

**AGREEMENT**

**by and between the**

**CITY OF NEWPORT, RHODE ISLAND**

**and**

**LODGE No. 8, FRATERNAL ORDER OF POLICE**

**JULY 1, 2010 TO JUNE 30, 2013**

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**A G R E E M E N T**

**THIS AGREEMENT** entered into this 1st day of July, 2009, by and between the **CITY OF NEWPORT**, a municipal corporation of the State of Rhode Island, hereinafter called the "City" and **THE FRATERNAL ORDER OF POLICE, NEWPORT LODGE NO. 8**, hereinafter referred to as "Lodge No. 8." This contract covers the fiscal years commencing **July 1, 2010** and ending **June 30, 2013**.

WITNESSETH:

**WHEREAS**, the State of Rhode Island has adopted Chapter 9.2, Title 28, of the General Laws of Rhode Island, 1956, as amended, which chapter is known as "THE POLICEMEN'S ARBITRATION ACT," and pursuant to said Act the City has recognized Lodge No. 8, Fraternal Order of Police as the sole and exclusive bargaining agent for all permanent, uniformed members of Police of the City, with the exception of the Chief of said Division; and

**WHEREAS**, it is the intent and purpose of the parties to set forth herein their entire agreement covering wages, salaries, hours and working conditions; to increase the efficiency and productivity of employees in the Division of Police and to provide for prompt and fair settlement of grievances without any further interruption of or other interference with the operation of the Division of Police;

**NOW THEREFORE**, the City and Lodge No. 8 agree as follows:

**ARTICLE 1. UNION SECURITY**

Purpose/Union Security

a) Purpose. It is the purpose of the Agreement to carry out the policy of the City of Newport by encouraging a more harmonious and cooperative relationship between the

City and its Police Department. By means of this Agreement, therefore, the signatories hereto bind themselves to improve the standards of service to the people of the City and agree further that the laws of the State Of Rhode Island, the Ordinances of City of Newport, and the will of the people of the City of Newport expressed through reenactments of the City Code, referenda or otherwise shall be enforced.

Neither the City nor Lodge No. 8 shall interfere with the right of employees covered by this Agreement to become or not become members of Lodge No. 8, and there shall be no discrimination against any such employees because of lawful Lodge No. 8 membership or non-membership or status.

b) Fair Representation. Lodge No. 8 agrees to fairly represent all employees in the bargaining unit.

c) The City shall deduct Union dues and assessments upon receipt of authorization from members of Lodge No. 8, and shall forward to the Treasurer of the Union such sums as deducted.

The City shall forward such deductions, each month following the month of deductions, to the Financial Secretary of Lodge No. 8. A permanent employee is one who is defined in Section 3.04.010 (N36) of the City Code, that is, an employee who has completed his designated probationary period. Whenever used in this Agreement the terms "member", "police officer", or "employee", shall have the same meaning, which is active, sworn, full-time, permanent, paid police officers of the City of Newport up to and including the rank of Captain.

All permanent employees of the Newport Police Department up to and including the rank of Captain shall have the right to join or refrain from joining Lodge No. 8, the Fraternal Order of Police. Any employee who chooses not to join Newport Lodge No. 8, Fraternal Order of Police and who is covered by the terms of this Collective Bargaining

Agreement shall, however, be required to pay to Newport Lodge No. 8, Fraternal Order of Police, an amount equal to the initiation fee uniformly required for membership in the Newport Lodge No. 8, and a monthly service fee equal to monthly dues charged members of the Newport Lodge No. 8, to defray the costs in connection with Newport Lodge No. 8's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement.

In addition, any employee who chooses not to join Lodge No. 8 shall be required to pay an assessment uniformly levied upon all members of Newport Lodge No. 8 in connection with costs involving collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement.

d) Officers of Lodge No. 8 or such policemen who are appointed by Lodge No. 8 as members of its collective bargaining negotiating committee, not to exceed three (3), per shift, shall be granted time off with pay, and without requirement to make up such time, for official Lodge No. 8 business and/or conferences with the City; provided, however, that the foregoing shall not be construed as limiting the number of officers or members of the negotiating committee to three (3) in number.

e) Official delegates of Lodge No. 8, with the approval of the Chief of Police, shall be allowed reasonable time off, (not to exceed a total of 32 hours per contract year), without loss of pay, and without the requirement to make up such time, to attend the National and State Conventions of the Fraternal Order of Police. Requests for such leave shall be made in writing to the Chief of Police at least two (2) weeks in advance.

Official delegates shall be allowed additional time off with the approval of the Director of Public Safety upon the recommendation of the Chief of Police.

f) The policemen of the City of Newport shall have no right to engage in any work stoppage, slowdown or strike. Lodge No. 8 shall not cause, call or sanction any work stoppage, slowdown or strike.

g) The President and/or Vice President of Lodge No. 8 shall be allowed time off, without loss of pay, and without the requirement to make up such time, to attend the monthly meetings of Lodge No. 8; and the President and Vice President and the State Trustee of Lodge No. 8 shall be allowed time off, without loss of pay and without the requirement to make up such time, to attend the regular monthly meetings of the Rhode Island Lodge of Fraternal Order of Police; provided, however, that the total of said leave shall not exceed four (4) hours for each such meeting.

Requests for such leave shall be made in writing to the Chief of Police at least one (1) week in advance.

## **ARTICLE 2. MANAGEMENT RIGHTS**

a) Nothing herein contained shall be construed to limit the right of the City to regulate, manage and control the Police Department of the City. The City shall retain the right to issue, through the Director of Public Safety, rules and regulations governing the operation and conduct of the Police Department.

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

## **ARTICLE 3. SENIORITY**

a) Seniority of police officers shall be computed according to continuous service in each rank, except for patrol officers, where seniority shall be computed according to continuous service from the date of enrollment upon the Municipal Police Training School or upon the sworn oath to duty as a Newport Police Officer for any officer provided from another department; provided, however, that a police officer's service in the Armed Forces of the United States while a permanent police officer shall

be considered in computation of said police officer's continuous service with the Police Department; provided, further, that such police officer does not re-enlist or continue his military service after the time of his original mandatory service period.

b) In the event that the City determines that it will have a layoff, employees shall be laid off in reverse order of seniority.

c) Officers in the patrol rank with 15 years seniority or more may refuse a change of shifts once in twelve-month period provided there is another equally qualified patrol officer available to be transferred to the platoon. Such officers shall be transferred as assigned on any subsequent transfer during the next twelve months, but not to the shift he has rejected.

#### **ARTICLE 4. DUTIES**

a) A police officer's duties shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the City of Newport and the statutes of the State of Rhode Island; such other service functions presently conducted by the Police Department; and such other duties as are, or may be, prescribed by the Director of Public Safety in accordance with the provisions of the statutes of the State of Rhode Island in such cases made and provided.

