT</u>	<u>8</u>
<u>ARTICLE VI SECTION 2 OVERTIME</u>	<u>9</u>
<u>ARTICLE VI SECTION 3 CALLBACK</u>	<u>9</u>
<u>ARTICLE VI SECTION 4 COURT TIME</u>	<u>9</u>
<u>ARTICLE VI SECTION 5 SPECIAL DETAILS</u>	<u>10</u>
<u>ARTICLE VI SECTION 6 MINIMUM STAFFING</u>	<u>11</u>
<u>ARTICLE VI SECTION 6 DEPARTMENT STRUCTURE</u>	<u>12</u>
<u>ARTICLE VI SECTION 7 SAFE VEHICLES</u>	<u>12</u>
<u>ARTICLE VI SECTION 8 NEW VEHICLES</u>	<u>13</u>
<u>ARTICLE VI SECTION 9 EQUIPMENT</u>	<u>13</u>
<u>ARTICLE VI SECTION 10 VEHICLE EQUIPMENT</u>	<u>13</u>
<u>ARTICLE VI SECTION 11 SCHOOLS/SEMINARS</u>	<u>15</u>
<u>ARTICLE VII CLOTHING</u>	<u>15</u>
<u>ARTICLE VIII SECTION I PAID HOLIDAYS</u>	<u>15</u>
<u>ARTICLE VIII SECTION IA PERSONAL DAYS</u>	<u>16</u>
<u>ARTICLE VIII SECTION 2 VACATIONS</u>	<u>16</u>
<u>ARTICLE VIII SECTION 3 FLEXIBLE BENEFIT PLAN</u>	<u>17</u>



<u>ARTICLE VIII SECTION 4 FIELD TRAINING OFFICER COMPENSATION</u>	<u>17</u>
<u>ARTICLE IX SECTION 1 ILLNESS AND INJURY</u>	<u>17</u>
<u>ARTICLE IX SECTION 2 SICK LEAVE BUY BACK UPON RETIREMENT</u>	<u>21</u>
<u>ARTICLE IX SECTION 3 ANNUAL SICK LEAVE BUY BACK</u>	<u>21</u>
<u>ARTICLE X SECTION 1 LEGAL ASSISTANCE</u>	<u>21</u>
<u>ARTICLE X SECTION 2 LEGAL COVERAGE</u>	<u>22</u>
<u>ARTICLE X SECTION 2 BURIAL EXPENSES</u>	<u>22</u>
<u>ARTICLE XI GRIEVANCE AND ARBITRATION PROCEDURES</u>	<u>22</u>
<u>ARTICLE XII SECTION 1 SALARIES</u>	<u>24</u>
<u>ARTICLE XII SECTION 2 BI-WEEKLY PAY PERIODS</u>	<u>25</u>
<u>ARTICLE XII SECTION 3 LONGEVITY</u>	<u>25</u>
<u>ARTICLE XIII AMMUNITION</u>	<u>25</u>
<u>ARTICLE XIV SECTION 1 HEALTH INSURANCE</u>	<u>26</u>
<u>ARTICLE XIV SECTION 2 DENTAL INSURANCE</u>	<u>26</u>
<u>ARTICLE XIV SECTION 3 ALTERNATE SUBSTANTIALLY EQUIVALENT COVERAGE; HSAs</u>	<u>27</u>
<u>ARTICLE XIV SECTION 4 BUYBACK ELECTION</u>	<u>27</u>
<u>ARTICLE XIV SECTION 5 EDUCATIONAL BENEFITS</u>	<u>27</u>
<u>ARTICLE XIV SECTION 6 DISABILITY RETIREMENT</u>	<u>28</u>
<u>ARTICLE XIV SECTION 7 HEALTH COVERAGE-RETIREEES</u>	<u>28</u>
<u>ARTICLE XIV SECTION 8 LIFE INSURANCE</u>	<u>29</u>
<u>ARTICLE XV PENSION</u>	<u>29</u>
<u>ARTICLE XV SPOUSE/FAMILY BENEFIT: WHEN OFFICER KILLED IN LINE OF DUTY</u>	<u>34</u>
<u>ARTICLE XVI ANIMAL CONTROL</u>	<u>35</u>
<u>ARTICLE XVII OUTSIDE EMPLOYMENT</u>	<u>35</u>
<u>ARTICLE XVIII RIGHTS OF VETERANS/ MEMBERS OF ARMED</u>	<u>36</u>
<u>ARTICLE XIX SAVINGS CLAUSE</u>	<u>36</u>
<u>ARTICLE XX ALTERATION OF AGREEMENT</u>	<u>36</u>
<u>ARTICLE XXI NO STRIKES OR LOCKOUTS</u>	<u>36</u>
<u>ARTICLE XXII DURATION OF AGREEMENT</u>	<u>37</u>

