

**TOWN OF BRISTOL, RHODE ISLAND  
AND  
INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS  
LOCAL NUMBER 304**



**CONTRACT AGREEMENT**

**FOR**

**JULY 1, 2015 TO JUNE 30, 2018**

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## MEMORANDUM OF UNDERSTANDING

### AGREEMENT

This Agreement is entered into this day of May 1st, A.D. 2015 by and between the Town of Bristol, a municipal corporation in the State of Rhode Island, hereinafter referred to as "Town" and Local 304, International Brotherhood of Police Officers, hereinafter referred to as the "Union".

### PURPOSE

It is the purpose of this Agreement to carry out the policy of the Town of Bristol by encouraging a more harmonious and cooperative relationship between the Town and its Police Department by providing for procedures which will facilitate free and frequent communication between the Town and its police officers. By means of this Agreement, therefore, the signatories hereto bind themselves to improve the standards of service to the people of the Town of Bristol, and further that high morale and good personnel relations are essential to carry out this end.

Pursuant to the provisions of the Public Laws of the State of Rhode Island entitled "An Act to Provide for Settlements of Disputes And Other Terms and Conditions of Employment of Employees of Police Departments", this Agreement is made and entered into this day of May 1st, A.D. 2015, by and between the Town of Bristol and Local 304, International Brotherhood of Police Officers.

### ARTICLE I.

### RECOGNITION

#### Section 1.

The Town hereby recognizes and acknowledges the Union as the sole and exclusive collective bargaining agent for all full-time, excluding probationary, police officers of the Town of Bristol Police Department for the purpose of entering into agreements relative to wages, rates of pay, hours and assignments, and working conditions. The Chief shall not be included as a member of the bargaining unit.

#### Section 2. Non-Discrimination.

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

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

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

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

**Section 3. Agency Fee.**

All Police Department employees covered by this Agreement's recognition section shall have the right to voluntarily join the Union or refrain from so joining. However, any employee of the Police Department covered by said recognition section who shall not choose to join and who is covered by the terms of this Agreement shall be required, as a condition of employment, within 30 days, to pay a weekly Agency Fee to the Union to defray costs in connection with legal obligations and responsibilities incurred to or in connection with the enforcement or execution of the rights and/or obligations contained in this Agreement or those contained in any other lawful act or agreement pertaining to the employment conditions of the members of the Police Department of the Town of Bristol covered by said recognition section. Said Agency Fee shall not exceed the regular dues. Any member of the Police Department covered by said recognition section who shall have his Union membership application refused for just cause shall not be required to pay any fee to the Union.

**Section 4. Dues Deductions.**

Upon receipt of an individually signed authorization by a Police Department employee covered by said recognition section, and approved by the Union, the town agrees to deduct current dues from the salary due union members and shall forward such deductions to the comptroller of the International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, MA, 02169-4213, unless otherwise notified by the Union by certified mail.

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

**Article II.**

**MANAGEMENT RIGHTS**

**Section 1.**

The corporate authority shall retain the right to issue rules and regulations governing the internal conduct of the Police Department, as provided by the law and in accordance with the intent of Article VIII .Public Safety 801-802-803A-B of the Home Rule Charter of the Town of Bristol, Rhode Island. The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees of the Police Department covered by this Agreement's recognition clause, and agrees to cooperate with the corporate authority in attainment of all goals that will provide maximum security and obedience to all laws and ordinances for the betterment of the Town.

The union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Police Department and its employees are vested solely in the Town.

For example, but not limited thereto, the Employer shall have the exclusive rights subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- a. To direct employees in the performance of official duties;
- b. To maintain the efficiency of the operations entrusted to it;
- c. To take reasonable action necessary to carry out the purposes of the Police Department which may arise in emergency situations, i.e., circumstances deemed by the Town to be of a critical nature calling for immediate action to protect the public interest and which are not expected to be of a recurring nature.

### **Article III.**

### **SENIORITY**

#### **Section 1.**

Employees covered by this Agreement's recognition section, except as hereafter provided, of the Police Department shall have seniority rights and said seniority, insofar as practicable, shall prevail with regard to the following:

(a) Transfers to any division, department, or any other post by whatever name the transfer may be labeled. Also, transfers to shifts, beats, or posts.

(b) Days off, holidays, vacations, and any and all circumstances or situations by whatever name they may be given, however, a senior officer may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.

#### **Section 2.**

Seniority is defined as being continuous service in each rank in the Bristol Police Department (Time in Grade), except for patrol officers, where seniority shall be computed according to continuous service from the date upon the sworn oath of duty. In the event that more than one employee has identical seniority dates, age shall be the determining factor - the older being considered to have the most seniority.

In the event of a curtailment resulting in layoff, such curtailment shall be based on seniority; the employee having the least seniority shall be the first to be curtailed. Probationary police officers shall be laid off before any permanent police officers. Employee(s) curtailed shall be recalled to work in accordance with seniority if any opening exists, before a new employee is hired.

A curtailed permanent employee shall maintain the right to recall for a period of two years from the date of curtailment and if recalled within the two year period refuses the job offer, shall not be eligible for any future job opening on the basis of being a curtailed aforementioned employee(s).

**Section 3.**

The Town Administrator shall cause to be maintained a seniority list for police officers, and it shall be available for inspection by the employees at all times by posting same in the Police Department Headquarters. The Union shall be given a copy of the seniority list and, if changes occur within the scope of this Agreement, a new list or lists shall be posted and a copy or copies given to the Union.

Disagreements as to an employee's seniority status shall be subject to the grievance and arbitration provisions of this Agreement.

**Article IV.**

**TEMPORARY SERVICE OUT OF RANKS**

**Section 1.**

Employees of the Police Department covered by this Agreement's recognition section, who are ordered to assume the responsibilities of a higher rank, shall be compensated for this service at the same rate as the man for whom they are filling in. Such higher rate shall apply for each full day worked.

**Section 2. Temporary Assignments.**

The Chief shall have the right to make temporary assignments without regard to seniority in special cases. These assignments shall not exceed 90 days except in drug related cases and cases involving major case investigations relative to Part I crimes.

**Section 3. Temporary Training.**

Patrolmen may be assigned for periods of 90 days to other divisions for training purposes. These patrolmen shall be taken in accordance with seniority on a rotating basis. Patrolmen shall continue to receive their current pay during the training period.

The Chief shall have the right to make temporary assignments to other agencies for investigative and/or training purposes. All training assignments will terminate at the end of a 90 day period, and the officer shall return to his departmental duties. Any member assigned for investigative purposes shall return upon conclusion of the investigation of the specific target being investigated at the end of the 90 days.

**Section 4. Promotions.**

Promotions shall be made on the following basis:

(A) In order to be eligible for promotion to the grade of Sergeant, the applicant must have five (5) years of continuous service as a Patrolman, including his probationary period. Promotions to office in ranks above the rank of Sergeant shall be open to all officers in the grade next below the grade in which the vacancy exists.

(B) Applicants must be high school graduates or possess a high school equivalency certificate before becoming eligible for promotion to Sergeant.

(C) Oral examinations for Sergeant candidates shall be in accordance with the protocol dated October 10, 2012 attached as Exhibit A.

(D) Applicants must be evaluated by the Chief of Police of the Bristol Police Department and the points for this evaluation shall be apportioned so that no more than 15 points of the total possible score may be obtained. Said results must be furnished to the candidate prior to the giving of the written examination.

(E) Applicants must take a written examination furnished by a testing concern outside of the State of Rhode Island. Such examination shall be obtained by, conducted and scored by the Personnel Board of the Town of Bristol. Points for written examination will be apportioned so that out of the total score, no more than 45 points may be obtained on a written examination.

(F) Points shall be awarded on the basis of seniority in the Bristol Police Department on the basis of two points for each year in the Department and counted toward the total score of the applicant. However, in no event shall seniority credit be accumulated to more than 15 points.

(G) The Personnel Board shall compute the final grading and certify a list of the names and scores of the top three applicants receiving 60 percent or better in the written, and 60 percent or better in the oral testing to the corporate authority, who shall select for promotion to the vacancy one of the persons so certified within thirty (30) days after the aforementioned certification. Failure to achieve 60 percent in the written and 60 percent in the oral testing shall disqualify an individual from being certified to the appropriate promotional list.

(H) All applicants who receive the third highest score of 60 percent or better shall be certified.

(I) Appointment to said position by the corporate authority can only be from the aforementioned certified applicants, without substitution.

(J) Said certification list of the top three or more applicants shall remain in effect for one (1) year from the initial date of certification. Said list must be used to fill any appropriate vacancy during said one (1) year period of time.

(K) If any of the certified applicants refuse an appointment to a vacancy, he must be removed from that certification list.

(L) If said certification list is exhausted during the one (1) year term, a new examination must be instituted when a vacancy occurs.

(M) Examination score and standings of each candidate will be provided to the candidate requesting his score and standing. Candidates shall be allowed to review their written examination with the Town Administrator or designee within five (5) business days after the examination is graded.

(N) The process for promotion to rank of Detective shall be governed by the protocol dated February 4, 2015 attached as Exhibit A.

## **Article V.**

### **DUTIES**

#### **Section 1.**

The duties of all the members of the Police Department covered by this Agreement's recognition section shall be the prevention of crime, the enforcement of the State and Town laws and ordinances and compliance with the department rules and regulations as are now or will become effective in the future.

#### **Section 2. Details to Other Departments Prohibited.**

The details from one unit to another within the Police Department shall be made by the Chief of Police and whose responsibility for such a move shall be subject to review by the Town Administrator. All such details, as defined in this Section 2, shall be subject to the seniority provisions of this Agreement.

#### **Section 3.**

In the event of disasters, riots or visiting dignitaries, the Chief of Police may use police officers to perform dispatcher functions.

