

POLICE AGREEMENT

BETWEEN

THE TOWN OF BARRINGTON, RI AND IBPO LOCAL #351

FROM JULY 1, 2013 THROUGH JUNE 30, 2016

TOWN OF BARRINGTON AND IBPO LOCAL #351
COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

Pursuant to the provisions of Chapter 28-9-2 of the General Laws of Rhode Island, as amended, entitled, "The Policemen's Arbitration Act," as amended, this Agreement is made and entered into this 1st day of July, 2013, A.D., by and between the Town of Barrington, RI, (the "Town") and Local #351, International Brotherhood of Police Officers (the "Union").

ARTICLE I

Section 1. RECOGNITION

The Town hereby recognizes and acknowledges Local #351, International Brotherhood of Police Officers as the exclusive bargaining agent for all regular policemen from the rank of Patrolman up to and including the rank of Lieutenant for the purpose of collective bargaining and entering into agreements relative to wages and rates of pay, hours, working conditions and other terms and conditions of employment. Each employee covered by this Agreement who fails voluntarily to acquire and maintain membership in Local #351 shall be required as a condition of employment beginning on the 60th day following the execution of this Agreement to pay to the Union a service charge as a contribution towards administration of this Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as Local #351's regular dues, exclusive of initiation fees.

Section 2. SECURITY IN EMPLOYMENT

The Town agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or legitimate activities or participation in the affairs of Local #351.

ARTICLE II

Section 1. SENIORITY

- a) The employees of the Police Department shall have seniority rights in grade and said seniority, insofar as practicable, shall prevail with regard to transfers to any division, department or any other post by whatever name the transfer may be labeled; also, transfers to shifts, beats or posts, days off, vacation, holidays and any and all circumstances or situations by whatever name they may be given; provided that the Chief shall be allowed discretion as to trial periods and whether to follow seniority, upon written advice as to why seniority is not being followed, such disqualification to be reviewable through the grievance procedure.
- b) All bids shall be published in the daily bulletin for two (2) days. Personnel interested in the vacant position will submit, in writing, their application for said vacant position, to the Chief in four (4) days from the last day the bid was published. A special notice shall be sent to members on sick leave or on vacation at the time the bid was published. A copy of the Daily Bulletin in which the bid was advertised shall be sufficient notice to comply with this section.

Police officers shall be allowed to choose their work shifts on a seniority basis after their first two years as police officers and based on their seniority thereafter. Unless such request is contrary to the needs of the department, such requests shall be honored. Shift bids shall take place in December of each year and officers shall be assigned their respective posts by the first week of January of each year. Seniority shall prevail with respect to all annual shift bids.

- c) A senior officer may reject the position or benefit at his/her discretion without the need of any explanation on his/her part.

Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail.

- d) The seniority of a police officer shall be determined by the length of time said police officer has been a member of the Police Department. In the event that more than one employee was appointed on the same day, then the senior officer will be the officer who was issued the lower number. The lowest number, being the number one (1), shall be the most senior officer and the seniority of all other officers shall follow from his/her number in accordance with the numbers held at the date of the execution of this agreement.
- e) If there is a trial period, a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, Chief of Police and the Town Manager.
- f) Seniority of employees shall be according to grade. Seniority of employees within each grade shall be computed according to continuous service and in said grade from the date of the original employment by the Town at the start of the employee's training period; provided, however, that active service of an involuntary nature in the armed forces of the United States shall be considered as part of said employee's continuous service; provided further that such service shall not be considered as continuous if the employee reenlists or extends his/her service period beyond the initial compulsory tour of duty.
- g) Seniority in grade shall be based upon the most current Barrington Police Department seniority list.

Section 2. SERGEANT PROMOTION

- a) Promotion to the rank of sergeant shall be made on a competitive basis as prescribed by the Town Charter and ordinances and regulations of the Police Department; provided, however, that the various criteria specified therein shall be weighed as follows:

| | |
|--------------|------------|
| Written exam | 50% |
| Seniority | 20% |
| Education | 5% |
| Oral Board | <u>25%</u> |
| | 100% |

To participate in the promotional process, a sergeant candidate must have a minimum of three (3) full years of experience as a sworn police officer with the Town of Barrington Police Department on or before the date upon which the written exam is scheduled to be given.

b) WRITTEN EXAM

The sergeant candidate must pass the written exam with a score of 70% or higher to continue in the promotional process. The written exam represents a maximum of 50% of the candidate's total score.

c) SENIORITY

One percent to a maximum of 20% will be awarded to each sergeant candidate for each full year of service as a sworn police officer with the Town of Barrington Police Department computed to the scheduled date of the written exam. Each sergeant candidate will be awarded .0833 (12 months divided by 1 percent) of a percentage point for each additional month after the last full calculated percentage point. In addition, every candidate will receive one full monthly credit (.0833) for the month that the written exam is scheduled in regardless of their anniversary date.

d) EDUCATION

One percent will be awarded for each of the following series of college degree credits: (Credits must be from an accredited, recognized college or university.)

| | | |
|----------------|---|------------------|
| 30 credits | = | 1% |
| 60 credits | = | 1% |
| 90 credits | = | 1% |
| 120 credits | = | 1% |
| Masters Degree | = | <u>1%</u> |
| TOTAL | | 5% maximum award |

e) ORAL BOARD

The oral board interview process shall represent a maximum of 25% of the sergeant candidate's promotional score. Each board shall be comprised of three (3) police officers holding the rank of sergeant or higher picked from similar size departments.

- 1 Oral Board Member selected by the Union
- 1 Oral Board Member selected by the Chief of Police
- 1 Oral Board Member selected by the Town Manager

When conducting their review of promotional candidates, the oral board shall consider among others, the sergeant candidate's personnel file, the shift commander's evaluation of the candidate and the candidate's service record. The service record shall consist of a description of the candidate's participation in special departmental assignments, his/her attendance record, the number of summonses and tickets issued by the candidate and any other information pertinent to the candidate's

job involvement, performance and productivity. Fifteen (15) calendar days before the written promotional exam is scheduled to be conducted, each candidate shall be permitted to examine and review the documents that will be presented to the oral board. To continue in the promotional process, at least ten (10) days before the written exam is scheduled to be conducted, all participating sergeant candidates shall read and certify that they have reviewed their records by affixing their signature on a form provided by the Chief of Police or his/her designee.

During the oral board review process, the promotional candidate shall be given the opportunity to address the board concerning his/her promotion.

The Town Manager shall select the sergeant candidate he/she believes to be best qualified for the job from the top three (3) candidates on the eligibility list. Once a candidate is promoted to the rank of sergeant all other sergeant candidates on the active eligibility list will advance one position.