The Chief of Police may, however, also establish such other schedules as may be required, provided the establishment of such other shifts and tours of duty are reasonable to carry out the necessary police functions and are negotiated in advance with the Union.

b) The work schedule or tour of duty of a police officer shall not be altered or changed unless said police officer receives at least two (2) hours advance notice, if the officer is assigned to the Criminal Investigation Division (CID) or the Special Operations Shift, and at least five (5) hours advance notice for all other police officers. Failure of the City to give such notice shall not excuse a police officer from reporting to duty; however,

such failure to give such notice, as herein provided, shall be construed as "Call Back."

c) Payment for authorized overtime beyond the normal work week shall be as follows:

Time and a half in money to the nearest one-half ( $\frac{1}{2}$ ) hour for the ranks of patrolman up to, and including, the rank of Captain. The normal work week shall be defined to include any use of annual, stress, compensatory time or any other accumulated time off.

d) At the request of the Chief of Police, the members of Lodge No. 8 may staff parades with marching units authorized by the City, at no cost to the City, but in no event will the City pay Police Officers for marching in parades.

e) Policemen called back to duty by the City for any reason shall be compensated as authorized overtime with a minimum of three (3) hours. Once the call back for court appearances has been completed, the officer may sign off shift.

f) One hour of straight time pay for all members of the department covered by the Agreement who would be required to attend an annual department inspection.

g) The City agrees that officers shall be detailed to other departments of the City for the performance of police duties and for light duty police work only, except with the agreement of the Union and the officer involved.

h) Transfers to different divisions within the police Department shall be made by the Chief of Police.

i) In those instances, in which the Governor of Rhode Island has declared a "State of Emergency" due to a natural disaster affecting the City of Newport, the Chief of Police may alter work schedules, for the duration of said "State of Emergency" only, without obtaining the prior approval of the Fraternal Order of Police. The Chief will not otherwise deviate from the terms of this Agreement in emergency situations without first conferring with Lodge No. 8 unless he believes it necessary to safeguard the property,



lives or well-being of the City or its citizens, provided the City will not be relieved of the obligation to pay overtime in such situations.

j) One hour at time and a half shall be paid to those in the ranks of sergeant, lieutenant, and captain should a monthly departmental staff meeting necessitate that they be called back to duty.

k) Should it be necessary for a retiree to participate in court activities on behalf of the City of Newport, said retiree shall be paid on an hourly basis at a rate of one and one-half the current hourly rate of pay.

**ARTICLE 5. HOURS OF WORK/OVERTIME**

a) Work schedules for policemen shall be governed according to assignment. Officers assigned to work an administrative schedule work five (5) consecutive days Monday through Friday. The regular work schedule for police officers shall consist of four (4) consecutive days of work, followed by two (2) consecutive days off. Any assignment to a day off pursuant to this schedule shall be overtime. The regular work day shall consist of one (1) tour of duty or shift. The normal shift or tours of duty of the Newport Police Department shall be as follows:

1. First Shift or Tour of Duty:

7:00 a.m. to 3:00 p.m.

or 8:00 a.m. to 4:00 p.m.

2. Administrative Shift or Tour of Duty:

7:00 a.m. to 3:00 p.m.

8:00 a.m. to 4:00 p.m.

3. Second Shift or Tour of Duty:

3:00 p.m. to 11:00 a.m.

or 4:00 p.m. to 12:00 a.m.

4. Special Operations Shift or Tour of Duty:

6:00 p.m. to 2:00 a.m.

7:00 p.m. to 3:00 a.m.

5. Third Shift or Tour of Duty:

11:00 p.m. to 7:00 a.m.

or 12:00 a.m. to 8:00 a.m.

6. CID Shift or Tour of Duty:

7:00 a.m. to 3:00 p.m.

or 8:00 a.m. to 4:00 p.m.

3:00 p.m. to 11:00 p.m.

or 4:00 p.m. to 12:00 a.m.

b) For those assigned to the Administrative Shift, the Police Chief may establish an individually determined schedule rather than the normal shift, provided that individual officer and the President of FOP Lodge No. 8 both give their consent. For those assigned to the CID Shift, the CID Commander may establish an individually determined schedule rather than the normal shift, provided that the individual officer and the President of FOP Lodge No. 8 both give their consent.

c) The sole and exclusive remedy for misassignment of overtime opportunities or special details shall be that the officer who was wrongly denied the opportunity shall be offered the next overtime or detail opportunity for which he/she is qualified, provided that this is not intended to apply to situations where police officers are called in to perform overtime or detail work when the work is cancelled without notice after the police officer has reported to the station. In such a case, he shall be paid the overtime or special detail pay.

d) Substitutions - Any member of the bargaining unit who wishes to change his days off may either ask his superior in charge to change his days off or he shall have the right to substitute with a member of equal rank with notification to his commanding

officer, provided a written notice of not less than twenty-four (24) hours is given to the commanding officer. All members of the bargaining unit shall be permitted to substitute with members of equal rank within their division concerning vacations. Nothing in this section shall be construed to entitle any member of the bargaining unit to overtime pay for any calendar week as a result of him or her working more than (5) days in any calendar week nor shall it be construed to deprive any member of a full week's pay if he or she works less than five (5) full work days in any calendar week.

e) Compensation Time - Compensation time off is paid time off the job which is earned and accrued by an employee in lieu of immediate cash payment for employment for which overtime compensation is required. Compensation time off received by a police officer in lieu of cash must be at the rate of not less than one and one-half hours of compensatory time for each hour of overtime work. An individual officer may accrue not more than sixty (60) hours of compensatory time off. A police officer who requests the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time off does not unduly disrupt the operation of the department. The payment of overtime hours shall not constitute an undue disruption of the operation of the department. Only hours worked in excess of the contractual workweek as defined in Article 5 are overtime hours which must be compensated at one and one-half time the regular rate of pay. Compensatory time off will be permitted for all police officers working in excess of the contractual workweek as defined in Article 5 to include those police officers engaged in community policing, administrative duties, detective work and vice operations. Police officers who are in attendance at a police academy or other training facility are not considered to be on duty at those times when they are not in class or at a training session. In the event an employee is terminated, retired or dies and he has accumulated compensatory time it shall be awarded at the current rate earned at one and one-half rate. The City may cash out accrued compensatory time hours by paying the employee cash compensation for

unused compensatory time. The department may reduce the number of hours accrued by an employee by compelling the employee to take time off.