## **Article VI.**

### **WORKWEEK AND HOURS OF WORK**

#### **Section 1.**

The regular workweek for all police officers covered by said recognition section shall be a six (6) day work cycle consisting of four (4) consecutive eight (8) hour workdays followed by two (2) consecutive days off.

The work schedule is as follows: First shift, 7:00 A.M. to 3:00 P.M.; Second shift, 3:00 P.M. to 11:00 P.M.; third shift, 11:00 P.M. to 7:00 A.M.; fourth shift, 6:30 P.M. to 2:30 A.M.

#### **Section 2. Substitutions.**

The right to substitute any time shall be permitted, provided however, that permission to substitute must be obtained in advance from the Chief of Police or his designee. However, in no

event will substitution be allowed more than four (4) times a month. These days will not accumulate.

All bargaining unit members will be required, as a condition of employment, to make themselves available up to four (4) hours a month for in-service training to be determined by the Chief of Police after consultation with the Union. This time shall not be compensated. There shall be no in-service training scheduled for the months of July, August or December.

### **Section 3. Overtime.**

(A) Employees covered by said recognition section shall be paid at the rate of time and one-half as follows:

(1) For all work performed in excess of eight (8) hours in any twenty-four (24) hour period;

For any overtime, any time worked beyond fifteen (15) minutes and up to one (1) hour, will be compensated for one (1) full overtime hour.

(2) For all work performed outside of the employee's regular work week, at the request of the employer, and

(3) For work performed on an employee's scheduled day off, provided, however, that hours worked on special details shall not be counted in computing hours worked for purposes of overtime.

(B) Overtime shall not be paid twice for the same overtime hours worked, nor shall overtime be paid because of a substitution of hours as provided in Section 2 of this Article.

(C) Reasonable efforts will be made to distribute equitably the opportunities for overtime first among permanent employees covered by said recognition section within the rank or position in which such overtime occurs. In order to insure such equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly by the Police Department.

### **Section 4. Guarantees.**

A permanent employee, covered by said recognition section who is called back, ordered back or ordered to stand by shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof at the rate of time and one-half.

### **Section 5. Attendance On Days Off.**

Any permanent member who is required to appear as a witness in any court or at any hearing related to his employment, outside his regular work schedule, shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half. In Civil cases the employee must be served a subpoena in order to be entitled to compensation herein. Any and all witness fees shall be turned over to the Town.

**Section 6. Emergencies.**

The Corporate Authority hereby retains the right to call for emergency overtime. Emergency overtime shall be defined as

(A) A serious situation or occurrence that happens unexpectedly and demands immediate action.

(B) A condition of urgent need for action or assistance.

Emergency overtime shall be determined by the Patrol Commander. In the Patrol Commander's absence the determination shall be made by the Officer in Charge. Emergency overtime shall be filled first by volunteers and then by order back. The Union and the Employer agree that only in extraordinary circumstances emergency overtime may take but not exceed seven (7) consecutive calendar days. In the event the situation causing emergency overtime exceeds seven (7) consecutive calendar days, it shall be filled in accordance with Article VII, Special Details, contained in the agreement.

**Article VII.**

**SPECIAL DETAILS**

**Section 1.**

(A) Special details are those assignments that are paid for by funds other than those allotted to the Bristol Police Department.

(B) Employees covered by this Agreement's recognition section and probationary police officers who have completed the Patrol Operations Phase shall be eligible to work special details.

(C) The special detail rate shall be the prevailing overtime rate of a first class patrol officer, rounded to the next whole dollar amount, per hour for all special details. Details worked on Saturday and Sunday or holidays that are recognized as paid holidays under the collective bargaining agreement shall be paid at the double time hourly rate of a first class patrol officer. The parties agree that until July 1, 2017 the special detail rate shall remain at the present rate. The parties will meet and confer regarding a new rate to be effective after July 1, 2017. The attached detail request form shall be utilized. Exhibit B.

Each special detail shall be paid a minimum of four (4) hours pay. Any time worked beyond fifteen (15) minutes and up to one (1) hour shall be compensated for one (1) full hour. All hours worked on a special detail in excess of eight (8) hours in any twenty-four (24) hour period shall be paid at the rate of time and one-half (1 1/2) the special detail rate. Special detail officers shall be paid for their lunch breaks.

(D) Reasonable efforts will be made to distribute equitably the opportunities for special details assignments among employees covered by this Agreement's recognition section and probationary police officers certified for solo patrol duties. In order to insure such equitable

opportunities, special detail hours worked and opportunities offered will be posted and updated quarterly by the Police Department.

**Article VIII.**  
**VACATIONS**

**Section 1.**

Commencing July 1, 2012 the following vacation schedule shall become effective:

(A) Any Police Department employee covered by this Agreement's recognition section, who has more than one (1) year but less than two (2) years service on the department, shall be entitled to a vacation of eight (8) working days each contract year.

(B) Any Police Department employee covered by said recognition section, who has more than two (2) years but less than five (5) years service on the department shall be entitled to a vacation of fourteen (14) working days each contract year.

(C) Any Police Department employee covered by said recognition section, who has more than five (5) years but less than ten (10) years service on the department shall be entitled to a vacation of nineteen (19) working days each contract year.

(D) Any Police Department employee covered by said recognition section who has more than ten (10) years but less than sixteen (16) years service on the department shall be entitled to a vacation of twenty-four (24) working days each contract year.

(E) Any Police Department employee covered by said recognition section, who has more than sixteen (16) years service on the department shall be entitled to vacation of twenty-seven (27) working days each contract year.

(F) Any Police Department employee covered by said recognition section who retires or who resigns during the year prior to his taking a vacation shall be entitled to his accrued vacation pay in accordance with Article VIII. Any employee who resigns while under investigation with respect to that officer's conduct, shall forfeit his right to any and all accrued vacation that he may have at the time of termination.

Notwithstanding any other provision in the contract to the contrary, no member covered by the terms and conditions of this Agreement shall be allowed to take vacation July 3rd, or 4th. In the event July 3rd or 4th falls on a Sunday, Sunday, July 4th and Monday, July 5th, shall be substituted for July 3rd and 4th. Moreover, during the week of July 1st, up to midnight, July 2nd, not more than one (1) man per shift can be on vacation.

No member covered by the terms and conditions of this Agreement shall be allowed to take Christmas Eve, Christmas Day, New Year's Eve or New Year's Day as a vacation day unless the officer can guarantee in writing a replacement of equal or higher classification. Such requests shall be governed by the present policy relative to the time limits for notification.

No more than two (2) patrol officers per shift and no more than two (2) Sergeants per day shall be allowed to take vacation or compensatory leave during the days of Friday through Sunday between Memorial Day and Labor Day. It is understood that this limitation shall not apply due to maternity leave, injuries in the line of duty, sick leave, personal leave, bereavement leave, military leave, re-assignments, FMLA or administrative leave. If an emergency situation arises that requires a Sergeant to be absent the division commander shall allow the Sergeant the day off. There shall also be no limitation on an officer or Sergeant arranging for a substitute to work

(1) Unused vacation time may be accumulated up to a total of thirty (30) working days. Any vacation days earned in excess of the thirty (30) days, must be taken in the contract year in which they are earned.

(2) Any employee taking a leave of absence without pay for more than thirty (30) days shall cease to accrue vacation entitlements during the period of such absence.

(3) Every member of the department shall be required to take at least two (2) days before and four (4) consecutive working days off as vacation each year. In no event will an individual be allowed to substitute or work for any police officer or detail during this vacation period.

(4) The purpose of vacation is to enable employees to realize a complete release from the tension and stress of work. Accordingly, employees should take all vacation days earned as time away from work. In the event of extenuating circumstances, the exchange of accrued unused vacation days for paid days working shall be limited to only days which are requested well in advance, at straight time, and only with the approval of the Town Administrator.

(5) Until June 30, 2018, members of the bargaining unit upon retirement may sell back unused vacation days not to exceed thirty (30) days at time and one-half. After June 30, 2018 a retiring employee may sell back all unused vacation days at straight time.

(G) Vacation requests shall be submitted no less than seventy-two (72) hours prior to the start of said vacation. However, a vacation request submitted less than seventy-two (72) hours prior to the start of said vacation may be granted by a division commander or by the officer-in-charge (OIC) if said vacation request does not cause an overtime situation.

Vacation requests that are submitted at least seventy-two (72) hours prior to the start of said vacation shall be granted according to the present practice of granting up to the number of requests that cause one (1) overtime situation on a shift.

## **Section 2. Paid Holidays.**

The following holidays shall be paid holidays for all members of the police department:

New Years Day	Columbus Day
Washington's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve

Independence Day  
Labor Day

Christmas Day  
New Year's Eve

(A) VJ-Day, Martin Luther King Day and State and National Election Day in November shall be considered as paid holidays as long as the State of Rhode Island recognizes said holidays or until such time as the parties determine otherwise.

(B) Holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary whether he works the holiday or not.

(C) Holidays Lump Sum - All members shall receive all paid holidays, and payment shall be made in one lump sum on or about the first (1st) day of December of each year. This payment will be issued in a separate check. This lump sum payment shall not include probationary officers and retirees.

### **Section 3. Personal Days.**

The Town agrees to provide two (2) personal day to members of the Bristol Police Department to be taken at the officer's discretion.

Members are prohibited from taking a personal day on the following dates:

July 3rd; July 4th; Halloween; Thanksgiving Day; Christmas Eve; Christmas Day; New Years Eve; New Years Day.

It is further agreed that in the event July 4th falls on a Sunday, then Sunday, July 4th and Monday, July 5th shall be substituted for July 3rd and July 4th.

The Town of Bristol is prohibited from denying a member's request for a personal day for any date other than the dates listed above. Said approval of a personal day shall have no effect on requests for other types of leave.

### **Section 4. Compensatory Leave.**

Compensatory leave shall be administered in accordance with the Fair Labor Standard Act (FLSA).