- f) Promotions to the position of detective shall be by competitive examination based upon use of the same criteria and scoring as the sergeant promotional process. The oral board shall consist of three (3) police officers holding the rank of detective sergeant or higher picked from similar size departments chosen in the same manner as for the sergeant's promotional process.

The Chief shall select the detective candidate he/she believes to be best qualified for the job from the top three (3) candidates on the eligibility list. Once a candidate is promoted to the rank of detective all other detective candidates on the active eligibility list will advance one position.

- g) Each promotional battery shall be valid for eighteen (18) months from the date of certification by the Town Manager. After eighteen (18) months, the next promotional battery shall be conducted only when there is a vacancy in the rank of sergeant or detective.

Section 3. LIEUTENANT PROMOTION

- a) To participate and to be eligible in the promotional process to the rank of Lieutenant, a member must have completed one full year of service in the Sergeant grade as a sworn police officer. The Chief of Police shall post all Lieutenant vacancies to the IBPO membership and conduct interviews with the Town Manager of any Sergeant who is eligible for promotion and who has expressed in writing, his/her interest in being considered. If for any reason there are no Sergeants who express interest in writing for this position, the IBPO and Town of Barrington shall determine a method to fill said vacancy.
- b) When conducting their review of the promotional candidate, the interview board shall consider such aspects of the candidate's seniority and service record. Consideration shall also be given to, but not limited to, the candidate's participation in special department assignments, his/her attendance record, and any other information pertinent to the candidate's job involvement, performance, initiative and leadership. After all eligible Sergeants have been interviewed, the Chief of Police shall then appoint a sergeant'(s) to the vacant Lieutenant position(s). All appointments shall be final.

- c) Fifteen (15) calendar days before the Lieutenant's promotional interview is scheduled; each eligible candidate shall be permitted to examine the documents which will be reviewed by the Chief of Police and the Town Manager during the interview. To continue in the promotional process, at least ten (10) days before the interview is scheduled to be conducted, all participating candidates shall read and certify that they have reviewed their records by affixing their signature on a form provided by the Chief of Police or his/her designee.

ARTICLE III

Section 1. DUTIES

The duties of the members of the Police Department shall consist of the repression and prevention of crime and the enforcement of the Constitution and laws of the United States and the State of Rhode Island, all Town ordinances and regulations and other necessary or related auxiliary, administrative and service functions. Such duties are not to include automotive maintenance, and building and property maintenance except emergency repairs, janitorial services, and other such related activities. The Town shall offer training on a voluntary basis leading to an EMT-A certificate, which would result in state certification.

ARTICLE IV

Section 1. WORK SCHEDULE

Within the limits of reasonable operating efficiency and proper utilization of manpower, the schedule of work will consist of four (4) consecutive eight (8) hour days on duty, followed by two (2) days off duty. An eight hour tour of duty shall be for eight (8) hours including a one-half (1/2) hour lunch period.

Section 2. SHIFT SCHEDULE

- a) There shall be three (3) permanent non-rotating eight (8) hour consecutive shifts as follows: From 12:00 a.m. to 8:00 a.m., from 8:00 a.m. to 4:00 p.m., and from 4:00 p.m. to 12:00 midnight, and a fourth platoon that shall have variable shift hours to be determined by the Chief. The shifts shall apply to all personnel in the department except those officers who are assigned to the Detective Division or to the fourth platoon and those officers who may on occasion be placed on special assignments. In selecting employees for permanent assignment to any shift, such selection shall be made in accordance with Article II, Section I on Seniority.
- b) When, for the purpose of temporarily reducing the strength of a shift and increasing the strength of another shift, any officer who is taken from the platoon and normal cycle to which he/she is assigned and detailed to said other shift, said officer shall, at the end of the cycle to which he has been detailed, rejoin his/her platoon at the beginning of its next succeeding normal cycle. Any officer taken from his/her assigned platoon and detailed as above stated to another platoon shall not be so detailed again until all of the other officers in his/her platoon have served a similar detail, except where the operating efficiency of the department would be

impaired. Any such temporary transfer shall be made in accordance with Article II, Section I, governing Seniority.

- c) The Lieutenant of Field Operations and the Detective Bureau Lieutenant shall be assigned an Administrative schedule working Monday through Friday, 0800-1600 hours, with weekends off and shall not be counted as manpower for staffing of a shift unless replacing a shift vacancy on overtime in accordance with Article IV, Section 7. Both Lieutenants would be off on holidays listed in Article V, Section 2(a).

Section 3. SHIFT SUPERVISION

- a) Whenever practicable, while still preserving the working efficiency of the department, there shall be assigned at all times to each of the three shifts, at least one Sergeant other than the Chief of Police, Deputy Chief, and/or Lieutenant, which Sergeant shall be in charge of said shift in the absence of the Chief of Police, Deputy Chief and/or Lieutenant.
- b) There shall also be a fourth Sergeant assigned to a swing shift position who will work two (2) 4 P.M. – 12 shifts and two (2) 12 – 8 A.M. shifts. The swing shift Sergeant will be scheduled to work on the regular days off of the 4 P.M. – 12 and 12 – 8 A.M. Sergeants to create constant shift supervision for the two shifts.
- c) In the event any shift is left solely with officers who have less than five (5) years experience from their date of hire as a patrol officer, only those officers with five or more years experience from their date of hire and have attended and completed a basic five (5) day supervisory training class will be allowed the call back to serve in charge of the shift. Training shall be consistent with Article XVI Section 3 of the CBA. The cards of those officers with less than five years experience will remain in the same position without being moved in the call back box.
- d) In selection of employees for permanent assignment to any shift, other than Special Services, employees with seniority shall be given preference.

Section 4. CHANGE IN TOUR OF DUTY

The hours of an employee's normal tour of duty shall not be changed without him/her receiving at least twenty-four (24) hours' advance notice. This provision shall not affect the right of the Police Department to "call back" an officer as defined elsewhere in this Agreement. Failure to give such advance notice shall not excuse an employee from reporting for duty as ordered, but such failure to give such advance notice of change shall be construed as a "call back" subject to all of the provisions of this Agreement dealing with "call back" pay, provided, however, that in an emergency the provisions of this section shall not be deemed to apply.

Section 5. OVERTIME

Notwithstanding the provisions of Chapter 5, Section 3, of the Ordinances of the Town of Barrington, all hours worked in excess of the regular eight (8) hour tour of duty, shall be compensated for by payment at the rate of one and one-half times the annual salary of the individual divided by 1948, not later than the earliest possible payroll period following such work. Authorization for work overtime shall be obtained from the officer in charge of the station.

Overtime will not be paid for the first one-half (1/2) hour after each normal eight (8) hour shift unless such work is necessary in the performance of assigned duties and such extension of duties received prior approval from an officer of higher rank.