Record keeping for compensatory time will be maintained and preserved by the payroll records clerk. Compensatory time earned and used will be recorded on overtime slips submitted through the normal chain of command. Record keeping for compensatory time off and for other compensatory time off will be maintained and preserved by the Police Department's payroll records clerk. The immediate supervisor of each watch or division will be responsible for tracking the use of compensatory time off and will make available to the Police department's payroll records clerk. Compensatory time off and other compensatory time off must be approved 24 hours in advance by the respective officer's immediate supervisor.

#### **ARTICLE 6. VACATIONS**

a) Annual leave shall be granted as provided in Chapter 286 of the Codified Ordinances of the City of Newport, dated November 1986, as follows:

1. One through ten years of services -- four hours for each biweekly pay period;
2. Eleven through fifteen years of service -- six hours for each biweekly pay period;

and

3. Over fifteen years of service -- eight hours for each biweekly pay period.

In addition, an officer with less than five years of service shall receive two extra days per year of annual leave, an officer with at least five but less than ten years of service shall receive four extra days per year of annual leave, an officer with at least ten but less than fifteen years of service shall receive two and a half extra days per year of annual leave, an officer with fifteen or more years of service shall receive one extra day per year of annual leave. Each officer shall be credited with the aforementioned additional leave on July 1st. Annual leave may accumulate up to four hundred (400) hours and employees may sell back one hundred (100) hours of annual leave per fiscal year, in increments of fifty (50) hours.

b) Vacations shall be granted with the several divisions of the Police Department according to seniority of rank, and then according to seniority in the Department.

**ARTICLE 7. SICK LEAVE**

a) Sick leave and reasons for sick leave shall be subject to Title 3 of the City of Newport Code or Ordinances, except that eight (8) hours will be added to the sick leave balances of all Police Officers who are on the payroll as of July 1, (14 days). All members of the Department will earn one additional day of vacation leave as a reward for not taking any sick leave during a specified period of three months. The time periods shall generally consist of July 1<sup>st</sup> to September 30<sup>th</sup>; October 1<sup>st</sup> to December 31<sup>st</sup>; January 1<sup>st</sup> to March 31<sup>st</sup>; April 1<sup>st</sup> to June 30<sup>th</sup>. However, for administrative purposes the pay period dates nearest the above calendar dates shall govern. For FY 2000-01, these will consist of June 18, 2000 to September 23, 2000; December 17, 2000 to March 24, 2001; and March 25, 2001 to June 16, 2001. For FY 2001-02, these will consist of June 17, 2001 to September 22, 2001; September 23, 2001 to December 15, 2001; December 16, 2001 to March 23, 2002 and March 24, 2002 to June 15, 2002. Any additional day of vacation leave so earned shall be added to the officer's accumulated annual leave total.

b) Upon retirement, death, or voluntary retirement after ten years of service, the employee will be paid for sixty five (65%) percent of his/her accumulated sick leave up to 2,000 hours and over 2,000 hours forty-five percent (45%). Hours accumulated in excess of 2,000 prior to January 1, 1998, however, will be paid at the sixty-five percent rate if retained until retirement. Provided, employees with over 2,000 hours as of January 1, 1998 will continue to accrue at the 65% payback rate, as long as their accumulation remains over 2,000 hours; if it should fall below 2,000 hours, however, then any hours accumulated over 2,000 thereafter would be compensable only at the 45% rate.

c) In the event of death of a member of the family of employee, the City will grant reasonable time off without loss of pay for all scheduled work days falling

within the three (3) day period next following the day of a death in the immediate family (wife, husband, children, parents, parents-in-law, sister or brother).

For members of the family other than those cited above (grandparents, grandchildren), one work day shall be granted off; also, the maximum for four (4) hours off without loss of pay will be allowed to attend the funeral of an employee's Aunt or Uncle.

d) More time in individual cases, due to unusual circumstances, or for reasons other than those listed above, shall be granted, subject to the discretion of the City Manager.

e) If a death occurs in the immediate family during vacation, the days following within the funeral week procedure will not be charged to vacation time.

f) Additional time, when required, shall be charged to annual leave.

g) Scheduled days off shall not be counted when computing bereavement leave.

h) The parties recognize that use of sick leave for any reason not prescribed by the City Code of Ordinances (Title 3) constitutes abuse of sick leave.

i) Light Duty. Employees who are determined to be unfit for their regular duties, whether or not due to line of duty injury shall be allowed to return to work, and the City may order said officers to return to work, to perform such duties as they are capable of performing provided a sufficient amount of such work is available. Such light duty shall consist of duties normally performed by police officers and/or other non-traditional police related duties within the police department not normally performed by police officers.

j) Examinations

(1) It is agreed that a City physician may examine an employee who reports an illness or injury.

(2) Unwarranted failure or refusal to report for an examination as scheduled shall be grounds for discipline.

**ARTICLE 8. INJURY IN THE LINE OF DUTY**

a) Policemen who are injured in the line of duty shall receive all benefits provided in Title 45, Chapter 19, Section 1, General Laws of Rhode Island, 1956, as amended until such time as they are granted retirement benefits.

b) Subject to the approval of the Chief of Police the City of Newport agrees to pay all expenses for inoculation of immunization shots for members of the police officers family residing in his household when such becomes necessary as a result of said police officer's exposure to contagious diseases contracted in the line of duty, to the extent that the inoculation/immunization is not covered by employee insurance benefits.

c) Whenever a Police Officer contracts a communicable disease and said police Officer had, during the incubation period immediately prior to the diagnosis of said communicable disease, while on duty come in contact with a patient with said communicable disease, it shall be presumed that said disease was contracted while said Police Officer was on duty and shall be considered a line of duty illness, in accordance with Title 45-19-1 of the General Laws of Rhode Island, as amended, and Title Three of the City Code of Ordinances.

**ARTICLE 9. RULES AND REGULATIONS**

The City shall furnish each police officer with a complete set of Rules and Regulations governing the Police Department.

**ARTICLE 10. CLASSIFICATION AND SALARY**

a) Effective **January 1, 2011**, the salaries of all members of the Police Department, hired prior to that date, covered by this agreement shall be increased by an additional one percent (1%).

STEP	A	B	C	D	E
<b>Police Officer</b> (hired pre 7/1/97)	45,006	50,818	54,718	56,121	
<b>Police Officer</b> (hired post 7/1/97)	42,025	45,175	48,563	52,206	56,121
<b>Investigator</b>					59,484
<b>Court Officer</b>					59,484
<b>Community Police Officer</b>					59,484
<b>Public Affairs Officer</b>					59,484
<b>BCI Officer</b>					59,484
<b>Sergeant</b>				60,200	62,358
<b>Lieutenant</b>				66,968	69,387
<b>Captain</b>				73,556	77,302

Effective June 30, 2011, salaries shall increase one and one-fourth percent (1-1/4%).