Compensatory leave request shall be submitted no less than seventy-two (72) hours prior to the start of said compensatory leave. However, a request submitted less than seventy-two (72) hours prior to the start of said leave may be granted by a division commander or by the officer-in-charge (OIC) if said leave request does not cause overtime situation.

### **Section 5. Accreditation Day.**

The Town agrees to provide one (1) accreditation day off to members of the Bristol Police Department to be taken at the officer's discretion, only when that officer is not to be replaced. This provision will be in effect as long as the Department maintains accreditation status.

**Article IX.**  
**LEAVE OF ABSENCE**

**Section 1. Sick Leave.**

Sick leave shall be granted at the rate of twenty (20) working days per year cumulative to one hundred fifty-five (155) days, provided, however, that the Town Administrator may grant an additional ninety (90) days sick leave only for injuries or illnesses for which it is granted.

Days of absence due to injuries or illnesses contracted outside the line of duty shall be subtracted from the employee's days of sick leave as herein before specified. Sick leave taken by members who have reached the maximum accumulation of one hundred fifty-five days will be subtracted from the one hundred fifty-five days accumulated amount.

Days of absence due to injuries contracted in the line of duty shall not be subtracted from the employee's days of sick leave herein before specified.

(A) Sick leave for members of the police department covered by this Agreement's recognition section shall be granted for the following defined reasons:

(1) Personal illness or physical incapacity to such an extent as to render him or her thereby unable to perform the duties of his 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) days, with pay, shall be granted to the employee for this purpose in any one calendar year. (Employees must sign an affidavit stating that there is no possible way to make other arrangements).

(B) Additional leave not to be deducted from Sick Leave:

(1) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of quarantine only.

(2) In case of the death of the employee's mother, father, wife, husband, child, brother, sister, or of the employee's wife's father or mother, each employee covered by this Agreement shall be entitled to a leave of absence, with pay, from the time of notification of death to and including the day following the burial of the deceased. (Not more than five (5) days). Any additional days shall be at the discretion of the Chief of Police.

(3) In the case of death of relatives other than provided in paragraph 2, leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the Chief of Police. (Affidavit shall be required).

(4) Sick leave shall not be debited for absence on non-work days.

(C) Reporting and investigating sickness, together with other miscellaneous factors relative to sick leave, shall be handled as follows:

(1) Reporting of sickness - Policemen who are to be absent from duty for reasons which entitled them to sick leave shall notify the superior officer on duty at least four (4) hours before their scheduled duty.

(2) A medical certificate may be required for sick leave in excess of two (2) working days.

(3) False or fraudulent use of sick leave shall be cause for appropriate disciplinary action against the offending person.

(D) Granting Advance Sick Leave:

(1) Advance sick leave not to exceed three (3) weeks (work weeks) may be granted by the Town Administrator after the first six (6) months of employment in the cases of serious disability or ailments when it is to the advantage of the Town to do so.

(2) Advance sick leave may be granted irrespective of whether the employee has annual leave to this credit.

(3) Request for advance sick leave shall be submitted in writing, stating the circumstances and need for such leave, the time and date when the accrued sick leave will be exhausted, the amount of advance sick leave requested and the date in which sick leave will extend.

(4) Request for advance sick leave shall be evaluated against the following considerations:

- (a) The employee's past leave record,
- (b) The nature, seriousness and extent of illness or disability.
- (c) The probability of return to duty and prospect for continued employment.
- (d) The probability of the employee liquidating the leave to be advanced.

(5) Individuals who, upon separation from Town employment, are indebted for any advance sick leave shall reimburse the Town or appropriate deductions shall be made from his salary and/or any leave due him. This requirement may be waived in cases of separation for a serious illness or disability which is confirmed by the statement of a licensed physician.

(6) On July 1st of each year, an additional twenty (20) days' sick leave shall be credited to each member who has not already reached maximum. However, at no time will a member be credited with sick leave above the maximum accumulation of one hundred fifty-five days.

(7) Sick leave provisions shall apply only to members of the bargaining unit as defined in the aforementioned recognition section of the contract, and shall not apply to so-called reserve officers.

(8) These sick leave provisions shall not apply to persons who sustained illness or injury in the line of duty. (See Article X).

(9) Unused sick leave, at the time of retirement, will be compensated up to a maximum of one-half (1/2) of said unused sick leave at the officer's current rate of pay. An officer shall also have the option of taking said one-half (1/2) of unused sick leave and leave immediately prior to retirement.

(10) Any officer who, at the end of the fiscal year, has taken five (5) sick days (forty hours), or less as sick leave, shall receive one (1) week's pay at the officer's current rate of pay. Payment is to be made on June 30th of each year.

### **Section 2. Overtime and Details Prohibited During Sick Leave Period.**

Whenever a member notifies the police department, prior to the start of his/her duty shift, that he/she will be absent due to sickness then that member shall be prohibited from working overtime and/or details during the sixteen (16) hours following the end of the shift he/she was absent. A member shall be allowed to accept overtime and/or details during this sixteen (16) hour-period for overtime and/or details that are available after the sixteen (16) hour-period he/she is prohibited from working.

Whenever a member is absent due to the sickness of a family member (sickness-in-family) then that member shall not be prohibited from working or accepting overtime and/or details during the sixteen (16) hour period following the end of the shift he/she was absent.

## **Article X.**

### **INJURIES AND ILLNESS**

#### **Section 1.**

Members of the Police Department covered by this Agreement's recognition section who are injured or who contract illness in the line of duty shall received full salary while their incapacity exists, pursuant to Section 45-19-1 of the Rhode Island General Laws, 1956, as amended.

#### **Section 2. Medical Care for Injuries and Illness in the Line of Duty.**

Medical care for those injured or who contract illness in the line of duty shall be as follows:

(A) Those aforementioned 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 and physician from the staff of that hospital. The choice shall be made by the employee or, if his condition prevents him from making that decision., his choice shall be made by his nearest relative who may be available at the time.

(B) In cases which are of a minor nature (minor lacerations, abrasions, contusions, etc.), the judgment of the residing physician shall be followed regarding the necessity of calling a specialist.

(1) When an employee covered by said recognition section has suffered an injury in the line of duty, he shall, if the injury is of the nature requiring the services of a physician, be required to seek the services and care of a physician. A report of all injuries, irrespective of the necessity of the services and care of a physician, shall be reported to the Chief of the department, in writing, within three (3) days of its occurrence. This record of said injury shall become a part of the record of the department. Any subsequent worsening of the injury or of the immediate area of the injury shall entitle the individual to the benefits provided for in this Article X.

(2) When an employee covered by said recognition section has suffered a previous injury and the occasion arises when the injury recurs in any manner, the employee shall be entitled to the immediate examination of the physician who attended him 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, by reason of illness, death or from other circumstances, the employee shall have the right to engage a specialist of his choice. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to benefits of this Article, provided, however, that if the Town of Bristol questions the decision of such physician, the Town shall have the right to have said employee examined by the Town Physician or the physician selected by him as to whether or not said employee is actually suffering from a work related injury, a recurrence of an existing work related injury or a new ailment which may be work related and covered by the provisions of this article or not and not subject to the provisions of this Article X. In the event that the employee's physician disagrees with said second decision, the employee and the Town will agree on a third physician to examine the employee and make a determination and ruling as to the origin of the illness or injury and its determination of work related or non-work related nature. The total time frame for this process should not exceed 45 days unless mutually agreed upon by both the Town and the employee based on physician availability. If the originating circumstances and decision were such that the employee was covered under Section 1 of this Article X then the employee will continue to receive full salary and benefits while this process under section 2 B (2) is completed. If after decision of the third and mutually agreed upon physician is rendered and the employee still is in disagreement with the physician's findings then he or she shall have recourse through the grievance procedure, though the Town will no longer be obligated to the provisions outlined under Section 1 of this article X from that point.

## **Article XI.**

### **RULES AND REGULATIONS**

#### **Section 1.**

The Town Administrator shall issue all rules and regulations relative to the governing of the police department; however, suggestions relative to the rules and regulations received in writing from the Union shall be given due consideration and incorporated in the departmental rules and regulations if the Town Administrator deems to be advisable. It is further agreed that

no changes or new rules and regulations will be promulgated without prior written notification to the Union.

**Article XII.**

**SALARIES**

**Section 1.**

(A) Salaries for the members of the Bristol Police Department for the year commencing July 1, 2015 shall be modified on July 1 of each year listed as follows:

	2015-2016 2.0%	2016-2017 2.5%	2017-2018 3.0%
Deputy Chief	78,895.90	81,118.30	83,801.85
Captain	73,267.20	75,098.88	77,351.85
Lieutenant	68,974.02	70,948.37	73,326.82
Sergeant	63,994.39	65,594.25	67,562.08
Detective	62,870.77	64,442.54	66,375.82
Ptl. Off. 1st	59,234.13	60,714.99	62,536.44
Ptl. Off. rd	52,403.08	53,713.16	55,324.55
Prob. Ptl. Off.	49,945.19	51,193.82	52,729.63

**Section 2.**

(A) Longevity - Commencing July 1, 2005 each employee who has completed at least five (5) years of service in the department shall be entitled to longevity pay equal to seven (7) percent of their annual salary. Employees who have complete at least ten (10) years of service in the department shall be entitled to longevity pay equal to eight (8) percent of their annual salary. Employees who have completed at least fifteen (15) years of service in the department shall be entitled to longevity pay equal to nine (9) percent of their annual salary. Longevity shall be payable on or before July 15 of each year.

(B) Longevity - Each employee hired after July 1, 2015 who has completed at least five (5) years of service in the department shall be entitled to longevity pay equal to five (5) percent of their annual salary. Employees who have completed at least ten (10) years of service in the department shall be entitled to longevity equal to six (6) percent of their annual salary. Employees who have completed at least fifteen (15) years of service shall be entitled to longevity pay equal to seven (7) percent of their annual salary. Longevity shall be payable on or before July 15 of each year.