When an officer performs authorized overtime work for any part of one-half hour, he/she shall be credited with one-half hour's compensatory time off or he/she may, at his/her option, add two such periods together and receive one hour's overtime pay. When an officer works more than thirty (30) minutes overtime but less than a full hour, he/she shall receive a full hour's overtime pay.

Section 6. COMPENSATORY TIME OFF (CTO)

*All references to Chief are intended to mean the Police Chief or his/her designee.

- a) Overtime may be compensated for by "compensatory time off," at the election of the employee and upon his/her written request specifying the date and hours of time off he/she desires. Use of all CTO time shall be approved by the Chief in accordance with the staffing needs of the department. If the Police Chief does not approve the time specified, with good cause, the employee may submit an alternative written request, as above provided, or within the restrictions provided he shall be compensated by payment not later than the earliest possible payroll period.
- b) If the employee shall elect "compensatory time off," he/she may also elect to allow the same to accumulate and hold/bank a maximum of seventy-two (72) CTO hours, provided, however, that he/she so notifies the Police Chief and provided, further, however, that at such time as he/she shall elect to take "compensatory time off," his/her right herein above set forth to specify the date and hours shall still prevail. Department members shall submit a written request to use CTO to the Chief at least forty-eight (48) hours in advance of the day he/she wants to use said time. Every effort shall be made to respect that request. However, the Chief or the officer in charge may approve CTO for a department member less than forty-eight (48) hours in advance.

In those cases where the Chief is not available, a shift supervisor (officer in charge) may approve a request to utilize CTO with less than forty-eight (48) hour notice if the leave request for CTO does not cause overtime.

When an employee accumulates in excess of seventy-two (72) hours of CTO, the Chief shall have the right to schedule that employee off to reduce his/her CTO accumulation.

On the tour of duty prior to scheduling an employee off on CTO, the Chief will notify that employee of his/her intention to schedule him/her off on CTO, with less notice by mutual agreement.

The Chief shall make every effort to allow that employee to choose the day(s) he/she wants off from duty within the Chief's specified time frame and in accordance with the staffing needs of the department.

Department members may annually (calendar year) carry forward seventy-two (72) CTO hours, but shall, at no time, be eligible for monetary compensation for any CTO, unless denied the opportunity to use CTO in accordance with the terms of this provision/article.

CTO may not be used for early retirement.

It is further agreed that any "Compensatory time" which is earned and accumulated may be used as sick leave at the officer's discretion.

At the Chief's discretion, CTO may be used in increments up to four (4) consecutive work days or longer and may be combined with vacation leave resulting in more than four (4) consecutive work days off.

Section 7. CALL BACK

In the event that additional police personnel are needed because of special or unusual circumstances or for any emergency, off-duty members of the department shall be first recalled into service, and if insufficient members of regular police personnel are not available to meet the particular need, then members of the constable force may be utilized. Employees called back during emergencies shall be compensated for at least four (4) hours. The pay for this time shall be at the overtime rate of pay as herein above set forth in Section 5. Call back pay shall not apply when the return to work is an extension of the employee's normal work day, either before or after the normal tour of duty, unless the call back precedes a officer's normal shift hours by two (2) hours, in which case the four (4) hour minimum shall apply. Payment for the hours worked under the latter conditions shall be made at the overtime rate of one and one-half.

Whenever it is necessary for police personnel to make court appearances when off duty, a minimum of four (4) hours shall be paid at the overtime rate of pay. Officers shall not be required to stand by without pay for court appearances.

Call back shall be rotated among officers according to seniority. If an officer is reached and accepts a call back, the officer's name shall be placed at the bottom of the call backlist. If an officer is reached, and declines, the officer shall not be moved on the call backlist and the next name shall be called. Detective callbacks shall not be included in patrol officer callbacks and vice versa.

On the occasion when any shift will be staffed solely with officers who have less than five (5) years of experience as computed from their date of hire as a patrol officer, the call back procedure

will be used to assign an OIC to this shift with the following exception: only those officers with five or more years of experience from their date of hire and have attended and completed a basic five (5) day supervisory training class as Barrington police officers will be allowed the call back. The cards of those officers with less than five years of experience will remain in the same position, i.e., will not be moved, in the call back box.

Officers assigned to Detectives will be offered patrol overtime only if every member in the patrol callback list refuses said overtime shift. The Patrol Lieutenants will be included in patrol overtime call back box.

Section 8. SUBSTITUTIONS (Mutual Switch)

The Police Department will, on a voluntary basis, during the term of this Agreement, allow substitutions of vacations and shifts between personnel of equal rank provided, however, that the reason for the substitution shall be approved by the Chief, which approval shall not be unreasonably withheld, and provided further that the employees seeking a mutual switch secure the permission of the Chief of the Department at least 48 hours in advance of said mutual switch.

ARTICLE V

Section 1. VACATIONS

All employees on the anniversary date of their employment with the Town shall be entitled to vacation days according to the following schedule:

| | | | |
|----|------------------------------|--------------------------|---------------------------------|
| a. | <u>Years of Town Service</u> | | <u>Annual Vacation Days</u> |
| | <u>More Than</u> | <u>Less But Than</u> | |
| | 1 yr. | 5 yrs. | 16 |
| | 5 | 10 | 18 |
| | 10 | 15 | 22 |
| | 15 | 20 | 23 |
| | 20 and over | | 25 |

b. A minimum of one (1) day's vacation may be taken at any one time. Fractions of one day's vacation shall not be allowed. Unless approved by the Chief or his/her designee, vacation shall not be used in increments of more than eight (8) consecutive workdays. Use of vacation time shall be approved by the Chief or his/her designee in accordance with the staffing needs of the department. Vacation credits shall be paid at the rate of annual salary divided by 1948 multiplied by 8 hours.

c. Each December, all employees shall bid their annual first choice vacation leave by seniority for the following calendar year. All employees shall annually bid a minimum of four (4) consecutive vacation days at one time to a maximum of eight (8) consecutive vacation days.

If during that year an employee wishes to change his/her first choice annual bid of vacation leave, the Chief shall consider and may grant the change if it does not adversely affect any other members' first choice annual bid of vacation leave or the efficient operation of the department.

Vacation periods shall be selected and granted according to rank and then according to seniority in the department consistent, however, with the efficient operation of the department. Uniformed police personnel (including detectives) shall be given priority over all other police related personnel in selecting vacation times as long as such selections have been made ninety (90) days in advance of the requested vacation period.

- d. An employee may hold/bank up to a maximum of twenty-five (25) vacation days, which may either be saved, used in accordance with the provisions of this article or sold back to the Town upon separation from Town service.