STEP	A	B	C	D	E
<b>Police Officer</b> (hired pre 7/1/97)	45,568	51,453	55,402	56,823	
<b>Police Officer</b> (hired post 7/1/97)	42,550	45,740	49,170	52,859	56,823
<b>Investigator</b>					60,228
<b>Court Officer</b>					60,228
<b>Community Police Officer</b>					60,228
<b>Public Affairs Officer</b>					60,228
<b>BCI Officer</b>					60,228
<b>Sergeant</b>				60,951	63,137
<b>Lieutenant</b>				67,805	70,254
<b>Captain</b>				74,475	78,268

Salary Schedule as of July 1, 2011 shall increase by two percent (2%).

STEP	A	B	C	D	E
<b>Police Officer</b> (hired pre 7/1/97)	46,479	52,482	56,510	57,959	
<b>Police Officer</b> (hired post 7/1/97)	43,401	46,655	50,153	53,916	57,959
<b>Investigator</b>					61,433
<b>Court Officer</b>					61,433
<b>Community Police Officer</b>					61,433
<b>Public Affairs Officer</b>					61,433
<b>BCI Officer</b>					61,433
<b>Sergeant</b>				62,170	64,400
<b>Lieutenant</b>				69,161	71,659
<b>Captain</b>				75,965	79,834



Salary Schedule as of **January 1, 2012** shall increase by one and one-fourth percent (1¼%).

<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Police Officer</b> (hired pre 7/1/97)	<b>47,060</b>	<b>53,138</b>	<b>57,216</b>	<b>58,683</b>	
<b>Police Officer</b> (hired post 7/1/97)	<b>43,944</b>	<b>47,238</b>	<b>50,780</b>	<b>54,590</b>	<b>58,683</b>
<b>Investigator</b>					<b>62,201</b>
<b>Court Officer</b>					<b>62,201</b>
<b>Community Police Officer</b>					<b>62,201</b>
<b>Public Affairs Officer</b>					<b>62,201</b>
<b>BCI Officer</b>					<b>62,201</b>
<b>Sergeant</b>				<b>62,947</b>	<b>65,205</b>
<b>Lieutenant</b>				<b>70,026</b>	<b>72,555</b>
<b>Captain</b>				<b>76,915</b>	<b>80,832</b>

Salary Schedule as of **July 1, 2012** shall increase by two percent (2%).

<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Police Officer</b> (hired pre 7/1/97)	<b>48,001</b>	<b>54,201</b>	<b>58,360</b>	<b>59,857</b>	
<b>Police Officer</b> (hired post 7/1/97)	<b>44,823</b>	<b>48,183</b>	<b>51,796</b>	<b>55,682</b>	<b>59,857</b>
<b>Investigator</b>					<b>63,445</b>
<b>Court Officer</b>					<b>63,445</b>
<b>Community Police Officer</b>					<b>63,445</b>
<b>Public Affairs Officer</b>					<b>63,445</b>
<b>BCI Officer</b>					<b>63,445</b>
<b>Sergeant</b>				<b>64,206</b>	<b>66,509</b>
<b>Lieutenant</b>				<b>71,427</b>	<b>74,006</b>
<b>Captain</b>				<b>78,453</b>	<b>82,449</b>

Salary Schedule as of **January 1, 2013** shall increase by one and one-fourth percent (1¼%).

<b>STEP</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Police Officer</b> (hired pre 7/1/97)	<b>48,601</b>	<b>54,879</b>	<b>59,090</b>	<b>60,605</b>	
<b>Police Officer</b> (hired post 7/1/97)	<b>45,383</b>	<b>48,785</b>	<b>52,443</b>	<b>56,378</b>	<b>60,605</b>
<b>Investigator</b>					<b>64,238</b>
<b>Court Officer</b>					<b>64,238</b>
<b>Community Police Officer</b>					<b>64,238</b>
<b>Public Affairs Officer</b>					<b>64,238</b>
<b>BCI Officer</b>					<b>64,238</b>
<b>Sergeant</b>				<b>65,009</b>	<b>67,340</b>
<b>Lieutenant</b>				<b>72,320</b>	<b>74,931</b>
<b>Captain</b>				<b>79,434</b>	<b>83,480</b>

Classifications of Investigator, Court Officer, Community Police Officer, Public Affairs Officer and BCI Officer shall be appointed by the Director of Public Safety upon recommendation of the Chief of Police. Investigators shall be paid the stated compensation for investigators in this contract commencing the day they assume their duties as investigators. The Director of Public Safety, upon the recommendation of the Chief of Police may, at his discretion, transfer any officer in or out of said classification without stating any reason. Said classifications will not be subject to competitive examinations for promotion in compliance with Title 10 of the ordinances of the City of Newport.

b) A police officer shall reach his or her maximum salary at the end of his or her fourth year of satisfactory service.

A sergeant, lieutenant or captain shall reach his or her maximum salary upon satisfaction completion of his or her six month probationary period.

c) Sergeants, lieutenants and captains shall work temporarily in higher classifications with no temporary increase in pay. A patrolman will receive sergeant's pay only when he or she is assigned to and takes charge of an entire shift for one full tour of duty. The rate of pay shall be determined in the same manner as in permanent promotions.

d) The Police Chief shall be able to temporarily assign personnel as investigators for a period not to exceed three (3) months for the purpose of training and familiarization with the duties of an investigator, without the benefit of the increased compensation normally associated with that position. Police officers shall be afforded the opportunity to place their names on a list applying for temporary assignment as an investigator and the officers shall be selected for said assignment by seniority from among those applying, except that the Chief may pass over any officer who has had a sustained suspension

from duty within one year immediately prior to the date of the assignment as an investigator. No officer shall be eligible for a second temporary assignment as an investigator until all officers who have applied for such an assignment have been afforded that opportunity. The aforementioned temporary positions are intended to be in addition to the permanent complement of investigators which the department maintains. The department can only make such temporary assignments when there are at least nine (9) investigators receiving the increased compensation associated with that position.

**ARTICLE 11. HEALTH AND LIFE INSURANCE**

a) **Health Insurance.** Family coverage health insurance shall be provided by the City to all active police officers and employees who retire after July 1, 1997, except in the case of unmarried police officers, who will be provided with individual coverage, being the following:

Healthmate 200 with chiropractic rider and organ rider, along with 20% preferred prescription drug co-pay along with a \$600.00 cap per person per year on a twenty percent (20%) preferred prescription drug co-pay, \$15 office visit co-pay, \$100.00 emergency room co-pay and a \$200.00 hospital facility deductible. The City will reimburse any police officer who incurs a \$200.00 physician-referred hospital facility outpatient treatment deductible, the sum of \$100.00 per deductible charge.