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INTRODUCTION

This Agreement is entered into as of the 1st day of July 2018 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 I

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 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.

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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.

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 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 (15th) day of the month following such deduction.

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 Just 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.

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 written directives such as policies, general orders, Personnel Orders (PO's), rules and regulations and Standard Operating Procedures (SOP's) governing the conduct of SPD personnel and its public safety and law enforcement functions as it deems advisable. The written directives 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

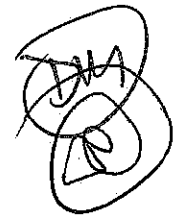
COMPOSITION OF POLICE DEPARTMENT/VACANCIES/PROMOTIONS

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 and the Union have negotiated in good faith a new Detective Sergeant's Position. As a result of good faith bargaining and valuable consideration, the Town and the Union signed a Memorandum of Agreement outlining the terms and conditions of that position. The Memorandum of Agreement is attached as Appendix A and incorporated as part of this Agreement. 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 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

I. Promotions to the ranks of Sergeant, and Detective Sergeant shall be made on a competitive basis. No officer may be eligible for a promotion to the rank of Sergeant 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. The test will be administered by the Chief of Police or his administrative designee. This test will be related to the job of Police Sergeant. A minimum score of seventy (70%) percent must be attained in order to advance in the promotional process.

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. All aspirants shall be asked the same series of initial job related questions. The questions shall be neutral for all aspirants and shall not favor any one party.

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 on each element of the promotional process 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. The Promotional Process for the rank of Detective Sergeant shall be as follows:

All interested eligible candidates that are interested in the position shall send the Chief of Police or his designee a letter of interest within a specified time agreed upon by the Town and the Union.

A Panel of three (3) officers who hold the rank of Detective Lieutenant or Detective Captain from the following departments shall interview those candidates: RISP; Cranston; Warwick; Pawtucket; East Providence Police.

The Interview Panel shall ask all candidates the same questions/scenarios. Additional questions pertaining to their resumes, education, etc. may be asked.

The Interview Panel shall rate all candidates by a numeric number system 1-100. The Panel shall then enclose the results in a sealed envelope and all panel members shall initial the envelope.

The sealed envelope shall then be given to the Chief of Police or his designee. The envelope shall only be opened in the presence of the Union President or their designee.

The Chief of Police shall award the Detective Sergeant's /Officer who score the highest.

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.

f. All promotional announcements will be posted in the patrol room for viewing. The Chief of Police will maintain security of all promotional materials when not in use.

g. Promoted officers shall attend additional job-training at a school/seminar of the Chiefs choice.

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. 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. 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. Detective Sergeant shall work Monday through Friday, 0700-1500 hours, Weekends and Holidays off. The Chief of Police may from time to time flex the hours of the Detective Sergeant if it is necessary for a specific investigation. 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 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. The Detective Sergeant shall not be in the Patrol Overtime callback rotation or subject to Patrol Order backs. The Detective Sergeant shall be asked and afforded the opportunity to work overtime after all officers that are in the regular rotation are asked first. However, the Detective Sergeant shall be subject to call backs and order backs relating to his/her Detective Sergeant's position.

Employees required to be called back on their day off or non-duty time for Breathalyzer Certification shall be compensated at the rate of two (2) hours 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.
- b. Non-profit details - Town non-profit organizations requesting a detail during weekend hours will be charged the weekday detail rate of \$48.00 per hour. Effective July 1, 2019, the Non-Profit detail rate shall increase to \$50.00 per hour. In addition, a \$5.00 hourly administrative cost will be charged.