Upon reaching the maximum accumulation of banked vacation days (25 days), department members must use their excess vacation leave (i.e., vacation days in excess of twenty-five) during the anniversary year of their employment with the Town or forfeit any unused time in excess of the authorized bank.

For example, an employee who has twenty-five (25) days in the bank and reaches his/her anniversary date and, because of time in service, acquires twenty-five (25) more days vacation leave would now have a total of fifty (50) days vacation. During that anniversary year, he/she must use twenty-five (25) days vacation leave in accordance with the provisions of this agreement so that his/her vacation bank is reduced to twenty-five (25) days prior to that employee's next anniversary date. Failure to use excess time shall result in loss of said time.

Vacation leave shall not be used for early retirement.

Upon separation from Town service, employees shall be paid for their bank of vacation leave up to a maximum of twenty-five (25) days. Vacation credits shall be paid at the rate of the officer's annual salary ÷ 1948 x 8 hours.

Section 2. PAID HOLIDAYS & HOLIDAY PROCEDURE

- A. The following holidays shall be paid for all members of the department:

| | |
|------------------------|-----------------------|
| New Years Day | Thanksgiving Day |
| Lincoln's Birthday | Christmas Day |
| Memorial Day | Armistice Day |
| Independence Day | Washington's Birthday |
| Labor Day | Columbus Day |
| VJ Day | RI Independence Day |
| Martin Luther King Day | |

Also, any day which is not a regular holiday for other Town employees, but which is specially declared to be a holiday for other Town employees by the Town Council for some particular reason, such as a Presidential assassination. Also, members shall be entitled to one personal day off a year of their own choosing, with pay, subject to the Chief's approval of the timing, which approval shall not be unreasonably withheld. Said personal day shall be used within one year of issue.

B. Holiday pay shall be computed at the rate of an officer's annual salary ÷ 1948 x 8 hours.

Section 3. PRIORITIES FOR TAKING TIME OFF & SHIFT STAFFING MINIMUMS

~~The order of priority for taking time off from normally scheduled work shall be: Military leave, vacation time, and compensatory time off.~~ *The following leave procedures will apply to all three shifts. At no time shall Regular CTO be used that creates overtime unless when normal staffing levels have three (3) officers for duty.*

- 1) *All department shifts will run with a minimum staffing level of three (3) officers at all times, except for Friday and Saturday on the 4-12 shift which will be staffed with (4) officers.*
- 2) *Anytime there are five (5) officers scheduled for duty, two (2) officers can be off on either VAC or CTO with the third officer off only on FLSA CTO. The only exception to this rule would be on the 4-12 shift on a Friday or Saturday which allows two (2) officers off but each must be out on vacation leave or a combination of one vacation and one FLSA CTO. NO THIRD OFFICER OUT on Fridays and Saturdays.*
- 3) *Anytime there are four (4) officers or less scheduled for duty there can only be one (1) officer off on VAC or CTO with the second officer off only on FLSA CTO. The only exception to this rule is when four (4) officers are for duty on the 4-12 shift on a Friday or Saturday, two (2) officers are allowed off but each must use vacation leave or a combination of one vacation and one FLSA CTO. No Regular CTO can be used.*
- 4) *When only three (3) officers are for duty during the 00:00 to 08:00 shift; one (1) can be off on vacation or CTO, the second shall only be off on FLSA CTO.*
- 5) *At the Chief's discretion and only with his authorization will any additional time off be granted to officers to the aforementioned regulations.*
- 6) *Whenever the Shift is operating at "minimum staffing levels of 3 or 4", one (1) officer may leave town for a short period of time to perform police duties not to exceed two hours. If the assignment is expected to exceed two hours, IE court arraignment, transporting a vehicle or guarding a prisoner at a hospital etc., then a replacement officer shall be called in on overtime.*
- 7) *Whenever an officer chooses to leave his/her shift early, FLSA CTO must be used if it*

causes a shortage, not to exceed maximum personnel off as noted above.

- 8) *FLSA CTO will not be used first when using CTO. It will be used at officer's discretion.*
- 9) *Exceptions to Minimum Staffing levels: When any member has been removed from active duty status for the Family Medical Leave Act or Military Leave, they shall not be counted towards the staffing levels when determining leave status for other members. When any member has been removed from active duty status for more than one tour of duty (four days) for any of the following reasons; Administrative Leave with or without pay, Suspension, Light Duty Status, Injured on Duty Status, Authorized training class'(s) or sick leave they shall not be counted towards the staffing levels when determining leave status for other members.*

ARTICLE VI

Section 1. SICK LEAVE

- A. Each member of the Police Department shall earn sick leave at the rate of ten (10) duty hours for each full calendar month of service, accumulative up to a total of 960 hours. During the month of January in each year, the Town of Barrington shall post the usage and accumulated balance of sick leave through the preceding year for all employees.
- B. Sick leave for members of the Police Department shall be granted for the following reasons:
 - 1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her present position;
 - 2) Attendance upon members of the family within the household of the employee whose illness requires the care of such employee, provided, that not more than seven (7) working days with pay shall be granted to the employee for this purpose in any one calendar year.
 - 3) Forced quarantine when established and declared by the Department of Health or other competent authority for the period of quarantine only.
 - 4) In the event that an employee shall become incapacitated by reason of illness after reporting to his/her regularly scheduled work, said employee shall be charged by the half-hour for the time not worked. Any part of one-half (1/2) hour worked shall be rounded off to the next highest half-hour.
- C. Sick leave may be taken without a doctor's certificate for two (2) days, but not later than the third day of such disability, the employee shall furnish to the Chief of the Department a certificate of his/her attending physician fully stating the nature and extent of such person's illness or injury, and certifying further, that such person is not able to perform the duties of his/her employment; provided, however, that if such person is not under the care of a

physician, and/or the Town requires such certificate at any time during the disability, the Town shall pay for the cost of obtaining the same.

Section 2. BENEFITS FOLLOWING DEATH

- A. In the event of death the beneficiary shall receive all pay for accumulated days off and vacation pay, pursuant to Article V, Section 1d.
- B. When an officer with twenty (20) years of active duty as a police officer with the Town dies while in service, his/her widow or estate shall receive fifty percent (50%) of the value of his/her unused sick leave credits.