In addition to this base plan (Healthmate 200), the City will make available to active officers Classic Blue with Managed Benefit Program, Semi-Private Blue Cross (365 days, full maternity benefits, students to age 25), Blue Shield 100 (365 days, full obstetrical, medical emergencies, student to age 25), Diagnostic J No. 2 Rider (see Students to age 25), Vision Care Rider, Major Medical (\$200.00 deductible 80-20 percent co-insurance, average semi-private, students to age 25) with a policy limit no less than One Million Dollars (\$1,000,000.00) in coverage, Emergency Room co-payment of \$25.00 per visit, chiropractic rider. An employee opting for a plan that is more expensive than

the base plan (Healthmate 200), however, shall pay the difference in the premium cost via payroll deductions.

Employees retiring on or after July 1, 1997 will be entitled to receive the same health care coverage as set forth in Article 11(a), provided that all retirees upon reaching the age of 65 shall receive Blue Cross Plan 65 with the Major Medical Rider designed to complement Blue Cross 65, with the Managed Benefit Program and the deductible limitations set forth above.

Retirees who served more than ten (10) years but less than twenty (20) years on the Department and who retired after April 1, 1986, shall receive the same health insurance coverage provided to all active policemen. Should a retiree, other than a disability retiree, be eligible for health insurance as a result of other employment, the City will only be responsible to furnish excess coverage so that said retiree will have equivalent coverage as that offered by the City.

Retirees who served more than ten (10) years but less than twenty (20) years in the Department and who retired after July 1, 1987, shall receive the same health insurance coverage provided to all active policemen; provided however, that the cost of the health insurance shall be shared by both the City and the retiree on the basis of the following:

YEARS OF SERVICE	CITY SHARE OF PREMIUM	RETIREE SHARE OF PREMIUM
10 YEARS	50 PERCENT	50 PERCENT
11	55	45
12	60	40
13	65	35
14	70	30
15	75	25
16	80	20
17	85	15
18	90	10
19	95	5
20	100	0

Any officer hired after July 1, 2006, who retires with less than 20 years of service shall contribute to the cost of health insurance in accordance with the aforesaid schedule and, in no event, shall any officer pay less than an amount equal to 3.5% of his base pay and longevity as a contribution to health care coverage.

**Employees hired on or after July 1, 2009, upon retirement will not be entitled to receive upon reaching age 65 Blue Cross Plan 65 with Major Medical Rider designed to complement Blue Cross 65 or any type of other supplemental healthcare coverage similar to Plan 65.**

b) **Dental Insurance**. Family dental insurance coverage shall be provided by the City of Newport to policemen except in the case of unmarried policemen who shall be provided individual coverage. Coverage shall be the Delta Dental Plan of Rhode Island, Level One, Two, Three and Four.

c) **Life Insurance**. Effective July 1, 1986, the City shall pay for life insurance in the amount of Twenty-five Thousand Dollars (\$25,000) on the life of each retired member covered by this Agreement, or the equivalent. The City will absorb as its cost any rate increase effective July 1, 1986 or thereafter. Notwithstanding the above language, effective July 1, 1993, and thereafter, retired members shall bear one-half the cost of any increase in life insurance rates, above the rate being paid by the City for the 1993-1994 contract year, at their own expense. Effective July 1, 1988, the City shall pay for life insurance in the amount of Fifty Thousand Dollars (\$50,000) on the life of each active member covered by this Agreement. The City will absorb as its cost any rate increase effective July 1, 1982 or thereafter.

d) **Alternative Health Care**. The Union agrees to reopen Article 11 in the event the City identifies comparable alternative health coverage. However, no change from Blue Cross/Blue Shield and Delta Dental to other companies shall be initiated without the agreement in writing of the Union.

e) **Surviving Spouses.** The surviving spouses of all retired police officers, whether the date of retirement was before or after the date of this Agreement, shall be eligible through the City at the group rate, to purchase at their own expense the same health insurance coverage that was available to their spouses pursuant to this Agreement or its predecessor agreement.

f) Any active police officer who is eligible for health insurance from the City of Newport may exercise the option in writing forty-five (45) days prior to the beginning of the fiscal year to decline any form of health insurance coverage from the City. Should this waiver of health care coverage be opted for by the officer, a payment of One Thousand Dollars (\$1,000) shall be made to the officer. Each officer may make such a determination on an annual basis, but any officer who has declined coverage or taken reduced coverage may have the full health insurance coverage to which he is entitled pursuant to this Agreement reinstated at any time within a period not to exceed thirty (30) days from the date of notice to the City of his desire for reinstatement in accordance with the terms of the waiver agreement and Blue Cross/Blue Shield regulations. Payment shall be made to the officer on an annual basis at the time the City makes its health insurance payment for all employees. The City may refuse the option provided by this section to any officer who fails to provide adequate evidence of alternative coverage satisfactory to the City.

h) Contribution By Active Officers - Commencing July 1, 2006, all active officers shall make a medical contribution of two percent (2%) of the total of the individual officer's base pay and longevity for family medical insurance, and one percent (1%) of the total of the individual officer's base pay and longevity for individual coverage per annum deductible in equal installments on a bi-weekly basis. The City will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

i) Contribution By Retirees - Commencing July 1, **2013**, all officers retiring after July 1, **2013**, shall make a medical contribution of one percent (1%) of retirement pay

per annum. The City will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

Notwithstanding the above, officers retiring with 25 years of service as of January 1, 2007 shall not make a medical contribution in retirement.

Notwithstanding the above, officers retiring with 20 years of service as of January 1, 2007 who retire prior to 6/30/2013 shall not make a medical contribution in retirement.

j) Contribution By New Hires - Commencing July 1, 2006, all officers hired on or after July 1, 2006, shall make a medical contribution of three and one-half percent (3.5%) of the total of the individual officer's base pay and longevity for medical insurance. The City will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

k) Commencing July 1, 2006, all officers hired after July 1, 2006, who retire with at least twenty (20) years of service, shall make a medical contribution of three and one-half percent (3.5%) of the total of the individual officer's base pay and longevity for medical insurance. The City will make best efforts to maintain this contribution on a pre-tax basis, subject to allowable IRS regulations.

#### **ARTICLE 12. SPECIAL DETAILS**

The pay for special details shall be one and one-half (1½) times the rate of pay being paid to patrolmen at the highest salary, step (Step E), with a four (4) hour minimum.