- c. Traffic, construction and crowd control details - In any matter where the employee is assigned to a detail not covered by paragraph (b) of this section, the rate of pay shall be the rate of \$48.00 per hour with a minimum of four (4) hours plus an hourly administration charge of five dollars (\$5.00). Effective July 1, 2019, traffic, construction and crowd control detail rate shall increase to \$50.00 per hour. 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. If a detail specifies a start and finish time, the officer(s) will be paid at a minimum for those scheduled hours. After eight (8) consecutive hours the rate will change to time and one half of the detail rate.
- d. 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.
- e. 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.
- f. 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.
- g. Any detail so assigned after noontime on Christmas Eve or New Year's Eve shall be paid at the Holiday rate set above.
- h. In determining hours worked, any period of time worked in excess of twenty (20) minutes, shall be considered as one full hour.
- i. 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 and Detective Sergeant._



- j. 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.
- k. Special details earnings will be paid by the Town in the regular check, during the pay period when the detail is performed.
- l. 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 Friday and Saturday and each Sunday preceding a Monday federal holiday between 19:00 hours through 01:00 hours when 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. Vehicles equipped with blacked out or subdued graphics will still be considered a marked patrol car.

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.

DEPARTMENTAL STRUCTURE

The Scituate Police Department Table of Organization shall be no less than as follows:

1. Four (4) Patrol Sergeants
2. One (1) Detective Sergeant
3. One (1) School Resource Officer
4. Eight (8) Patrol Officers

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 properly repaired. If after several attempts to correct the safety issue, the union does not feel the problem is corrected, the vehicle will be 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 AND VEHICLE EQUIPMENT

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

b. The Town agrees that in addition to all equipment required by Rhode Island law, all police vehicles shall be equipped with:

1. (1) 12 GA. Police shotgun with 10 rounds of ammunition.
2. Half prisoner cages for all new marked police vehicles when available.
3. Two-way radio.
4. Air conditioning.
5. AM/FM radio.
6. Fire extinguisher.
7. Life saving ring.
8. Disabling of the door handles and window controls in the rear prisoner area.
9. The Town shall designate an unmarked vehicle dedicated to the Detective's position.

SECTION 9 EQUIPMENT

All new police officers shall be issued the following equipment:

- (1) Class A Dress Hat (1)
- (2) Class A dress uniform shorts (one (1) short sleeve and one (1) long sleeve) with number boards.
- (2) Class A dress uniform pants (one (1) summer weight and one (1) winter weight.
- (2) Shirt badges
- (1) Hat badge
- (2) Black clip-on-tie
- (1) Pair of SPD collar pins
- (2) Badge numbers
- (2) Class B uniform shirts (one (1) short sleeve and one (1) long sleeve)
- (2) Class B uniform pants
- (1) Bullet resistant vest (level 2 or higher)
- (1) Exterior bullet resistant vest carrier (with or without Molle straps)
- (1) Pair black duty boots
- (1) Winter coat



- (1) Spring/summer jacket
- (1) 2-Sided rain coat and dress hat cover
- (1) Black leather duty belt with belt keepers
- (1) Inner belt
- (1) 21" ASP brand friction lock expandable baton with duty belt holder
- (1) Pair of handcuffs with duty pouch
- (1) 2-Way radio with duty belt pouch
- (1) Can OC spray with duty belt pouch
- (1) Duty pistol with three (3) magazines
- (1) Duty holster
- (1) Double magazine pouch
- (1) Copy of the Scituate Police Department Written Directives (access to electronic versions of these documents will be considered issuance).

The Town agrees to cover the initial cost of any patches, embroidery, or tailoring for the items listed in this section for all newly hired officers. The Town also agrees to repair or replace any of the items listed in this section that becomes damaged or destroyed in the line of duty; officer's carelessness excluded. Any future changes or additions to the items listed in this section shall be paid at the expense of the Town and shall include patches, embroidery, and tailoring if applicable.

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

SECTION 10 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. Any officer who attends or instructs a school or seminar shall be paid compensatory time and one-half (1-1/2) the hours worked.