Section 3. ILLNESS IN LINE OF DUTY

- A. Members of the Police Department who are injured in the line of duty shall receive full salary while their incapacity exists, or until they are placed on a disability retirement in conformity with the Rhode Island General Laws, Section 45-19-1, and any other law or ordinance.
- B. Medical care for injuries or illness in the line of duty shall be as follows:
 - 1) Those members injured or who contract illness in the line of duty whose condition requires admittance to a hospital, shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The choice shall be made by the employee, or if his/her condition prevents him/her from making the choice, the choice shall be made by his/her nearest relative who may be available at the time. In other cases which do not require hospitalization, the employee shall have the right to a specialist of his/her own choice from the staff of a hospital in the State of Rhode Island for initial treatment at the hospital and for subsequent treatment at the selected physician's office. In cases which are of a minor nature (minor lacerations, abrasions, contusions, etc.) the judgment of the resident physician shall be followed regarding the necessity of calling in a specialist. When an employee has suffered a minor injury, which does not require the care of a physician, in the line of duty, and has been treated by a member of the rescue squad, a report on the injury and treatment shall be made to the Chief of the Department and become a part of the record of the department. Any subsequent worsening of the injury or of the immediate area of the injury caused by the original injury shall entitle the individual to the benefits of this article. In any case where an employee desires to be hospitalized in a hospital outside the State of Rhode Island, or to be treated by a physician outside the State of Rhode Island, the Town of Barrington shall permit said employee to be so hospitalized or to be so treated by such physician only if there is on file with the Town Clerk of the Town of Barrington a certificate from the employee's resident physician in the State of Rhode Island that such hospitalization outside the State of Rhode Island or such treatment by a physician outside the State of Rhode Island is required for the proper treatment and/or cure of said employee's injury or physical condition.
 - 2) When an employee has suffered a previous injury and an occasion arises when that injury re-occurs in any nature, the employee shall be entitled to the immediate examination by the

physician who attended him/her for the original injury at the Town's expense. In the event the physician who treated the employee for the original injury is not available for reason of illness, death or from other circumstances the employee shall have the right to engage a specialist of his/her own choice duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this article; provided, however, that the Town of Barrington shall have the right to have said employee examined by the Town physician or by a physician selected by him/her and the decision of the Town physician as to whether or not said employee is actually suffering from a recurrence of the injury shall be final and binding.

- 3) The Town agrees to pay all expenses for inoculation or immunization of members of any employee's family residing in his/her household when such becomes reasonably necessary as a result of said employee's exposure to a contagious disease in the line of duty.

Section 4. DEATH OF MEMBER OF FAMILY

Leave for a death in an officer's family shall be granted when the deceased is an officer's mother, father, wife, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or spouse of his/her brother-in-law or sister-in-law. Such leave shall not be deducted from sick or vacation leave unless it exceeds three (3) working days in the case of the death of the officer's wife or blood relatives listed above or unless it exceeds one (1) day in the case of relatives not listed or relatives by marriage other than his/her wife.

Section 5. PURCHASE OF UNUSED SICK LEAVE CREDITS

At such time an employee attains accumulated sick leave credits of 100 days or more as posted on January 1st of each year, the Town shall purchase that portion of credits earned during the subsequent year that are not used at a rate of 75% of a full day's pay. Payment shall be made with the first payroll in January. A full day's pay shall be computed the same as holiday pay. An employee may accumulate sick leave credits to a maximum of 120 days prior to commencing to sell back unused credits as proposed herein.

Section 6. CONVERSION OF UNUSED SICK LEAVE CREDITS UPON RETIREMENT

- A. An employee shall receive severance pay at the time of his/her normal retirement equal to one-third (1/3) of his/her accumulated sick leave credits as posted on the previous January 1st, computed to the closest full day amount. A day's pay shall be considered eight (8) hours and be calculated the same as paid holidays.
- B. The employee shall have the option of using one-third (1/3) of his/her accumulated sick leave or forty (40) days of accumulated sick leave credits for early retirement, in lieu of receiving severance pay at the time of normal retirement, with each day of credit (8 hours) being equal to one duty day.

- C. Receipt of the retirement bonus is contingent upon the Town being advised in writing by an employee by February 1st of his/her intention to retire during the ensuing fiscal year of the Town, commencing on the next July 1st.

ARTICLE VII

Section 1. SPECIAL DETAILS

- A. Special private details shall be offered to members of the Department on a rotation basis determined by seniority as established by the official seniority list to be posted at all times in the officers' room. If an officer is reached and accept the detail, the officer's name shall be placed at the bottom of the detail list. If an officer is reached, and declines, the officer shall not be moved on the detail list and the next name shall be called.
- B. With respect to private details, they shall be as follows:
 - 1) All private and public details shall be paid at the overtime rate of time and one-half of the officer assigned. ***All private and public details shall be paid by the Town no later than the earliest possible payroll period following such work upon receipt of the detail slip.***
 - 2) Any time over fifteen (15) minutes shall be considered as a half hour and any time in excess of thirty (30) minutes shall be considered a full hour.
 - 3) A minimum of four (4) hours pay shall be received per assignment.
 - 4) If a detail is canceled without at least four (4) hours notice to the assigned officer, he/she shall receive a minimum of four hours pay. If an officer who has been assigned to a private detail fails to give at least four (4) hours notice that he will not be present for the detail, it shall have the same effect on the detail roster as if he had served the detail.
 - 5) Compensation for private details performed on New Year's Day, Christmas Day, Thanksgiving Day, 4th of July, Christmas Eve and New Year's Eve shall be paid at double time the standard hourly rate of the assigned officer.
- C. The Chief of the department shall review all private details and their related working conditions and will promulgate such rules and regulations with regard to working conditions in private details as he deems necessary and will also take into consideration any recommendations made by Local #351 in that regard.
- D. Whenever an officer of the Barrington Police Department who has been assigned to private or special detail is injured in the course of such detail, he/she shall be compensated by said Town for all medical and hospital expenses, etc., and also his/her regular salary shall be continued during the period of incapacity as provided by Section 45-19-1 of the Rhode Island General Laws.

ARTICLE VIII

Section 1. PROTECTIVE GEAR

- A. In addition to the annual clothing allowance, the Town agrees to supply members of the Police Department with the following equipment when such equipment is necessary in the performance of duty by the particular police officer involved.
- B. Protective rain equipment, weapons, ammunition, helmets, night sticks, cartridge holders, keys, badges, handcuffs and cases, illuminating clothing for night duty and any other equipment reasonably necessary for the normal performance of duties. Flashlights and batteries to be furnished at the expense of the Town.

Members of the police department shall be permitted to purchase, at their own expense, and wear under their regular uniform shirt, a black turtleneck sweater with the monogram "BPD" on one side of the neck of the sweater and an embroidered Barrington Police Department patch on the other side. All such sweaters shall be uniform in appearance.