#### **ARTICLE 13. PROMOTIONAL SYSTEM**

a) Promotions to positions covered by this Agreement shall be governed by the terms of Title 3 of the ordinance of the City of Newport, except as otherwise provided herein.

b) Any examinations to establish the eligibility for a promotion shall be structured as follows:

1) Written Examination	80%
2) Seniority	<u>20%</u>
	100%

Seniority shall be calculated as follows:

One point (1) for each year of service, and one-half (½) of one point for every six months of service, to a maximum of twenty (20) total points.

c) The Chief of Police shall fill each vacancy in rank from among the next -four (4) officers on the eligibility list; provided however, that if he selects an officer other than the first officer on the list, he must state in writing, prior to filling said vacancy, his reasons for passing over said officer or officers. If the Chief exercises his discretion to pass over any candidates on the list, he shall notify the candidates above that person selected on the list, in writing, of the deficiencies of said candidate.

d) Whenever an eligibility list for promotion is reduced to two (2) names by appointment, the list shall be abolished and a new list shall be established; provided, however, that no appointments are available to be made at the time such eligibility list is reduced to two (2) names.

e) Examinations for promotion shall be given every two (2) years; provided, however, that if a promotional list expires prior to the expiration of that two-year period, a new examination shall be scheduled in accordance with Subsection C herein and thereafter the two-year period shall run from the date of the establishment of the new list. When a list is abolished, any officer whose name appeared on that list shall be required to retake the examination to determine eligibility for the new list. He shall receive no priority on account of his former eligibility. No member of the union is eligible to take a promotional examination until he has served at least five (5) years as a member of the Department.



f) The City shall at all times maintain promotional lists for all positions required either by ordinance or by this Agreement. Vacancies in said positions shall be filled within fourteen (14) days after said vacancy occurs or within ninety (90) days if no promotional list is in existence at the time of said vacancy.

#### **ARTICLE 14. DISCIPLINARY ACTION**

a) Disciplinary action against any permanent policemen covered by this Agreement shall be in accordance with the Rhode Island Law Enforcement Officers' Bill of Rights.

b) Interrogation or hearing upon departmental charges shall be conducted pursuant to the disciplinary sections of the Classified Civil Service Merit Ordinance of the City of Newport, as amended, and pursuant to the Rules and Regulations of the Newport Police Department.

c) A police officer against whom departmental charges have been preferred shall have the right to counsel of his own choice, at his own expense, at any interrogation or hearing.

d) A police officer who becomes a suspect in a criminal investigation or who is arrested on a criminal complaint or charge, shall be afforded all the constitutional rights and privileges appertaining to such proceedings or arrest.

e) After fifteen years of service without discipline resulting in suspension, a police officer may instruct the City to remove all records of any discipline except that the City may have the discretion to retain the records of any discipline that is the direct result of dishonesty by said officer.

#### **ARTICLE 15. LONGEVITY**

a) Effective July 1, 1987, each permanent member of the Newport Police Department covered by this Agreement shall be entitled to longevity payments after he or

she has completed the fifth year of service as a member of said department. Payments for longevity shall be considered a part of a member's salary for retirement, pension and all other legal purposes under this contract with the exception that said longevity payments shall not apply to any pension benefits payable to any member or retiree prior to July 1, 1976.

YEARS OF SERVICE		YEARS OF SERVICE	
Completed Increments	LONGEVITY	Completed Increments	LONGEVITY
5	2.0	16	6.0
6	2.0	17	6.5
7	2.0	18	7.0
8	2.0	19	7.5
9	2.0	20	8.0
10	3.0	21	8.5
11	3.5	22	9.0
12	4.0	23	9.5
13	4.5	24	10.0
14	5.0	OVER 24	10.0
15	5.5		

b) Effective July 1, 1987, each permanent member of the Newport Police Department covered by this Agreement shall be entitled to longevity payments after he or she has completed the third year of service as a member of said department. Payments for longevity shall be considered a part of a member's salary for retirement, pension and all other legal purposes under this contract and longevity payments computed in accordance with the following schedule shall apply to any pension benefits payable to any member retiring after July 1, 1987.

YEARS OF SERVICE		YEARS OF SERVICE	
Completed Increments	LONGEVITY	Completed Increments	LONGEVITY
3	1.5	15	7.5
4	2.0	16	8.0
5	2.5	17	8.5
6	3.0	18	9.0
7	3.5	19	9.5
8	4.0	20	10.0
9	4.5	21	10.5
11	5.5	22	11.0
12	6.0	23	11.5
13	6.5	24	12.0
14	7.0	OVER 24	12.0

c) Effective July 1990 each permanent member of the Newport Police Department covered by this Agreement shall be entitled to longevity payments after he or she has completed the third year of service as a member of said department. Payments for longevity shall be considered a part of a member's salary for retirement, pension and all other legal purposes under this contract and longevity payments computed in accordance with the following schedule shall apply to any pension benefits payable to any member retiring after July 1, 1990.

YEARS OF SERVICE		YEARS OF SERVICE	
Completed Increments	LONGEVITY	Completed Increments	LONGEVITY
3	1.5	18	9.0
4	2.0	19	9.5
5	2.5	20	10.0
6	3.0	21	10.5
7	3.5	22	11.0
8	4.0	23	11.5
9	4.5	24	12.0
10	5.0	25	12.5
11	5.5	26	13.0
12	6.0	27	13.5
13	6.5	28	14.0
14	7.0	29	14.5
15	7.5	30	15.0
16	8.0	OVER 30	15.0
17	8.5		

d) Commencing July 1, 1997, for those hired after September 1, 1997, longevity pay shall not start until the sixth year. At the sixth year the percentage will be 3% and thereafter follow as stated above.

**ARTICLE 16. UNIFORM ALLOWANCE**

a) The City shall pay to each police officer a uniform allowance of One Thousand Three Hundred Fifty Dollars (\$1,350.00). Said allowance shall be paid in quarterly

installments of Three Hundred Thirty-seven Dollars and Fifty Cents (\$337.50) each payable on or before July 20th, October 20th, January 20th and April 20th.

b) The City shall supply a helmet to each police officer who is not now supplied with a helmet.

c) The City shall supply handcuffs, a gun holster, a leather belt, a handcuff case and a pocket stick to all new policemen. The City shall replace these items for all policemen if said item is worn out in the line of duty and turned in to the City.

### **1. ARTICLE 17. GRIEVANCE PROCEDURE AND ARBITRATION**

a) The purpose of the grievance procedure shall be to settle employee grievances arising out of the interpretation and application of this Agreement on as low a level as possible and as quickly as possible to insure efficiency and high departmental morale.

STEP 1. The police officer or policemen involved with or without a Lodge No. 8 Representative, shall submit the grievance to the Chief of Police within ten (10) working days of the date of occurrence. The grievance shall be in writing and shall be signed by the aggrieved party. The Chief shall give his written answer within 14 days from the receipt of the grievance.

STEP 2. If the grievance is not resolved in Step 1, it may be submitted to the City Manager within ten (10) working days of the decision of the Chief. The City Manager shall give his written answer within 14 days from the receipt of the grievance.