**Section 3. Time Off While Performing Union Duties.**

Time off without the requirement to make up such time shall be granted to:

1. Officers of the union to conduct union business with the Town.
2. The Steward, when necessary to appear on union business.

**Article XIII.**

**CLOTHING ALLOWANCE**

**Section 1.**

Commencing July 1, 2015 full initial clothing allowance shall be granted to all new members of the Bristol Police Department, and an allowance of thirteen hundred and forty-five dollars (1,345.00) for the cleaning, maintenance, and upkeep of the uniforms and work attire. Said allowance shall be paid by check before July 15th.

**Article XIV.**

**PROBATIONARY PERIOD**

**Section 1. Probation.**

All appointments to the Bristol Police Department shall be made for a probationary period, the conditions of which shall be determined by the rules and regulations of the Department and the terms of this Agreement. Probationary periods shall not exceed one (1) year from the date of appointment. During the probationary period, probationary police officers shall not be used or assigned to any other duties except those provided in this Article.

This Article shall not apply to full-time permanent police officers covered by this Agreement's recognition section who are placed on probationary status.

**Section 2. Formal Training Program.**

Upon appointment to the Bristol Police Department to the position of Probationary Police Officer, probationary police officer(s) shall be placed into the Field Training and Evaluation Program (FTEP) and receive training according to the following schedule:

(A) 1st Phase Patrol Operations: The probationary police officer shall be assigned to one of the following work shifts: First shift, 7:00 A.M. to 3:00 P.M.; Second shift, 3:00 P.M. to 11:00 P.M.; Third shift, 11:00 P.M. to 7:00 A.M., and shall be assigned to a Field Training Officer (FTO) and to that FTO's work schedule. For the purposes of this training program, the first FTO to whom a probationary police officer is assigned shall be designated as that probationary police officers' primary FTO. This first phase work schedule shall consist of five (5) six (6) day workweeks totaling thirty (30) calendar days.

(B) 2nd Phase Patrol Operations: After completing the 1st phase, the probationary police officer shall be assigned to a work shift not previously assigned for the 2nd phase. (Example: If a probationary police officer is assigned to the first shift for the 1st phase patrol operations, then the 2nd phase shall be either on the second shift or the third shift.) The probationary police officer shall be assigned to an FTO on that shift and to that FTO's work schedule. The 2nd phase work schedule shall consist of five (5) six (6) day workweeks totaling thirty (30) calendar days.

(C) 3rd Phase Patrol Operations: After completing the 2nd phase, the probationary police officer shall be assigned to the work shift not previously assigned in the 1st phase or 2nd phase. That probationary police officer shall be assigned to an FTO on that shift and to that FTO's work schedule. The 3rd phase work schedule shall consist of five (5) six (6) day workweeks totaling thirty (30) calendar days.

(D) Patrol Operations Evaluation Phase: After completing the 3rd phase, the probationary police officer shall be reassigned to his/her primary FTO and to that FTO's work schedule for evaluation. This evaluation period shall consist of two (2) six (6) day workweeks totaling twelve (12) calendar days. After this evaluation period, the primary FTO shall submit an evaluation report to the appropriate administrative police officer. This evaluation report shall either recommend the probationary police officer continue to the next phase of the FTEP or to extend the probationary police officer's patrol operations training. If the recommendation is to extend the probationary police officer's patrol operations training, the probationary police officer shall remain under the supervision of his/her primary FTO for extended patrol operations training. Once a probationary police officer's primary FTO has determined the probationary police officer has received additional adequate patrol operations training, then the primary FTO may recommend the probationary police officer continue to the next phase of the FTEP.

(E) Other Police Operations: After a probationary police officer completes patrol operations training and is recommended to continue to the next phase of the FTEP, the probationary police officer shall/may be assigned to the following police operations for familiarization purposes (These training assignments do not have to be followed as listed).

(1) Dispatch Center Operations: The probationary officer shall be assigned to the dispatch center for familiarization. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(2) Detective Division Operations: The probationary police officer shall be assigned to the detective division and shall be under the direct supervision of detective personnel. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(3) Narcotics Operations: The probationary police officer may be assigned to the narcotics unit and shall be under the direct supervision of narcotics personnel. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(4) Community Policing Operations: The probationary police officer may be assigned to community policing operations and shall be under the direct supervision of community policing personnel. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(F) Final Evaluation: The next phase of the FTEP shall be the assignment of the probationary police officer to his/her primary FTO and to that FTO's work schedule for final evaluation. This evaluation period shall consist of two (2) six (6) day workweeks totaling twelve (12) calendar days. After this evaluation period, the primary FTO shall submit a written evaluation report to the appropriate administrative police officer. This final evaluation report shall either recommend the probationary police officer be certified for solo patrol duties; be assigned to his/her primary FTO for continued patrol operations training; or his/her employment with the Bristol Police Department be terminated.

### **Section 3. Prior Police Employment.**

In the event a person., having graduated from the Rhode Island Municipal Police Academy and having been employed for at least one (1) year by a municipality in the State of Rhode Island as a police officer, is appointed to the Bristol Police Department to the position of probationary police officer, then that probationary police officer may be placed into the following training schedule:

(A) Patrol Operations Phase: The probationary police officer shall be assigned to one (1) of the following work shifts: First shift, 8:00 AM to 4:00 PM; Second shift, 4:00 PM to 12:00 AM; Third shift, 12:00 A.M. to 8:00 AM, and shall be assigned to an FTO and to that FTO's work schedule. For the purposes of this training program, this FTO shall be the probationary police officer's primary FTO. This training period shall consist of five (5) six (6) day workweeks totaling thirty (30) calendar days.

After completing patrol operations phase, the probationary police officer's primary FTO shall submit a written evaluation report to the appropriate administrative officer. This written evaluation report shall either recommend the probationary police officer continue to the next phase of this training schedule or to extend the probationary police officer's patrol operations training.

(B) Other Police Operations: If a probationary police officer is recommended to continue to the next phase of this training schedule, then the probationary police officer shall/may be assigned to the following police operations for familiarization purposes (These training assignments do not have to be followed as listed):

(1) Dispatch Center Operations: The probationary police officer shall be assigned to the dispatch center for familiarization. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(2) Detective Division Operations: The probationary police officer shall be assigned to the detective division and shall be under the direct supervision of detective personnel. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(3) Narcotics Operations: The probationary police officer may be assigned to the narcotics unit and shall be under the direct supervision of narcotics personnel. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(4) Community Policing Operations: The probationary police officer may be assigned to community policing operations and shall be under the direct supervision of community policing personnel. This training period shall consist of three (3) six (6) day workweeks not to exceed eighteen (18) consecutive calendar days.

(C) Final Evaluation: The next phase of this training schedule shall be the assignment of the probationary police officer to his/her primary FTO and to that FTO's work schedule for final evaluation. This evaluation period shall consist of two (2) six (6) day workweeks totaling twelve (12) calendar days. After this evaluation period, the primary FTO shall submit a written evaluation report to the appropriate administrative officer. This final evaluation report shall either recommend the probationary police officer be certified for solo patrol duties; be assigned to his/her primary FTO for continued patrol operations training; or his/her employment with the Bristol Police Department be terminated.

#### **Section 4. Solo Patrol Duties.**

Upon being certified by his/her primary FTO for solo patrol duties, a probationary police officer shall begin solo patrol duties according to the following conditions:

(A) Assignment to each of three (3) work shifts (First shift, 8:00 AM to 4:00 PM; Second shift, 4:00 PM to 12:00 AM; Third shift, 12:00 AM to 8:00 AM) on a rotating basis with each assignment to a work shift lasting thirty (30) calendar days. At no time shall two probationary police officers performing solo patrol duties be assigned to the same shift. In addition, probationary police officers performing solo patrol duties shall not be assigned as the third (3rd) scheduled officer on any shift.

(B) The Town will maintain three (3) separate cruiser beats at all times on all shifts with the exception of the overlapping shift of 6:30 PM to 2:30 AM, to be maintained by permanent patrol officers. This does not include ranking officers. However, in the absence of a permanent patrol officer for one (1) of the three (3) separate cruiser beats, and in the event that a probationary police officer certified for solo patrol duties is scheduled for duty on that shift, then that certified probationary police officer shall be assigned to that vacant cruiser beat.

If any additional cruiser beats are to be maintained, they shall be manned by permanent patrol officers. However, if a probationary police officer certified for solo patrol duties is scheduled for duty on a shift that an additional cruiser beat is to be maintained, then that certified probationary police officer may be assigned to that additional cruiser beat.

(C) Probationary police officers certified for solo patrol duties may be assigned by a shift supervisor to other police duties, including dispatcher duties, during that probationary police officer's scheduled shift. However, these police duties, excluding dispatcher duties, shall first be offered to the permanent patrol officers scheduled on that work shift.

(D) Probationary police officers certified for solo patrol duties shall not be eligible for overtime opportunities either for the filling of shifts due to minimum staffing requirements or to maintain any additional beats.

(E) A probationary police officer can be removed from solo patrol duties at any time by the police department or/and upon recommendation of a shift supervisor. If a probationary police officer is removed from solo patrol duties then the probationary police officer shall be reassigned to patrol operations duties under the supervision of his/her primary FTO for remedial training in the area that caused the removal of the probationary police officer from solo patrol duties. A probationary police officer, after receiving this remedial training, and upon recommendation of his/her primary FTO, shall be reassigned to solo patrol duties by the police department.

#### **Section 5. Final Evaluation and Recommendation.**

Prior to the completion of the probation period, shift supervisors shall submit written evaluation reports to the patrol commander with a recommendation to either terminate the probationary officer's employment with the Town of Bristol, or appointing the probationary police officer to permanent Patrol Officer status. The patrol commander shall then submit a final evaluation report to the chief of police with a recommendation to either terminate the probationary officer's employment with the Town of Bristol, or appointing the probationary officer to permanent Patrol Officer status.