- C. Each employee shall receive an annual clothing allowance of \$700. In addition thereto, the Town agrees to absorb the expenses incurred by any employee arising from the loss or damage to clothing or equipment, not to include ordinary wear and tear, occasioned while in the line of duty. For the purpose of this section, line of duty shall be interpreted to mean at any time while said employee is properly engaged in his/her capacity as a member of the Police Department.
- D. The Town hereby agrees to consult Local #351 concerning any change in the uniforms used by the employees with the intent to get approval whenever possible by the majority of the employees. If a majority of the employees disapprove of such change or changes, it may, at the election of Local #351, be submitted under the grievance procedure provided for herein. If the grievance reaches the arbitration stage, the independent decision of the arbitrator as to whether or not the change in uniforms shall take place, shall be final and binding. If the Town requires such a change in uniforms, or any part thereof, at a time sooner than the normal life of the existing uniforms, the Town shall absorb the full expense for the purpose of any new uniforms or variations thereof.
- E. The Town shall purchase bullet proof vests for each police officer. Vests shall be replaced in accordance with the manufacturer's warranty. While on duty, each patrolman/officer shall be required to wear the vest. All vests shall remain the property of the Town of Barrington. Upon termination of employment the vests will be returned to the Town or a prorated share of the replacements cost will be reimbursed to the Town.

ARTICLE IX

Section 1. TIME OFF WHILE PERFORMING THE IBPO DUTIES

All employees covered by this Agreement who are officers of Local #351, International Brotherhood of Police Officers, or who are appointed as members of said Local's collective bargaining negotiating committee (not to exceed three [3]), shall be allowed time off with pay for official local business in negotiations and/or conferences with the Town administration when such business is reasonably required to be conducted during working hours. In addition, a total of three (3) days off with pay shall be allowed annually for other Union business for each individual IBPO Official not to exceed three (3) days for each officer or a total of (9) nine days.

ARTICLE X

Section 1. SALARIES

2013 – 2014 (2%)

| <u>Step</u> | <u>Patrolman</u> | <u>Detective</u> | <u>Sergeant</u> | <u>Lieutenant</u> |
|-------------|------------------|------------------|-----------------|-------------------|
| Recruit | 40,057 | | | |
| A | 44,508 | | | |
| B | 47,486 | | | |
| C | 50,478 | | | |
| D | 56,437 | 60,700 | 63,606 | 72,603 |

2014 – 2015 (2%)

| <u>Step</u> | <u>Patrolman</u> | <u>Detective</u> | <u>Sergeant</u> | <u>Lieutenant</u> |
|-------------|------------------|------------------|-----------------|-------------------|
| Recruit | 40,858 | | | |
| A | 45,398 | | | |
| B | 48,436 | | | |
| C | 51,488 | | | |
| D | 57,566 | 61,914 | 64,878 | 74,055 |

2015 – 2016 (2%)

| <u>Step</u> | <u>Patrolman</u> | <u>Detective</u> | <u>Sergeant</u> | <u>Lieutenant</u> |
|-------------|------------------|------------------|-----------------|-------------------|
| Recruit | 41,675 | | | |
| A | 46,306 | | | |
| B | 49,405 | | | |
| C | 52,518 | | | |
| D | 58,717 | 63,152 | 66,176 | 75,536 |

STEP

- A During the first six (6) months of employment.
- B After six (6) months of continuous full-time employment.
- C After three (3) months of continuous full-time employment on Step B.
- D After one (1) year of continuous full-time employment on Step C.

Section 2. LONGEVITY PAY

- A. Employees shall be annually entitled to the additional longevity payments after completion of the following full years of service in the department:

| <u>Years of Service</u> | <u>Longevity Pay</u> |
|-------------------------|----------------------|
| 5 | 6.0% |
| 10 | 7.0% |
| 15 | 8.0% |

- B. Longevity pay shall be made in one lump payment in November of each year. Payments shall be made when the employee's anniversary date falls within the year preceding the month of payment. If an employee retires between the payment date of November and the preceding July 1st and receives his/her longevity payment in the lump sum method, he shall be entitled to his/her longevity payment in full payable in the first November subsequent to his/her retirement. The word "retires" in Article X Section 2 Longevity Pay (B) and (C) only shall mean any person who has ten (10) or more years in the Municipal Employees retirement system as a police officer with the Town of Barrington.
- C. Longevity pay will be used to compute pension benefits; an employee may, upon notification to the Town prior to October 1st, convert his/her annual longevity lump sum payment to annual salary, payable bi-weekly, and have it used for pension computational purposes. The employee shall receive the previously earned longevity payment in a lump sum in November. The bi-weekly payroll method shall commence the first full payroll period thereafter, and the employee shall receive longevity bi-weekly, as it is earned, from that date until he/she retires. If the employee has chosen the bi-weekly method of payment and retires between July 1st and November 1st, he shall receive the difference, or prorata share, between the amounts paid bi-weekly and the amount which would have been received under the lump sum payment method. This balance shall be paid to the retired employee during the month of November when all other lump sum longevity payments are made. A lump sum to payroll payment conversion shall not occur any sooner than three (3) years, or the current year(s) used for State Pension Plan salary base, prior to an employee's date of retirement.
- D. The Town shall deduct federal and state income and Social Security taxes from longevity payments.

Section 3. ACTING OUT OF RANK PAY

- a) If no sergeant has been assigned to a shift, the senior patrol officer in charge of the shift shall be compensated for that shift at his/her own step rate as if he were a sergeant. To qualify for out of rank compensation, the senior patrol officer shall have completed five (5) years of service and have attended and completed a basic five (5) day supervisory training class.
- b) If the Chief of Police assigns a duty, which is normally performed by a Lieutenant, to any member of the Police Department, said member shall be compensated at his/her rate as if he/she were a Lieutenant. The member shall be compensated per hour while performing the assigned Lieutenant's duty.

Section 4. UNIFORM ALLOWANCE

Each police officer shall be entitled to receive \$350 as an annual uniform maintenance allowance.

Section 5. SHIFT DIFFERENTIAL PAY

Personnel assigned to the 4:00 p.m. to midnight shift shall receive shift differential pay of twenty cents (20¢) per hour and those assigned to the midnight to 8:00 a.m. shift, twenty-five cents (25¢) per hour.

Section 6. LAYOFF

In the event that the Town at any time during the term hereof lays off employees covered by this agreement, the same shall be done on the basis of seniority -- that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first to be laid off and so on until the number required to be laid off has been met.

The Town's obligation under this paragraph shall be limited to notification and discussion and its final decision shall not be subject to the grievance procedure or other appeal. Employees shall be called back from layoff by seniority, i.e., the employee with the greatest seniority being the first to be called back.

Any officer who is willing to take voluntary layoff in the event officers are to be laid off shall be allowed to do so before the seniority provisions of the layoff section are instituted.