ARTICLE VII

CLOTHING MAINTENANCE

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.

CLOTHING ALLOWANCE

Effective July 1, 2018 The Town shall supply an annual clothing allowance not to exceed seven-hundred (\$700.00), July 1, 2019 eight-hundred (\$800.00), and July 1, 2020 nine-hundred (\$900.00) dollars by April 15th 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.

In Addition, Those Officers who work the holiday (0000-2359 hrs.) shall be paid at the rate of time and one-half of their regular rate for July 4th, Thanksgiving, and Christmas.

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. Notification to the SPD must be made at least two (2) hours in advance of the shift to be taken off.

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.

Effective July 1, 2018, 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

Years of Service Days Vacation

1-3	12
4-6	17
7-10	20
11-13	21
14-16	23

17-20	27
20+	28

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.

SECTION 4 FIELD TRAINING OFFICER (FTO) COMPENSATION

FTOs will be compensated one (1) hour per day at the detail rate for each day of field training. Compensations shall not be based upon the trainee's performance, evaluation or successful program completion.

SECTION 5 PHYSICAL TRAINING (PT) INCENTIVE

On an annual basis the SPD's PT cadre will coordinate with the Chief of Police and conduct a voluntary PT assessment of any officer volunteering to participate. This assessment will be based on the then-current standards of the Rhode Island Municipal Police Training Academy. Any volunteering officer must complete successfully all four (4) events and upon such completion shall be paid a Three Hundred Dollar (\$300.00) annual stipend, which shall be paid in the next pay period after completion.

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. Presumption of Disability-In any case where an employee who was hired prior to January 1, 2018 is disabled from performing his/her regular duties as a police officer because of cancer, or any condition derived from cancer, it shall be a rebuttable presumption that such disability is attributable to his/her employment as a member of the Police Department and he/she shall be entitled to all benefits provided in Section 45-19-1 of the General Laws of Rhode Island, 1956 as amended,

c. 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.

d. 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.

e. 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 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.

f. 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; provided however that an employee hired on or after July 1, 2013 may not accumulate more than one hundred twenty (120) 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. Sick Leave may be utilized in four (4) hour increments. 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.

g. 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, stepchild, domestic partner, 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.

h. 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.

i. 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.

j. 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 some other type of activity that will not put him in actual physical confrontation with another individual. On light duty, an officer will not be considered for special details. (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 twenty five percent (25%) 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 provided the amount of such settlement shall be paid by the Town.

SECTION 2 LEGAL COVERAGE

1. 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.

2. Burial Expenses

- a. In any case where an employee dies while a member of the Scituate Police Department, the Town shall pay his/her burial expenses, but obligations in this regard shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).
- b. In the event that an officer is killed while on duty, the Town shall pay Twenty-five Thousand (\$25,000.00) towards the cost of burial expenses.

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 or any health and safety concerns.
- 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



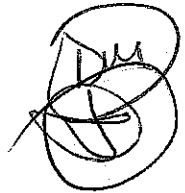
provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by the aggrieved member(s) and duly authorized Union representative. The Chief of Police may request a meeting with the member(s) 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. The arbitrator shall not substitute his judgment for the Town's where such discretion has been retained or reserved to the Town by the provisions of this Agreement or applicable law

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, 2018 in accordance with the following table:

Weekly Beginning:	7/1/2018	7/1/2019	7/1/2020
	3.0%	3.0%	3.0%
Sergeant	\$1,347.03	\$1,387.44	\$ 1,429.06
Patrolman Grade 5	\$1,252.20	\$ 1,289.77	\$ 1,328.46
Patrolman Grade 4	\$1,192.56	\$ 1,228.34	\$ 1,265.19
Patrolman Grade 3	\$1,132.95	\$ 1,166.94	\$ 1,201.95
Patrolman Grade 2	\$1,073.30	\$ 1,105.50	\$ 1,138.66
Patrolman Grade 1	\$904.80	\$ 931.94	\$ 959.90

The Detective Sergeant and the SRO shall receive a fifty (\$50.00) dollar a week non-pensionable stipend in addition to their regular weekly salary.