#### **Section 6. Termination.**

Nothing in this Article shall restrict the Town's right to terminate a probationary police officer, as defined in this article, at any time from Town employment.

### **Article XV.**

#### **PRESENT BENEFITS**

##### **Section 1.**

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue said employees covered by this Agreement's recognition section and shall be made a part thereof,

##### **Section 2.**

The Town shall continue to provide the existing medical and dental coverage or a comparable plan. Any plan selected shall include coverage for hospital care, primary office visits (\$15 co-pay), urgent care (\$15 co-pay), emergency room care (\$50 co-pay), chiropractic coverage (12 visits), a vision rider (\$100 allowance), a student rider plan and prescription drugs (\$7 tier one, \$30 tier two, \$50 tier three, \$75 tier four). Any plan selected shall provide coverage in the event the employee or a dependent is injured out of state and requires medical care. If the Town changes insurance coverage, it agrees to provide the Union with ninety (90) days notice.

(a) Any employee who chooses not to receive any and all family coverage shall receive a payment of Five Hundred (\$500) Dollars (taxable income) per month as compensation provided the employee does not receive coverage. This amount shall be made in payment on the first pay period of each month, separate from normal wages. If the employee is married to or a dependent of an employee employed by Town or the Bristol Warren Regional School District, the employee shall not be entitled to the buy-back benefit or a separate medical/dental plan.

(A) (b) Any employee who chooses not to receive any and all individual coverage shall be entitled to receive a payment of Two Hundred (\$200) Dollars (taxable income) per month as compensation provided the employee does not receive coverage. This amount shall be made in payment on the first pay period of each month, separate from normal wages. If the employee is married to or a dependent of an employee employed by the Town of Bristol or the Bristol Warren Regional School District, the employee shall not be entitled to the buy-back benefit or a separate medical/dental plan. If the employee covered under this Agreement is on leave of absence, he shall continue to have coverage through his return to active employment.

(B) The Town of Bristol shall provide legal counsel to employees covered by this Agreement when the employee was acting within the scope of his authority in the performance of his duties on behalf of the Town.

(C) Employees covered under this Agreement, engaged in department business will be provided with transportation. In the event such transportation is not provided, employees will be compensated for all travel expenses at twenty cents (\$.20) per mile by the Town.

(D) The Town will support an effort and take whatever appropriate action is necessary to provide police pension members fair representation on the Board of Trustees of the Police Pension Fund, and to secure compliance of the Fund's administration with the provisions of applicable State Law.

(E) The Union hereby acknowledges that the Town of Bristol shall no longer be obligated to specify that it must procure a health care or dental insurance benefit plan from a specific provider of such plans. Therefore, commencing from and after July 1, 2008, the Town of Bristol shall have the right to offer an alternative to the then present health care and dental insurance provider(s), provided that the benefits to the employees are comparable to the most recent benefits available to the employees from the then present health care provider(s), if mutually agreeable between the Town and the Union.

(F) Employees hired after July 1, 1998 but before June 30, 2008, shall contribute, as a co-payment, an amount per pay period equal to ten percent (10%) of the cost to the Town of such employee's annual complete medical coverage, and dental divided by the total number of pay periods per fiscal year. Commencing on July 1, 2008, and during each fiscal year thereafter, new employees hired on or after July 1, 2008 shall contribute, as a co-payment, an amount per pay period equal to twenty percent (20%) of the costs to the Town of such employee's annual complete medical and dental coverage, divided by the total number of pay periods per fiscal year.

(G) Employees hired before July 1, 1998 shall contribute, as a co-payment, an amount per pay period equal to five percent (5%) of the cost to the Town of such employee's annual complete medical coverage and dental divided by the total number of pay periods per fiscal years.

**Section 3. Dental Coverage.**

All members covered under this Agreement shall receive, without contribution, Delta Dental Level Three (3) for individuals and Delta Dental Level Four (4) for those with family, the Student Rider to age 23 and the Sealant Rider, or a comparable coverage, if mutually agreeable between the Town and the Union.

**Section 4. Dental Coverage for Retirees.**

(A) A member hired before May 1, 2002 shall, upon his/her retirement (accidental disability retirement, ordinary disability retirement or normal retirement) continue to receive, without contribution, and shall continue to be eligible for the same level of dental coverage, currently known as Delta Dental Level Three (3) for individuals, Delta Dental Level Four (4) for those with family, the student Rider to age 23 and the Sealant Rider, or a comparable coverage, if mutually agreeable between the Town and the Union, at the time of his/her retirement. This dental coverage shall continue for ten (10) years after the date said member become eligible for Medicare or other federally subsidized programs.

(B) A member hired after May 1, 2002 shall, upon his/her retirement (accidental disability retirement, ordinary disability retirement or normal retirement) receive, without contribution, the same level of dental coverage, currently known as Delta Dental Level Three (3) for individuals, Delta Dental Level Four (4) for those with family, the student Rider to age 23 and the Sealant Rider, or a comparable coverage, if mutually agreeable between the Town and the Union. However, said dental coverage shall cease once said member is eligible for Medicare or other federally subsidized programs.

**Section 5. Health Care Insurance for Retirees.**

(A) Health care insurance will be provided to any retired member having attained at least twenty (20) years of service (normal retirement) in addition to the following:

- (1) Job related disability retirement
- (2) Non job related disability retirement after ten (10) years of service.
- (3) Military credit pension buyout utilized to reach twenty (20) years of service.

(B) Members of the bargaining unit will, upon retirement, receive the same health care insurance coverage as provided to active employees of the Police Department.

Retirees will continue to receive said insurance coverage until the first of the following occurs:

(1) Death.

(2) Eligibility for Medicare or other federally subsidized programs.

(3) Availability of medical coverage not substantially inferior to the coverage provided by the Town, as reasonably determined by the Town and the retiree, acting in good faith, from another employer of the retiree or retiree's spouse.

If the retired member loses said alternate coverage, the Town will furnish coverage in full effective the first of the month following the loss of coverage.

(C) A member hired before May 1, 2002 shall, upon being eligible for Medicare or other federally subsidized programs, receive, without contribution, supplement medical insurance, currently known as Plan 65. This supplement medical insurance coverage shall continue for ten (10) years after the date said member become eligible for Medicare or other federally subsidized programs.

(D) A member hired after May 1, 2002 shall not be eligible to receive supplement medical insurance coverage, currently known as Plan 65, once said member become eligible for Medicare or other federally subsidized programs.

(E) When a member becomes eligible for Medicare or other federally subsidized programs, and that member's spouse is not eligible for Medicare or other federally subsidized programs, then that member's spouse shall continue to receive, without contribution, the same health care insurance he/she was receiving prior to the member becoming eligible for Medicare or other federally subsidized programs. Once said spouse becomes eligible for Medicare or other federally subsidized programs then said health care insurance shall cease and said spouse shall not be eligible for supplement medical insurance, currently known as Plan 65, from the Town of Bristol.

(F) Only a spouse who is married to the member on the date of retirement shall be eligible for benefits provided to a spouse of a retiree.

(G) Whenever any coverage, medical or dental, is terminated according to the terms of the Collective Bargaining Agreement said coverage may be purchased from the Town of Bristol during the COBRA period.

(H) Effective March 22, 1998 the Town began participating in the State of Rhode Island Retirement System for municipal police officers ("the Plan"). The member shall contribute 11% of his or her salary to the Plan. The Plan shall include a twenty (20) year retirement option and cost of living adjustment (Plan C). The parties incorporate by reference the Memorandum of Understanding attached as Exhibit C dated April 1, 1998. The parties further agree that the Ordinance of the Town of Bristol regarding Total and Permanent Disability Pension and the Memorandum of Agreement dated January 15, 2002 are incorporated by reference as Exhibit D.

**Article XVI.**  
**GRIEVANCES**

**Section 1. Grievance procedure.**

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Town and the Union or between the Town and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

There shall be a grievance procedure as follows:

(A) A grievance, including a Class Action, shall be presented by the aggrieved employee and/or by the Union within five (5) working days of the employee's knowledge of the occurrence of such grievance, or within five (5) working days of when the employee should have known of such grievance.

(B) The grieved employee shall discuss his problem with his Union representative and appropriate administrative officer who shall attempt to settle the problem within five (5) working days.

(C) If the grievance is not resolved according to subsection (b) above, it shall be reduced to writing and shall be submitted by the aggrieved to the Chief of Police or his designee who shall meet immediately with the Union and shall render a written decision to the Union and the employees within five (5) working days of said meeting.

(D) If the grievance is still not resolved according the subsection (c) above, the Union may appeal the decision to the Town Administrator or his designee within five (5) days of the decision of the Chief of Police. The Town Administrator shall grant a hearing to the Union and the aggrieved within five (5) days of said request and shall render a decision in writing to the Union and the employee within five (5) working days of said meeting.

(E) In the event the grievance is not settled in a manner satisfactory to the aggrieved member, then such grievance may be submitted to arbitration in the manner provided herein. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Town, on request, will produce payroll and other records as necessary. The Union representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his grievance without Union representation. If such grievance is processed without Union representation, the facts of said grievance will be furnished to the Union.

(F) Written reasons for denying grievances shall be provided under subsections (c) and (d) above,

(G) Working days, for the purpose of this Article shall be defined as Monday through Friday, excluding weekends and holidays.

**Article XVII.**  
**ARBITRATION**

**Section 1.**

If a grievance is not settled under Article XVI, such grievance shall, at the request of the Union or the Town, be referred to arbitration as follows:

1. The town and the union shall each select an arbitrator to serve on the arbitration panel. The two arbitrators shall be selected by the parties within five (5) days of the submission to arbitration. If the two arbitrators cannot agree on a third arbitrator within ten (10) days of their appointment, the matter shall be referred to the American Arbitration Association (AAA) and the third member and chairperson of the panel shall be selected in accordance with the Rules of the American Arbitration Association.