Section 7. RECRUIT PAY

The rate of pay for recruits shall be 10% less per hour than the current entering officer's salary until training is concluded, provided that the date of hire shall prevail with reference to all other benefits.

ARTICLE XI

Section 1. GRIEVANCE PROCEDURE

For the purpose of resolving alleged grievance of employees of the Barrington Police Department arising out of the interpretation of this contract, except as otherwise provided for in the Charter, the following grievance procedure is accepted by the parties hereto.

- A. The employee shall first present his/her grievance to the Chief of Police in writing within three (3) calendar days after the day on which the alleged grievance took place or the employee became aware of the same. Every effort will be made to resolve the grievance on this level before resorting to further proceedings in accordance with the provisions hereof.

- B. When an employee has brought his/her grievance to the Chief and such procedure has failed to resolve the grievance, the individual may in writing bring the grievance to the attention of the Town Manager. Within ten (10) calendar days after notification to the Town Manager of the grievance, the Town Manager shall arrange a meeting with such aggrieved party to establish the basis for such grievance and then investigate the same. Within ten (10) calendar days following such meeting, the Town Manager shall advise the aggrieved party in writing. If the decision of the Town Manager is not acceptable to the aggrieved party, within five (5) calendar days thereafter, the matter shall be submitted to arbitration as set forth hereinafter.

- C. Within five (5) calendar days following the receipt of the decision of the Town Manager, written notice shall be mailed to the Town Manager and to the Chief of Police indicating that arbitration has been resorted to. Within ten (10) calendar days after the mailing of such notice, both the Town and Local #351 shall appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated by it as its representative; these shall then meet and appoint a third disinterested person who shall act as Chairman of the Board of Arbitrators. In the event that the two representatives cannot agree upon the third disinterested person within five (5) calendar days following their appointment, then they shall request the assignment of an arbitrator by the American Arbitration Association.
 - 1) In all cases involving a grievance which is submitted to the Arbitration Board, such individual or individuals having the grievance shall be required to attend and present his/her grievance.
 - 2) Any decision handed down by a majority of the Arbitration Board shall be final and binding upon the parties hereto; provided, however, that if the Board of Arbitration decides that the matter presented to them is not specifically covered by this contract, then their decision shall so state and be only advisory in nature.
 - 3) All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

Section 2. COLLECTIVE GRIEVANCE

For the purpose of this article, whenever the employees collectively shall have a grievance or grievances arising out of the interpretation of this contract, said grievance may be presented in the same manner as provided for individuals under Section 1 of this article; provided, however, that the same shall be presented by a duly constituted commission of Local #351 pursuant hereto.

Section 3. LEGAL COUNSEL

In all such proceedings such individual or individuals shall be further entitled to be represented by legal counsel of his/her own choosing.

ARTICLE XII

Section 1. MANAGEMENT RIGHTS

Nothing herein contained, except as specifically authorized by applicable provisions of state law pertaining to the rights of police officers, shall be construed to limit the Town from regulating, managing and controlling the Police Department in accordance with state law, the Town Charter and local ordinances.

ARTICLE XIII

Section 1. MUNICIPAL POLICE - INCENTIVE PAY

Effective July 1, 1992, any sworn employee of the department who is reimbursed for his/her "eligible expenses" under the provisions of RIGL, Title 42, Chapter 28.1 as amended, shall remain employed by the Town for one (1) additional calendar year for each school year for which the Town reimbursed the officer. Any sworn employee completing less than one full school year shall remain employed with the Town for a period equal to the number of credit hours accumulated as it relates to a calendar year. For example, when a school year is equal to thirty (30) credit hours and an employee has accumulated fifteen (15) credit hours, he/she shall remain employed with the Town for an additional one-half year. An officer may leave the employment of the Town prior to completing this obligation if he/she reimburses the Town for "eligible expenses."

ARTICLE XIV

Section 1. PRESENT BENEFITS

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

ARTICLE XV

Section 1. FOOT PATROLS

- A. Except as hereinafter provided with respect to the month of December, no police officer, except in emergencies, shall be required to walk any foot post when extreme storm conditions exist, or in any event in any month except the month of December when outside temperature is below 30 degrees, and in the month of December when the outside temperature is below 20 degrees.
- B. All foot beats and posts shall be also covered by a police car patrol, and also all foot patrol officers shall be equipped with a means of communication at all times during such patrol, e.g. a walkie-talkie or other similar radio instrument.

Section 2. REMOVAL OF DEAD ANIMALS

No police officer shall be required to remove any dead animals from public or private property except that police officers shall move dead domestic animals to the side of the road during the period of time when the dog officer or members of the DPW are not regularly on duty.

No officer will be required to transport any animal in his/her police vehicle.

Section 3. DISPATCHER DUTIES

If dispatcher vacancies occur, civilian dispatchers (full and part time) will be offered the overtime shift first in accordance to Department Special Order SO-04-06. If the vacancy can not be filled with a dispatcher, the overtime shift will be offered to full time Police Officers from the overtime call back list. If the overtime can not be filled through the call back list, the junior Police Officer working during the dispatcher vacancy, shall be ordered to work the desk if staffing levels allow in compliance to Special Order 04-06.

ARTICLE XVI

Section 1. AUTOMOTIVE EQUIPMENT

Prior to the operation of a motor vehicle by an officer assigned to same, he shall first make a complete inspection of the condition of such motor vehicle. If he/she finds that such motor vehicle or its equipment is defective or inoperative to such an extent as to render his/her tour of duty dangerous, he/she shall cause these defects to be recorded in the day sheet and shall apprise his/her superior officers of same. Such officer shall not be required to operate such motor vehicle but shall be assigned to another motor vehicle available at Police Headquarters. If no motor vehicle is available at Police Headquarters for patrol, then such officer shall be assigned to other duty. At no time, except in emergency, shall a motor vehicle be assigned to patrol without communication equipment functioning and operative therein. All patrol vehicles shall be equipped with air conditioning.

Section 2. USE OF PRIVATE VEHICLES

No police officer shall be permitted to use or operate any privately owned motor vehicle in the performance of his/her duties except in an emergency, provided, however, that the Town hereby agrees to indemnify and save harmless said police officer from any and all damages resulting in any use of a private motor vehicle in the line of duty, and further to compensate him/her at a rate not less than twenty cents (20¢) per mile for such use.

ARTICLE XVII

Section 1. SCHOOLING

Whenever training courses or other schooling are offered to a member or members of the Police Department the officer chosen to attend such school shall be chosen on the basis of his/her ability, aptitude and interest in such program, as well as the needs of the department. When such schooling has been selected as available to members of the department, a notice of same shall be posted and every officer shall be given the opportunity to sign up to attend a school or other training program so that he/she may be given consideration in the selection of a candidate to attend a school or training course.