STEP 3. If the grievance is not resolved in Step 2, it may be submitted to arbitration only by the Union Lodge No. 8 or the City upon written notice to the other within ten (10) working days of the decision of the City Manager. The arbitration will be held under the Voluntary arbitration Rules of the American Arbitration Association, or the arbitration will be held and conducted by an arbitrator agreed upon by both the City and the Union, and the decision of the arbitrator shall be final and binding. The

expense incident to the arbitration shall be borne equally by the parties. The arbitrator shall have no power to add to, delete from, or modify any of the terms or provisions of this Agreement. No grievance shall be filed without prior notification or simultaneous notifications to the Fraternal Order of Police, Lodge No. 8.

### **ARTICLE 18. PENSIONS**

a) The Newport Police Pension System is hereby amended as follows:

1) The annual pension of any permanent member of the Police Department of the City who retired after June 2, 1947, and before October 10, 1975, after serving twenty-five (25) years on the department, is established at fifty (50) percent of the regular annual salary for the position from which he retired, as the salary for said position is determined at the beginning of each fiscal year, excluding any longevity increment.

2) On or after October 10, 1975, any permanent member of the department shall be and is eligible for retirement after twenty (20) years of service and shall receive as his annual pension fifty(50) percent for twenty (20) years service plus two (2) percent per year, but not to exceed sixty (60) percent, for each additional year served over twenty (20) years, of the annual salary for said position is determined at the beginning of each fiscal year including the additional longevity increment earned by said member within the limits as set forth in the police contract at the time of his retirement.

3) Any City of Newport Police Chief, Deputy Chief or Assistant Chief, who retired prior to December 31, 1967, and who at the time of his retirement was a member of Lodge No. 8 of the Fraternal Order of Police shall be entitled to an annual percentage increase to his pension equal to the percentage wage increase awarded to active members of the Police Department; said increases to be made at the commencement of each fiscal year.

4) Any City of Newport police chief who retired subsequent to January 1, 1968, shall be entitled to an annual percentage increase to his pension equal to the wage increase, if any, awarded to active members of the Police Department under the provisions of the police contract.

5) All permanent members shall be vested in the pension system after completing ten (10) years in the Department. Permanent members who terminate employment before completion of ten (10) years of service shall receive a refund of their pension contributions with five and one-half percent (5½%) per annum interest.

6) Permanent members who terminate after completing ten (10) years but before completing twenty (20) years of service shall be fully vested in the pension system. Said members shall receive as a pension two and one-half percent (2½%) of the salary in effect at the time of the employee's service break for each completed year of service on the Department, including probationary time. Said member shall be allowed to collect his pension following the first day he or she would have completed twenty (20) years of service on the Department. Said pension benefit shall be subject to an annual escalator adjustment of three percent (3%) per annum.

7) Notwithstanding the provisions of subparagraph (7); effective July 1, 1977, permanent members who became totally and permanently disabled from any cause after the completion of seven (7) years of service shall receive a yearly benefit equal to fifty percent (50%) of said member's annual salary at the time of disablement.

8) On or after July 1, 1992, any permanent member of the department shall be and is eligible for retirement after twenty (20) years of service and shall receive as his or her annual pension fifty percent (50%) for twenty (20) years service; plus two and one-half percent (2½%) per year for each additional year served between twenty (20) years and twenty-five (25) years, but not to exceed sixty-two and one-half percent (62½%); plus one half of one percent (0.5%) per year for each additional year served over twenty-five (25) years, but not to exceed sixty-five percent (65%) of the annual salary for said

position, as determined at the beginning of each year, including the additional longevity increment earned by said member within the limits as set forth in the police contract at the time of his retirement.

9) On or after July 1, 1993, any permanent member of the department shall be and is eligible for retirement after twenty (20) years of service and shall receive as his or her annual pension fifty percent (50%) for twenty (20) years of service, plus two and one-half percent (2½%) per year for each additional year served between twenty (20) years and twenty-five (25) years, but not to exceed sixty-two and one-half percent (62½%); plus one and one half percent (1½%) per year for each additional year served over twenty five (25) years, but not to exceed sixty-seven and one-half percent (67½%) of the annual salary for said position, as determined at the beginning of each year, including the additional longevity increment earned by said member within the limits as set forth in the police contract at the time of his or her retirement.

10) On or after July 1, 1995, any permanent member of the department shall be and is eligible for retirement after twenty (20) years of service and shall receive as his or her annual pension fifty percent (50%) for twenty (20) years of service, plus two and one-half percent (2½%) per year for each additional year served between twenty (20) years and twenty-five (25) years, but not to exceed sixty-two and one half percent (62½%); plus one and one half percent (1½%) per year for each additional year served over twenty-five (25) years, but not to exceed seventy percent (70%) of the annual salary for said position, as determined at the beginning of each year, including the additional longevity increment earned by said member within the limits as set forth in the police contract at the time of his or her retirement.

b) **Contributions:** Effective October 10, 1975, each member of the Department shall contribute eight percent (8%) of his regular annual salary to the Pension Plan. Any members of the Department who had completed twenty-five (25) years of service prior to

March 1, 1986, shall be exempt from said contribution. The remaining costs shall be paid by the City of Newport.

c) **Military Service:** In computing the minimum service requirements for retirement eligibility, no credit shall be given for military service.

d) **Existing Provisions:** All other provisions of the existing Pension Plan shall continue in full force and effect.

e) The parties will establish a joint labor/management pension study committee to accomplish proper funding and/or cost reductions in the City's pension plan. The Committee will begin meeting not later than **July 1, 2010**, with a goal of presenting its results and Plan to the Council by **June 30, 2011**. The Committee will be comprised of six members, three appointed by the Union and three appointed by the City.

#### **ARTICLE 19. REIMBURSEMENT FOR EDUCATION**

a) The City will pay for approved Law Enforcement courses taken at the time of registration. Said payment by the City will include all mandatory fees imposed by the school as a condition of receiving credit for the course and/or as a graduation requirement. Should a police officer fail to satisfactorily complete said course, the police officer agrees to reimburse the City for said costs with the reimbursement being made by a single withholding from the police officer's paycheck. A police officer shall provide the City with documented evidence of course completion within thirty days of receiving such notification from the school.

b) Members of the bargaining unit shall be available to attend training, indoctrination, retraining, and briefing sessions for the purpose of improving operational efficiency of the Department, introducing new or improved methods of operation, or other related functions associated to the operation of the Department as determined by the Chief of Police. Such sessions shall be posted, and affected members shall be either



verbally, or in writing, notified at least five (5) days in advance, except under emergency or time restricted circumstances. Members of the bargaining unit will be obligated for up to two hours per month, or twenty-four hours per year. The City shall be obligated to provide necessary training tools and materials, and instructions, consultants, or trainers to administer and teach department personnel. The City shall pay the members for any time spent in these endeavors at the rate of pay, whether regular time or overtime they are entitled to under the wage provisions of the contract.