The decision of a majority of the arbitration panel shall be final and binding upon the parties. These and necessary, expenses of the arbitration and the cost of the impartial arbitrator shall be divided equally by the town and the union. Only grievances arising out of the provisions of this Agreement relative to the application, interpretation or violation thereof may be submitted to arbitration.. All submissions to arbitration must be made within ten (10) working days after the grievance procedure decision.

When the situation warrants, as determined by both parties, the parties will utilize expedited arbitration in accordance with the Rules of the American Arbitration Association.

**Article XVIII.**  
**SAVINGS CLAUSE**

**Section 1.**

Should any Article, Section or portion thereof of this Agreement or its amendments be in conflict with Federal, State or presently existing provisions of the Home Rule Charter, such Federal, State or presently existing provisions of the Home Rule Charter shall prevail and the provisions of this Agreement or its amendments shall be modified by the parties to comply with such law or provision of the Home Rule Charter.

**Section 2.**

Should any Article, Section or portion thereof of this Agreement or its amendments be held unlawful and/or unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof.

## Article XIX.

### MISCELLANEOUS

(A) The corporate authority shall appoint a member of the bargaining unit selected by the Union as a member of the Police Pension Board. This appointment must be made within thirty (30) days of its submission in writing to the corporate authority.

(B) A retiring member of the bargaining unit, upon written request to the corporate authority, must be appointed to the Bristol Police Department Reserve Force.

For the purpose of special details, a retiring member shall be placed at the bottom of the retired members special detail list immediately after his/her retirement. Assignments to special details shall be by rotation among retirees only after all employees covered by this Agreement's recognition section and probationary police officers certified for solo patrol duties have refused said special detail.

(C) No police officer, except in an emergency, shall be required to walk any foot post whenever storm conditions exists or whenever the outside temperature drops below twenty (20) degrees or whenever the wind chill factor becomes equivalent to twenty (20) degrees. When relieved of his walking post due to weather conditions, the police officer shall be assigned bona fide police duties.

(D) The Town will maintain three (3) separate cruiser beats at all times on all shifts with the exceptions of the overlapping shift of 6:30 P.M. to 2:30 A.M., to be maintained by permanent patrolmen. This does not include ranking officers. If any additional cruiser beats are to be maintained, they shall also be manned by permanent patrolmen.

Overlapping Shift (4<sup>th</sup> Shift) — 4<sup>th</sup> Shift shall maintain minimum manning of one (1) patrol officer. However, there shall not be a mandatory replacement if the remaining officer is on sick leave or military leave.

(E) Any employee who has received an injury in the course of his employment, rendering the employee unable to perform police work, shall not be used in any detail or duties.

(F) There shall be a Lieutenant or Sergeant on all shifts except the overlapping shift of 6:30 P.M. to 2:30 A.M. performing the duties of the shift commander which shall include supervision on the road. In the event that neither a Lieutenant or Sergeant is on duty as a result of sickness or other absence, then the Town shall replace said absent Lieutenant or Sergeant with a Lieutenant or Sergeant according to the seniority list. It is understood by the Town and the Union that the Town is required to have either a Sergeant or Lieutenant on duty but not required to have both a Lieutenant and Sergeant on duty. Further, in the event that a Lieutenant and a Sergeant are assigned to a particular shift and one or the other is absent, as long as there still remains a Sergeant or Lieutenant on such shift, the Town need not replace the absent Sergeant or Lieutenant. If a Lieutenant replaces a Sergeant, the Lieutenant shall be paid at the, Lieutenant's rate of pay and if a Sergeant replaces a Lieutenant, the Sergeant shall be paid at a Sergeant's rate of pay.

(G) The Town agrees that no member of the bargaining unit shall be required to operate a motor vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The Town further agrees that it will make every effort to maintain in proper working order any and all equipment on all vehicles.

(H) Effective July 1, 1992, the Town of Bristol, recognizing the importance of police officer safety, shall provide fitted protective body vests to each officer so requesting. It shall then be the responsibility of the police officers to maintain and show the personal vest at any time required to do so by the Chief. If a vest is found missing, it shall be mandatory for the police officer to pay for a replacement vest. At the conclusion of the normal warranty period, expected to be five (5) to six (6) years, and upon return of the obsolete vest, the Town shall provide a new protective body vest to the police officer, if he/she so requests.

(I) An officer scheduled to be off on a Saturday and Sunday shall be protected from being subjected to order back unless no other officer is available to work or an emergency as determined by the Chief (or his designee) has arisen.

#### **Article XX.**

### **OUTSIDE EMPLOYMENT**

#### **Section 1. Outside Employment.**

Any police officer employees within the bargaining unit desirous of engaging in outside employment shall provide written notification, in advance, and shall be required to receive written permission from the Chief or his designee with respect to the outside employment. The employee shall indicate the nature of employment, location, anticipated hours of work, and the means by which he may be contacted while employed elsewhere. It is understood that the needs of the department shall be the primary consideration. Therefore, employees shall have the obligation to be available and physically fit for full performance of their law enforcement duties. Should it be determined that authorized outside employment is not appropriate or is interfering in some way with the employee's job performance or otherwise, the Chief shall have the authority to restrict said outside employment in a manner reasonably deemed necessary to maintain a professional law enforcement department. It is understood that any outside employment shall not encompass work which adversely affects the integrity of the police department. Any decision made by the Chief under this Article shall be subject to the grievance or expedited arbitration provisions of the Collective Bargaining Agreement.

#### **Article XXI.**

#### **Section 1. No Strike or Lockouts.**

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

Article XXII.

Section 1. Post Retirement Benefits

Effective July 1, 2016 each employee shall contribute annually an amount equal to two percent (2%) of a patrol officer second class annual wage rate. The contribution shall be made by deduction from each employee's pay during each pay period and shall be applied toward retirement benefits. The Town shall match each employee's contribution.

Article XXIII.

Section 1. Duration of Agreement

This Agreement shall commence on and as of July 1, 2015 shall continue in effect until and through and including June 30, 2018.

IN WITNESS WHEREOF, the parties have hereunder set their hands this 18<sup>th</sup> day of May, 2015.

TOWN OF BRISTOL

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 304

Thomas G. Teixeira 5-1-2015  
Town Administrator

[Signature] 5/1/15  
President

\_\_\_\_\_  
Chief Negotiator

[Signature] 5/1/15  
Vice President

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Steward

Pay Rates 2014-2015

Rank	Annual	Bi-Weekly	Weekly	Holiday	Daily (5&2)	Daily (4&2)	Hourly (5&2)	Hourly (4&2)	OT (5&2)	OT (4&2)
D-Chief	76,858.73	2,956.11	1,478.05	295.61	295.61	315.65	36.95	39.46	55.43	59.19
Captain	71,830.59	2,762.72	1,381.36	276.27	276.27	295.00	34.53	36.88	51.80	55.31
Lieut.	67,131.39	2,581.98	1,290.99	258.20	258.20	275.70	32.27	34.46	48.41	51.69
Sergeant	62,739.60	2,413.06	1,206.53	241.31	257.67			32.21		48.31
Detective	61,638.01	2,370.69	1,185.35	237.07	253.14		29.63	31.64	44.45	47.46
Pt/m										
(1st)	58,072.68	2,233.56	1,116.78	223.36	238.50			29.81		44.72
Pt/m										
(2nd)	51,375.57	1,975.98	987.99	197.60	211.00			26.37		39.56
Pt/m										
(Pro)	48,965.87	1,883.30	941.65	188.33	201.10			25.14		37.71

Pay Rates 2015-2016 (2%)

Rank	Annual	Bi-Weekly	Weekly	Holiday	Daily (5&2)	Daily (4&2)	Hourly (5&2)	Hourly (4&2)	OT (5&2)	OT (4&2)
D-Chief	78,895.90	3,034.46	1,517.23	303.45	303.45	324.02	37.93	40.50	56.90	60.75
Captain	73,267.20	2,817.97	1,408.98	281.80	281.80	300.90	35.22	37.61	52.84	56.42
Lieut.	68,974.02	2,652.85	1,326.42	265.28	265.28	283.27	33.16	35.41	49.74	53.11
Sergeant	63,994.39	2,461.32	1,230.66	246.13	262.82			32.85		49.28
Detective	62,870.77	2,418.11	1,209.05	241.81	241.81	258.21	30.23	32.28	45.34	48.41
Pt/m										
(1st)	59,234.13	2,278.24	1,139.12	227.82	243.27			30.41		45.61
Pt/m										
(2nd)	52,403.08	2,015.50	1,007.75	201.55	215.22			26.90		40.35
Pt/m										
(Pro)	49,945.19	1,920.97	960.48	192.10	205.12			25.64		38.46

Pay Rates 2016-2017 (2.5%)											
Rank	Annual	Bi-Weekly	Weekly	Holiday	Daily (5&2)	Daily (4&2)	Hourly (5&2)	Hourly (4&2)	OT (5&2)	OT (4&2)	
D-Chief	81,118.30	3,119.93	1,559.97	311.99	311.99	333.15	39.00	41.64	58.50	62.47	
Captain	75,098.88	2,888.42	1,444.21	288.84	288.84	308.43	36.11	38.55	54.16	57.83	
Lieut.	70,948.37	2,728.78	1,364.39	272.88	272.88	291.38	34.11	36.42	51.16	54.63	
Sergeant	65,594.25	2,522.86	1,261.43	252.29	269.39	269.39	30.98	33.67	46.47	50.51	
Detective	64,442.54	2,478.56	1,239.28	247.86	247.86	264.66		33.08	46.47	49.62	
PtIm											
(1st)	60,714.99	2,335.19	1,167.60	233.52	249.35	249.35		31.17		46.75	
PtIm											
(2nd)	53,713.16	2,065.89	1,032.95	206.59	220.60	220.60		27.57		41.36	
PtIm											
(Pro)	51,193.82	1,968.99	984.50	196.90	210.25	210.25		26.28		39.42	