Section 2. SCHOOLING IN RHODE ISLAND

In the event a course of instruction for a police officer is offered within the State of Rhode Island, any officer who attends such school on his/her own time shall be reimbursed for any tuition and other reasonable expense, as determined by the Town Manager, that he/she incurs in the attendance of such school for as long as he/she remains in good standing in such course of instruction.

Section 3. SCHOOLING ON DAYS OFF

The Town agrees to allow an officer to take off a day of work when he loses a normal day off due to his/her attendance at an approved school, course or seminar.

ARTICLE XVIII

Section 1. BLUE CROSS/BLUE SHIELD

The Town of Barrington agrees to assume the full cost of coverage for Blue Cross HealthMate Coast to Coast, except as provided for in Section 4 of this article. The Town may substitute a comparable medical program through another provider with the consent of the union. In addition, the following in full:

- Health Mate and MAP programs as offered by BC/BS, if selected by the employee.

- If the Health Mate program is not selected by an employee, his/her coverage shall include the Scrip Rider, MAP program, Student Rider to Age 25 and full cost of emergency room services.
- All employees shall be entitled to the Vision Care Rider.

Section 2. BLUE CROSS/BLUE SHIELD FOR RETIREES

- A. All employees who retire shall for the remainder of the fiscal year in which they retire and for five years thereafter, receive medical health insurance as provided in Section 1, above, until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs. If an employee receives such insurance under a policy held by a spouse, the Town of Barrington shall not be required to purchase said insurance for the retired employee.
- B. Retirees, at their option and expense, shall be allowed to continue as a member of the Town's group Blue Cross/Blue Shield policy for a period of four (4) years beyond the date the Town sponsored coverage expires.

Section 3. DELTA DENTAL

The Town shall pay 100% the cost of Delta Dental Level I, II, III and IV, plus Student Rider to Age 25, for members of the Police Department and their dependents.

Section 4. HEALTH AND DENTAL INSURANCE COPAY

Police officers hired by the Town January 1, 1999 and thereafter shall pay 20% of the actual premium or the working rate, whichever is applicable, for their health and dental insurance coverages.

Section 5. RETIREES HIRED AFTER OCTOBER 1, 2012

Employees hired after October 1, 2012 shall not be entitled to Blue Cross/Blue Shield coverage listed in Section 2(A) of this Article.

ARTICLE XIX

Section 1. LIFE INSURANCE

The Town shall provide a group life insurance policy providing coverage for each eligible employee in the amount of fifteen thousand dollars (\$15,000).

ARTICLE XX

Section 1. PAYROLL DEDUCTION - CREDIT UNION

Employees may have payroll deduction for the purpose of enrollment in a credit union. A single credit union shall be used for all employees.

Section 2. PAYROLL DEDUCTION - UNION DUES

The Town agrees to deduct union dues upon receipt of authorization cards for members of Local #351 covered by this Agreement. Such authorization cards must be submitted not less than thirty (30) days prior to their effective date and such dues shall be deducted from the first payroll of the month. The Town shall forward to the Comptroller of IBPO, 159 Burgin Parkway, Quincy, Massachusetts, such dues deductions by the fifteenth (15th) day of the month following the deduction.

Section 3. Direct Deposit

The Town of Barrington shall allow members of the I.B.P.O Local #351 (Barrington Police Officers) to direct deposit salary and other compensation to personal bank accounts.

Section 4. DEFERRED COMPENSATION

The Town of Barrington agrees to offer the members of IBPO Local 351 the option to contribute to the same deferred compensation plan under the same administrative provisions as other Town employees. All contributions to the deferred compensation plan shall be made solely by the employee.

ARTICLE XXI

Section 1. FILLING VACANCIES

All vacancies within the Barrington Police Department shall be filled within ninety (90) days of the date of the vacancy, insofar as reasonably possible.

ARTICLE XXII

Section 1. INDEMNIFICATION

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his/her duties as an employee of the Barrington Police Department, the Town of Barrington agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding.

This section shall not apply to tortuous conduct of any employee which is willful, deliberate or beyond the scope of his/her employment.

ARTICLE XXIII

Section 1. PHYSICAL EXAMINATIONS

Annual medical and physical fitness testing and evaluations shall be programmed by the Town with full participation by all employees covered by this Agreement, as scheduled by the Chief of Police or his/her agent.

Examinations, as much as possible, shall be scheduled at the convenience of on-duty personnel. Off-duty personnel shall participate in their first scheduled examination without compensation and shall be compensated with one hour's pay at straight time for their second off-duty examination and with two hour's pay at straight time for their third off-duty examination.

Section 2. PHYSICAL FITNESS STANDARDS

All employees hired on or after July 1, 1986 shall meet minimum physical fitness standards established by the Town's Physical Enhancement Program (PEP) and be maintained thereafter as a condition of employment. Deviations from the standards may be allowed by the Police Chief in consultation with the attending physician and PEP director. The Chief may also grant extensions of time for compliance in the interest of all employees meeting said standards. No more than two 45-day extensions shall be granted in this respect. The PEP minimum physical fitness standards shall be a part of this contract, as developed by the joint YMCA/employee/management PEP committee.

ARTICLE XXIV

Section 1. RETIREMENT

1. Members of IBPO Local 351 (Barrington Police Officers) may retire after at least twenty years of total, full time service as a sworn Barrington Police officer provided however, that all such employees must during the term of their employment, contribute a percentage of their compensation, and any other sums of money due to effectuate such retirement as is or may be required by Section 45-21.2-22 of the Rhode Island General Laws as amended.
2. Members of the I.B.P.O. Local #351 (Barrington Police Officers), who retire after January 1, 2002, are eligible for the optional provision (COLA, plan C) a cost of living adjustment, under the Municipal Employees Retirement System as prescribed under the RI General Laws 45-21-52, Section 3, Plan C. Any Member of the I.B.P.O. Local #351 (Barrington Police Officers) who had retired prior to January 1, 2002, are not eligible for COLA.

ARTICLE XXV

Section 1. DURATION OF AGREEMENT

This agreement shall be for a term of three (3) years commencing July 1, 2013 and ending June 30, 2016.

IN WITNESS WHEREOF the said Town of Barrington has caused this instrument to be executed and its corporate seal to be affixed by its Town Council President and Town Manager, hereunto duly authorized by the Town Council of the Town of Barrington as of the day and year first above written and the said Local #351 International Brotherhood of Police Officers has caused this instrument to be signed by its President hereunto duly authorized as of the day and year first above written.

WITNESS

TOWN OF BARRINGTON, RI

Council President

Town Manager

Date _____

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS, LOCAL #351

President

Vice President

Date _____