**ARTICLE 20. COMPREHENSIVE LIABILITY INSURANCE**

a) The City of Newport shall, on or before October 15, 1975, obtain and pay for "Law Enforcement Officers Comprehensive Professional Liability Insurance", for each permanent member of the Newport Police Department. Such insurance coverage shall be the equivalent of the coverage offered by Appalachian Insurance Company of Providence in the amount of One Million Dollars (\$1,000,000) for each insured and One Million Dollars (\$1,000,000) with respect to any one occurrence.

b) The City of Newport shall supply to Lodge No. 8 a copy of the above insurance policy on or before the 20th day of July of each year.

**ARTICLE 21. MINIMUM STAFFING**

At all times, the City will maintain a minimum of seventy-eight (78) sworn police officers on the Department, excluding the Chief of Police.

a) Whenever a vacancy occurs in the Department, the City will make immediate application to the Municipal Police Training Academy to send a police officer candidate whose name appears on the eligibility list to the next class of said Academy. That applicant will be employed by the City as a temporary probational officer from the date of his or her enrollment in the Academy.

Vacancies shall be deemed to occur as of the date the City is notified in writing of the retirement or resignation of any officer or as of the date of discharge of an officer.

b) The City will maintain a minimum of three captains, seven lieutenants, and fourteen sergeants.

**ARTICLE 22. HOLIDAYS AND STRESS ABATEMENT DAY**

a) **Holidays**

The following holidays shall be paid holidays for all policemen:

New Years' Day (January 1<sup>st</sup> )

Martin Luther King Day (Third Monday of January)

Washington's Birthday (Third Monday of February)

Rhode Island Independence Day (May 4<sup>th</sup>)

Memorial Day (Last Monday in May)

Independence Day (July 4<sup>th</sup>)

V.J. Day (Second Monday of August)

Labor Day (First Monday of September)

Columbus Day (Second Monday of October)

Armistice Day (November 11<sup>th</sup>)

Thanksgiving Day (Fourth Thursday of November)

Christmas Day (December 25<sup>th</sup>)

If Victory Day, commonly known as V.J. Day, is abolished by an Act of the General Assembly or by the City Council of Newport, then members of the Police Department of the City of Newport will still receive the second Monday of August as a paid holiday. Holiday pay shall be one-fifth (1/5) of a police officer's weekly salary and said holiday pay shall be paid whether or not such police officer works on the holiday.

b) **Stress Abatement Day**

In addition to all other days off provided for in this contract and/or in the ordinances of the City of Newport, each police officer shall be entitled to eight (8) days off with pay per contract year, not more than four (4) of which shall be taken between July 1<sup>st</sup> and September 30<sup>th</sup>, for the purpose of abating the stress which is uniquely inherent in law enforcement work. Each day to be taken, shall be at the police officer's discretion, provided however, that the Department is afforded twenty-four (24) hours notice of his/her intent to utilize the day. No more than one officer shall be off per shift without the consent of the Police Chief. In the case of a newly recruited officer who becomes a member of the department during the fiscal year, he or she shall be entitled to two (2) stress days for every three months yet remaining in that fiscal year from the date of swearing in.

For payroll administration purposes, the contract year used for the allocation of stress abatement days shall be consistent with the starting and ending dates for the year and each quarter as stipulated in Article 7.

c) **Birthday as Holiday**

A police officer's birthday shall be considered as a private holiday on which the officer shall be entitled to a day off without any loss of pay. Although regarded as a holiday, the provisions of subsection (a) shall not apply in this instance. Should the officer's birthday fall on a day when he/she is already off-duty or should the scheduling of assignments conflict with the birthday-holiday, the officer may select, with the concurrence of the police chief or his designee, an alternative day off without loss of pay.

**ARTICLE 23. FITNESS PROGRAM**

Each officer shall be eligible for participation in a voluntary physical fitness program if so desired. The program shall consist of a series of seven (7) tests, each of

which is designed to measure the degree of physical proficiency in a particular area of fitness. There shall be five (5) distinct levels of proficiency for each test. The sum of Five Dollars (\$5.00) shall be awarded for each level of proficiency met per test. The range of monetary award could thus vary from a low of \$5.00 to a maximum of \$175.00 semi-annually. The test shall be given twice a year -- in the fall and spring. Neither the result of the aforementioned fitness tests nor an officer's decision not to take the tests shall be taken into consideration by the City in making promotions or assignments nor utilized by the City for any other purposes.

**ARTICLE 24. DURATION OF AGREEMENT**

It is agreed that the terms of this Agreement shall remain in full force and effect and be binding upon both parties hereto commencing **July 1, 2010**, and terminating **June 30, 2013** provided, however, that if a contract for the succeeding fiscal year is not executed prior to the termination of this contract the provisions of this contract shall remain in full force and effect until a new contract is executed. Thereafter, said new contract shall be retroactive to the date of the termination of this contract.

**ARTICLE 25 - ALTERATION OF AGREEMENT**

a) Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the CITY OF NEWPORT, acting by and through its Mayor, hereunto duly authorized by resolution of the City Council, and Lodge No. 8, FRATERNAL ORDER OF POLICE, acting by and through its President, hereunto duly authorized, have set their hands and seals on the month, day and year first written above.

SIGNED IN THE PRESENCE OF:

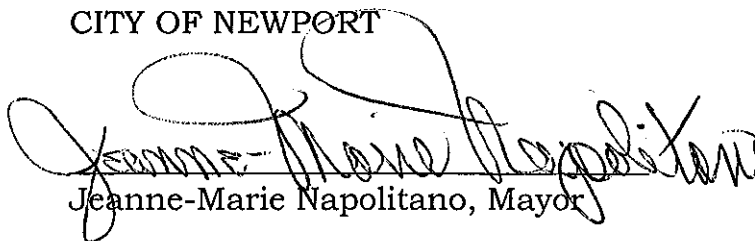
  
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APPROVED

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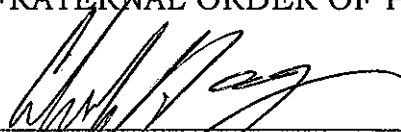
Joseph J. Nicholson, Jr.  
City Solicitor, City of Newport

CITY OF NEWPORT

  
\_\_\_\_\_

Jeanne-Marie Napolitano, Mayor

FRATERNAL ORDER OF POLICE

  
\_\_\_\_\_

Christopher Hayes, President  
FOP Lodge No. 8