Pay Rates 2017-2018 (3%)											
Rank	Annual	Bi-Weekly	Weekly	Holiday	Daily (5&2)	Daily (4&2)	Hourly (5&2)	Hourly (4&2)	OT (5&2)	OT (4&2)	
D-Chief	83,801.85	3,223.15	1,611.57	322.31	322.31	344.17	40.29	43.02	60.43	64.53	
Captain	77,351.85	2,975.07	1,487.54	297.51	297.51	317.68	37.19	39.71	55.78	59.56	
Lieut.	73,326.82	2,820.26	1,410.13	282.03	282.03	301.15	35.25	37.64	52.88	56.47	
Sergeant	67,562.08	2,598.54	1,299.27	259.85	277.47	277.47	31.91	34.68	47.87	52.03	
Detective	66,375.82	2,552.92	1,276.46	255.29	255.29	272.60		34.08	47.87	51.11	
PtIm											
(1st)	62,536.44	2,405.25	1,202.62	240.52	256.83	256.83		32.10		48.16	
PtIm											
(2nd)	55,324.55	2,127.87	1,063.93	212.79	227.21	227.21		28.40		42.60	
PtIm											
(Pro)	52,729.63	2,028.06	1,014.03	202.81	216.56	216.56		27.07		40.60	

## MEMORANDUM OF UNDERSTANDING

### *An Amendment of ARTICLE IV Section 4-Promotions (3)*

Upon execution of this agreement, the Town of Bristol and the International Brotherhood of Police Officers, Local 304 agree that paragraph (3) of Section 4-Promotions (Oral Examination) be replaced by the process as follows:

#### **Administrative Personnel Evaluation for Sergeant Candidates**

##### **Step One: Round Table Formation**

- Round table discussion panel made up of all available Sergeants and Lieutenants (\*must have at least six months as Sergeant to be an evaluator).
- Each supervisor will be assigned a number that will be used to identify themselves on the evaluation sheets.
- The Deputy Chief will keep a list of the supervisors and their corresponding numbers.

##### **Step Two: Candidate Discussion Process**

- Personnel board and the Deputy Chief will enter the room and explain the process to the panel.
- They will also announce which candidate will be discussed.
- Deputy Chief and personnel board members then leave the room while the panel has an open discussion.
- Panel will have round table discussion regarding each candidate (each candidate will be discussed separately).
- The panel discussion is an open format but the panel members are not to discuss how they will specifically rate each candidate (i.e. reveal the score they will assign).

##### **Step Three: Evaluation Sheets**

- After discussing the candidate, a member of the personnel board and the Deputy Chief will re-enter the room and hand out *evaluation sheets* for that candidate.
- Scoring for evaluation sheets will be reviewed.
- Panel members will do all grading on their own, without discussing their scoring with other members.
- Deputy Chief and personnel board will monitor the evaluation session to ensure confidential evaluations.
- After grading the candidate, the personnel board member will collect the score sheets for that candidate and leave the room.
- Panel can then begin discussing the next candidate.
- Personnel Board and Deputy Chief return when the panel is ready for the next evaluation sheet to be distributed.
- Process repeats until all candidates have been discussed and evaluated.

**Step Four: Score Reviews**

- After all candidates have been discussed and scored, the personnel board will collect all evaluation sheets.
- Each candidate's scores will be averaged.
- A *master evaluation sheet* will be created with each candidate's averaged scores.
- The Deputy Chief and personnel board will sign the master sheet consisting of the final scores for each individual.
- Final scores for each candidate will be furnished to the Chief of Police in the same manner as the previous interview scores.

*Note:* If the Deputy Chief is not available (i.e. due to retirement), then the Senior Administrative personnel will fill that role. The panel would be adjusted accordingly.

**SERGEANTS' PROCESS CANDIDATE EVALUATION**

Candidate: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluators are to grade the candidate in each of the five categories, scoring from 0-5 points in each category, including half points, for a total of 25 points. Space is provided in each category for evaluators to explain the scoring in that category or add other pertinent information regarding that specific category.

**ACCOUNTABILITY (0-5):** \_\_\_\_\_

(To include, but not limited to, factors such as tardiness, use of sick time, handling of calls in their beat, general control of beat, and working well with other departments and community officials)

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**PRODUCTIVITY/JOB PERFORMANCE (0-5):** \_\_\_\_\_

(To include, but not limited to, self-initiated action by the officer, citations, arrests, incident reports, parking tickets. Officer's specific assignment must be taken into consideration when reviewing statistics, i.e.: the SRO may have significantly less citations than an officer assigned to patrol duties. This category can also include officer's report writing abilities, interviewing skills and factors such as completing work in a timely manner)

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**DECISION MAKING/KNOWLEDGE (0-5):** \_\_\_\_\_

(To include but not limited to, the officer's overall knowledge of criminal law, motor vehicle laws, town ordinances, department policies and procedures and how the officer applies this knowledge to make decisions to cite, arrest, etc.)

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**DISCIPLINE (0-5):** \_\_\_\_\_

(Has the officer had discipline issues within or outside of the department? Verbal reprimands? Inter-departmentals? Suspensions? Does this officer require more supervision than other officers?)

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LEADERSHIP (0-5): \_\_\_\_\_

(Does the officer exhibit leadership qualities? Is the officer well respected and looked up to by other members of their shift or the department? Will this officer be able to supervise other officers and discipline them if necessary?)

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TOTAL SCORE: \_\_\_\_\_

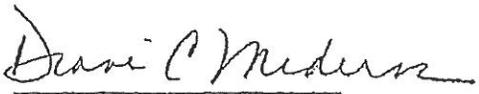
Evaluator #: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunder set their hands

This 10 day of October, 2012.

TOWN OF BRISTOL

INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS, LOCAL 304



Town Administrator

President

## MEMORANDUM OF UNDERSTANDING

The Town of Bristol agrees to make the following modifications to the Bristol Police Departments Promotions Process. Effective upon execution of this Agreement, ARTICLE IV Section 4 is now further subdivided into Subsection I (Sergeants Process) and Subsection II (Detectives Process). ARTICLE IV Section 4 Subsection II (Detectives Process) will now follow the process outlined below.

6

### **Eligibility Criteria:**

In order to be eligible for promotion to the grade of detective, the applicant must have five (5) years of continuous service as a patrolman/patrolwoman, including his/her probationary period.

### **Step One: Chief Points**

- The Chief will award each applicant a maximum of 5 total points, including half points.
- The awarded Chief points must be furnished to the applicant prior to the giving of the written examination

### **Step Two: Seniority Points**

- Points shall be awarded on the basis of seniority within the Bristol Police Department
- Applicants will receive one point per year of employment
- The total number of seniority points cannot exceed 25 points, regardless of the number of years in the department

### **Step Three: Written Test**

- Applicant must take written examination furnished by a testing concern outside the State of Rhode Island
- The examination shall be obtained by, conducted, and scored by the Personnel Board of the Town of Bristol
- Points for the written examination will be apportioned so that out of the total score, no more than 25 points may be obtained on a written examination (0.25 points per correct answer equaling a total of 25 points)
- Minimum grade of 70 is passing

### **Step Four: Score Reviews**

- The Personnel Board shall compute the final grading and certify a list of the names and scores of the top three applicants
- Top three applicants must receive a grade of 70 percent or better on the written examination
- Failure to achieve 70 percent on the written examination shall disqualify an individual from being certified to the appropriate promotional list
- The top three applicants, based on cumulative points (Chief points, seniority points, written examination), shall be certified
- In the result of tie scores at the conclusion of the process, seniority established at the time of hire for each applicant will determine the rankings from most senior to least senior.

- The maximum cumulative points an applicant can receive would be fifty-five (55) points
- The vacancy will be filled with one of the qualified applicants from the certified list within thirty (30) days of the aforementioned certification
- If any of the certified applicants refuse an appointment to a vacancy, he/she must be removed from the certification list
- Final scores for each candidate will be furnished to the Chief of Police
- Chief of Police will fill the said vacancy in the order they are ranked
- Appointment to said position by the corporate authority can only be from the aforementioned certified applicants, without substitution
- The certified list of the top three or more applicants shall remain in effect for one (1) year from the initial date of certification. Said list must be used to fill any appropriate vacancy during said one (1) year period of time
- If said examination list is exhausted during the one (1) year term, a new examination must be instituted when a vacancy occurs
- Examination scores and standings of each applicant will be provided to the applicant requesting his/her score and standing. Applicants shall be allowed to review their written examination with the Town Administrator or designee within five (5) business days after the examination is graded

IN WITNESS WHEREOF, the parties have hereunder set their hands

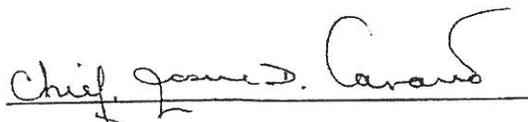
This 4<sup>th</sup> day of February, 2014<sup>5</sup>

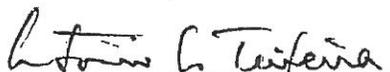
INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS LOCAL 304

  
\_\_\_\_\_  
Steve St. Pierre, President

  
\_\_\_\_\_  
Brett A. Estrella, Vice President

TOWN OF BRISTOL

  
\_\_\_\_\_  
Josue Canario, Chief of Police

  
\_\_\_\_\_  
Antonio A. Teixeira, Town Administrator



# Bristol Police Department

395 METACOM AVENUE ❖ BRISTOL, RHODE ISLAND 02809  
TELEPHONE (401) 253-6900



JOSUE D. CANARIO  
Chief of Police

## Detail Officer Request Form (PLEASE PRINT)

ORGANIZATION/ COMPANY NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
(STREET) (CITY) (ZIP)

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

LOCATION OF DETAIL: \_\_\_\_\_

DATE: \_\_\_\_\_ START TIME: \_\_\_\_\_ (AM/PM) END TIME: \_\_\_\_\_ (AM/PM)

NUMBER OF OFFICERS REQUESTED: \_\_\_\_\_ CRUISER: (YES/NO) HOW MANY: \_\_\_\_\_

EACH DETAIL SHALL BE PAID A MINIMUM OF FOUR (4) HOURS PAY FOR EACH POLICE OFFICER. ANY TIME WORKED BEYOND FIFTEEN (15) MINUTES AND UP TO ONE (1) HOUR SHALL BE COMPENSATED FOR ONE FULL HOUR. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS SHALL BE PAID AT TIME AND ONE HALF OF THE DETAIL RATE. DETAIL OFFICERS SHALL BE PAID FOR THEIR LUNCH BREAKS. DETAILS SHALL BE PAID AT THE DETAIL RATE FOR WHICH THE DETAIL BEGINS AND CARRY THROUGH AT THAT RATE FOR THE REMAINDER OF THE DETAIL OR UNTIL EIGHT (8) HOURS HAVE BEEN EXCEEDED.