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	5 years of service

SECTION 2 BI-WEEKLY PAY PERIODS

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

SECTION 3 LONGEVITY

Effective July 1, 2018, the Town agrees that a longevity procedure shall be instituted based on years of service at the rates indicated below:

Years of Service	Percentage
1-5	0%
5-10	8%
10-15	9%
15-20	10%
20-25	11%
25-30	12%

ARTICLE XIII

AMMUNITION

The Town agrees to furnish to each member of the SPD fifty (50) rounds of duty pistol ammunition or forty (40) rounds of duty rifle ammunition monthly. 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 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. Each employee shall pay thirteen percent (13%) of the monthly working rate for the Town, deducted bi-weekly from the employee's paycheck.

Effective July 1, 2016 that percentage shall increase to fourteen percent (14%) of the monthly working rate for the Town, deducted bi-weekly from the employee's paycheck. Effective July 1, 2017, that percentage shall increase to fifteen percent (15%) of the monthly working rate for the Town, deducted bi-weekly from the employee's paycheck. 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 \$2,000.00 per calendar year per member and a lifetime maximum (orthodontics only) of \$2,000.00. Each employee shall pay thirteen



percent (13%) of the cost of said dental insurance, deducted bi-weekly from the employee's paycheck. Effective July 1, 2016, that percentage shall increase to fourteen percent (14%) of the cost of said dental insurance, deducted bi-weekly from the employee's paycheck. Effective July 1, 2017, that percentage shall increase to fifteen percent (15%) of the cost of said dental insurance, deducted bi-weekly from the employee's paycheck. 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.

Effective July 1, 2018, the Town shall provide a composite filling rider.

SECTION 3 ALTERNATIVE 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 becomes 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 the 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 coverage and elects not to receive either or both of such coverage described in this Section, the Town shall pay him twenty five percent (25%) of its annual cost for either or both of such coverage. 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, books, and course/tuition fees 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 shall have their existing PPO coverage paid for by the Town, unless they obtain other employment that offers equivalent or greater healthcare coverage. The Town is responsible for covering an officer's injury on duty injury/claim number for the remainder of his life.

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.
- 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 substantially equivalent or greater health care coverage from any of the sources listed in 2.) through 5.) above.

If the member or his spouse is eligible to receive substantially equivalent or greater 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 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 \$100,000.00 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.

ARTICLE XV

PENSION

(a) Pension Committee

There shall be a Pension Committee for the general administration and responsibility for the proper operation of the Town of Scituate Retirement Plan for Police Department Employees ("Plan"). It shall consist of five (5) members comprised in conformity with Article 8, Section 8.1 of the Plan. 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 majority vote of the Town Council 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. Effective July 1, 2014, no new member of the SPD, specifically, anyone that is hired after June 30, 2014, shall enter the retirement system or become a participant in the Plan. Rather, employees hired on or after July 1, 2014 shall be enrolled in the retirement plan entitled, "Optional Retirement for Members of Police Force and Fire Fighters" (the "MERS Plan") codified in R.I.G.L. §§ 42-21.2-1 et seq. (the "MERS Statute"), which is part of the Rhode Island Municipal Employees' Retirement System. Employees who become members of the MERS Plan shall be required to contribute the amounts and shall be entitled to receive the benefits enumerated in the MERS Statute, as now exists or as may be amended. The Town shall undertake all actions and pay all expenses necessary to effectuate the enrollment of employees hired on or after July 1, 2014 in the MERS Plan.

(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 of the officer's highest three (3) years 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 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%). Effective July 1, 2018, any member of the SPD hired prior July 1, 2014 may retire after he has served twenty (20) years regardless of age, and will be eligible to receive a sum equal to one-half of the base salary of the officer's highest three (3) years which shall be



paid to him during his life. However, any officer who retires between twenty (20) years of service and prior to twenty-five years of service shall not be eligible to receive their pension salary entitlement until they have reached their twenty-fifth (25th) anniversary.

In the event that any member of the SPD hired prior to July 1, 2014 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 retirement.

A member of the SPD hired after July 1, 2014 shall participate in the State Retirement System for municipal police employees with a service retirement as defined under the Municipal Employee Retirement System (R.I.G.L. § 45-21-2-1 et seq.) and Plan C COLA.