THE DETAIL RATE IS AS FOLLOWS:

MONDAY - FRIDAY	7:00 AM- 4:00 PM	\$45.00 per/hr
MONDAY - SUNDAY	4.00 PM- 7:00 AM	\$59.00 per/hr
SAT/ SUN / HOLIDAYS		\$59.00 per/hr

DETAIL RATE FOR USE OF A POLICE CRUISER IS \$20.00 PER HOUR.

CANCELLATIONS MUST BE MADE TWO (2) HOURS PRIOR TO START OF DETAIL OR A MINIMUM OF FOUR (4) HOURS WILL BE CHARGED.

ORGANIZATIONS/COMPANIES ENGAGING IN THE SERVICES OF POLICE PERSONNEL SHALL BE RESPONSIBLE FOR THE DIRECT PAYMENT OF THOSE OFFICERS INDIVIDUALLY UNLESS OTHERWISE WAIVED BY THE CHIEF OF POLICE IN ACCORDANCE WITH THE TOWN OF BRISTOL POLICY.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Fax or deliver to Bristol Pd.  
401-253-1540  
Rates effective 07-01-14

Entered in red book: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

The Town of Bristol agrees to make the following modifications to the Bristol Police Department Retirement Plan Fund:

Effective upon execution of this agreement, the Bristol Police Department Retirement Plan Fund shall be amended to provide for a three percent (3%) cost of living adjustment, compounded annually, and payable on July 1 of each year. Said cost of living adjustment shall be payable to any member of the bargaining unit who retires after the execution of this agreement.

Effective July 1, 1998, the retirement contribution for bargaining unit members shall be increased to eleven percent (11%). Said contribution is to be excluded from gross income. The Town's contribution shall be adjusted to twenty-four percent (24%).

Hereafter, future contributions shall be adjusted as follows:

1. The Town will fully absorb any increase up to 1 1/2% above the Town's contribution or up to 25 1/2%. The Town will also retain the benefit of any decrease of 1 1/2% or down to 22 1/2%.
2. The Union will share in increases beyond 1 1/2% on a 50/50 basis with the Town up to and including 13% as the ceiling. The Union will share in any decrease beyond 1 1/2% down to 9% as a floor.

Effective March 22, 1998, the Town shall enter into the State of Rhode Island retirement system for municipal police officers. Said plan is to include the twenty (20) year retirement option, and cost of living adjustment (Plan C).

Participation in the State Retirement system shall be mandatory for any person who becomes a sworn member of the bargaining unit after March 22, 1998, and shall be optional for any person who became a sworn member of the bargaining unit prior to March 22, 1998.

Pre-March 22, 1998 bargaining unit members who opt to transfer into the State Retirement system must do so by 12:00 Noon, June 30, 1998, by providing written notice to the Town.

This Agreement shall become effective upon the signing of this Memorandum of Understanding by representatives of the Town of Bristol and the International Brotherhood of Police Officers, Local 304.

Signed on this, the 15<sup>th</sup> day of April, 1998

INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS, LOCAL 304

  
Frank E. Raposa, President

TOWN OF BRISTOL

  
Joseph F. Parella, Town Administrator

ORDINANCE NO. 2001-

AN AMENDMENT OF SECTION 21-147 OF  
THE ORDINANCES OF THE TOWN OF BRISTOL  
REGARDING  
Total and Permanent Disability Pension

IT IS HEREBY ORDAINED by the Town Council of the Town of Bristol, Rhode Island, that Section 21-147 of the Town Code be amended as follows:

Sec. 21-147. Total and permanent disability pension.

(a) **Accidental Disability: Work-Related Injury/Illness.** In the event that a participant becomes totally and permanently disabled as a natural and proximate result of injuries or illness sustained while in the performance of duty and such disability is not the result of willful negligence or wanton misconduct on the part of the participant, who has been examined by a physician appointed by the town and remained away from regular employment with the police department for a period of eighteen (18) months, such participant shall be entitled to receive disability benefits upon being found physically unfit for duty. The town shall direct the trustees to place such participant on a disability pension as of the first of the month following the participant's retirement date. In the event that a participant shall apply for a disability pension prior to the expiration of the eighteen (18) month period described above, the trustees shall cause the participant to submit to a medical examination as set forth in subsection (c) below. Such participant shall be considered to be totally and permanently disabled for purposes of this section if the third physician concludes that the said participant is physically or mentally disabled for the performance of duty and such disability is not due to age or length of service.

(b) **Ordinary Disability: Non-Work-Related Injury/Illness.** A participant who has not reached his normal retirement date and who has completed at least ten (10) years of service with the police department of the town and who has become so disabled by any medically determinable physical or mental impairment which can be expected to be either of indefinite duration or result in death, which disability is not incurred in the performance of his duties for the police department, and which renders the participant unfit for duty as a police officer, may be retired on a disability pension.

(c) The monthly disability benefit payable to a participant who becomes entitled thereto pursuant to Sec. 21-147(a) shall be an amount equal to seventy-two percent (72%) sixty-six and two-thirds percent of the participant's annual earnings at the time of the participant's retirement date. The benefit shall be payable monthly for the period of disability and shall be adjusted annually on July 1st of each year by a three percent (3%) compounded COLA. For the purpose of this section, "annual earnings" shall include annual salary, longevity and holiday pay.

The monthly disability benefit payable to a participant who becomes entitled thereto pursuant to Sec. 21-147(b) shall be equal to fifty percent (50%) of the participant's average monthly rate of earnings over any period of two consecutive years which produces the highest average monthly rate. The benefit shall be payable monthly for the period of disability and shall be adjusted annually on July 1st of each year by a three percent (3%) compounded COLA.

(d) The trustees may, from time to time, cause a participant who is receiving a disability pension to be examined by a qualified physician selected by the trustees; provided, however, that there may not be more than one (1) annual examination after the first year of the participant's retirement date. If, in such physician's opinion, the participant's condition warrants him returning to police duty with the police department, and the participant meets the department's written and physical requirements for new employees, he shall be regarded as having recovered from such disability, he shall be reinstated to police duty forthwith, and further payment of a disability pension to him shall cease. The failure of the participant to submit to such examination, when so requested by the trustees, shall result in discontinuance of the payment of the disability pension to such participant until he shall comply to such request.

(e) In the event a dispute shall arise as to whether a participant is, or continues to be disabled as provided by this subsection prior to cessation of benefits, he shall be examined by a qualified physician selected by the trustees and a qualified physician selected by such participant. The findings of such physicians shall be binding on the trustees, the participant and all others concerned. If such physicians shall not agree, the participant shall be examined by a third physician selected by the two (2) other physicians, and the findings of such third physician shall be final and binding on the trustees, the participant and all others concerned. The Trustees shall assume all expenses related to these examinations.

(f) Any amounts paid or payable under the provisions of Sec. 21-147(a) shall be deemed Workers' Compensation.

This ordinance shall take effect upon the date of ratification by the International Brotherhood of Police Officers (IBPO) of necessary amendments to the collective bargaining agreement between the Town and the IBPO passage,

E:\22\A\Section 206\Ordinance\Police\Hick of Underwood\Police Ordinance 11.11.17.pdf

MEMORANDUM OF UNDERSTANDING

The Town of Bristol agrees to make the following modifications to the Bristol Police Department Total and Permanent Disability Pension Plan Fund and the International Brotherhood of Police Officers, Local 304 agree to be bound by the terms and conditions of said amendment:

Effective upon execution of this Agreement, Section 21-147 of the Bristol Police Department Total and Permanent Disability Pension Plan Fund shall be amended as set forth in Exhibit A attached hereto and incorporated herein.

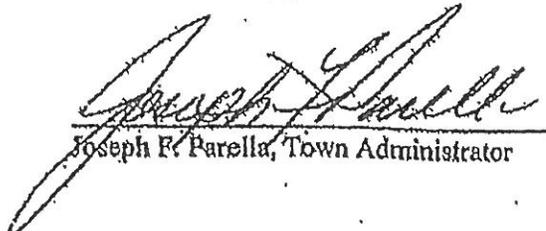
This Agreement shall become effective upon ratification by the International Brotherhood of Police Officers, Local 304 and the adoption of the attached ordinance by the Bristol Town Council.

Signed on this, the 15<sup>th</sup> day of January, 2007.<sup>2</sup>

INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS, LOCAL 304

TOWN OF BRISTOL

  
Frank B. Raposa, President

  
Joseph F. Parella, Town Administrator