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 provision does not apply to any past retirees or any members hired after July 1, 2012. For those retirees entitled to the COLA described in this paragraph, it shall be deferred for a period of three (3) years for any member who retires on or after July 1, 2015; i.e. said COLA shall begin in the fourth year after the date of retirement.

“Average Compensation” shall mean Compensation of a Participant averaged over three (3) highest years as an employee prior to the earlier of (1) his termination of Service, (2) his retirement or (3) termination of the Plan.

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 twelve percent (12%) of Compensation as defined in the Plan.

The Town shall contribute an amount equal to ten percent (10%) of Compensation as defined in the Plan earned by each member.

The Town shall deduct employee contributions each and every payroll and such deduction shall be made during the entire time a member is in service. The Town Treasurer shall make a monthly deposit to the retirement system, all employee deductions as well as the amount of contributions of 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 accidental 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 ($66 \frac{2}{3}$) of the rate of his compensation at the date of disability, to be paid until such time as the member would have otherwise qualified to retire pursuant to subsection (c) of this Article XV. Thereafter, the member shall receive a retirement allowance calculated as if the member had retired pursuant to subsection (c).

Heart attack and hypertension may be considered accidental disability.

Any member of the Plan who remains disabled from service as a police officer due to the reasons set forth in this subsection for eighteen (18) consecutive months shall be required to apply to retire hereunder.



(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%).

Any member of the Plan who remains disabled from service as a police officer due to the reasons set forth in this subsection for eighteen (18) consecutive months shall be required to apply to retire hereunder.

(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 the SPD. 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 Plan 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 at which the member is required to contribute to the Plan 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.

(m) Spouse/Family Benefits When an Employee is killed while on duty:

- A) In the event an employee is killed in the line of duty, the following benefits, in addition to any life insurance, state or federal payments or benefits, shall be provided to the employee's family:
- 1) Any officer killed in the line of duty shall be promoted to the next highest rank posthumously and shall receive all benefits associated with the higher rank.
 - 2) If the employee is married or unmarried with children, the family shall receive sixty-five percent (65%) of the employee's Annual Base Salary as define in Article XII, until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a federally insured program.
 - 3) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the employee's Annual base Salary as defined in Article XII, of this Agreement. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federally insured program.
 - 4) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XV, of this Agreement.
 - 5) In the event that the employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.



It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension.

(n) Discipline Record

1. No employee shall be disciplined without Just cause.
2. Any record of disciplinary action included in an officer's personnel file will be expunged from that file within two (2) years, provided that during the interim period the member has had no further departmental charges.

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.

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 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

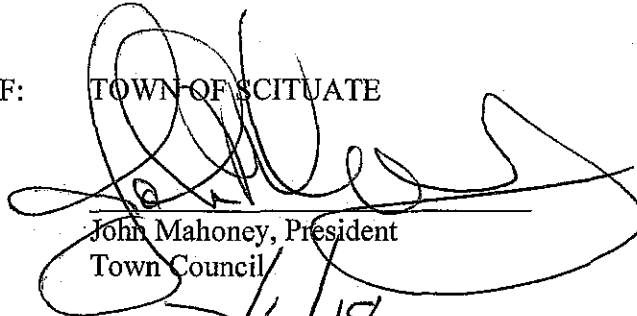
This agreement shall be for the period commencing July 1, 2018 and ending June 30, 2021.

IN WITNESS WHEREOF, the said Town of Scituate has caused this instrument to be executed and its corporate seal to be affixed by John Mahoney., 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, effective as of the day and year first above written.

EXECUTED IN THE PRESENCE OF:

Karen S. Beattie

TOWN OF SCITUATE

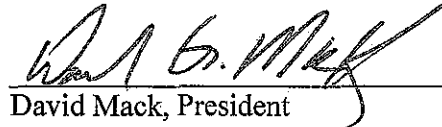


John Mahoney, President
Town Council

Date: 7/6/18

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, SCITUATE
LOCAL 502

Karen S. Beattie



David Mack, President

Date: 7/6/18

CURRENT HEALTH COVERAGE SUMMARY TO BE PLACED AT END OF CONTRACT]