

**THE TOWN OF BURRILLVILLE**

**AND**

**THE BURRILLVILLE POLICE FOP LODGE NO. 27**

**LABOR CONTRACT (AGREEMENT)**

**(July 1, 2018 through June 30, 2019)**

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AND  
THE BURRILLVILLE POLICE FOP LODGE NO. 27  
LABOR CONTRACT (AGREEMENT)  
(July 1, 2018 through June 30, 2019)**

**ARTICLE I**

**1.1 DEFINITIONS:**

**1.1.1 Town:**

The corporate authorities of the Town of Burrillville will hereinafter be referred to as the "Town".

**1.1.2 FOP:**

The Burrillville Fraternal Order of Police will hereinafter be referred to as "FOP" or the "Union".

**1.1.3 Police Officer ("Officer"):**

The term "Police Officer" shall mean a full time, sworn Police Officer from the rank of Patrolman ("Patrol Officer") up to and including the rank of Major, including Policewoman. A "Probationary Officer" is included as follows:

**1.1.3.1** A Probationary Officer who has not graduated from the Rhode Island Municipal Police Training Academy ("RIMPTA") and not sworn in by the Town Clerk ("sworn") shall only be covered for Security (Article I, Section 1.6), Base Wages (Article III, Section 3.1) and Health Benefits (Article VI, Section 6.1). Under this provision a Probationary Officer who has not graduated from the RIMPTA will receive (less any co-share payments) only individual health insurance coverage from the Town until the Probationary Officer is sworn in by the Town Clerk in accordance with Section 1.1.3.2. A Probationary Officer as defined in this Section 1.1.3.1 will, if claiming a work-related injury, make claim for any benefits to which he might be entitled under the Rhode Island Workers' Compensation Act.

**1.1.3.2** A Probationary Officer who has graduated from the RIMPTA and has been sworn by the Town Clerk shall be governed by this agreement except when specific terms, conditions, etc., addressing Probationary Officers are specified within this Collective Bargaining Agreement ("Agreement").

**1.1.4 Superior Officer:**

The term "Superior Officer" shall be defined as Police Officers holding the permanent rank of Sergeant or above.

**1.1.5 Union Officers:**

The Union shall notify the Town of the names of its Officers in writing each time there is an election or change of Officers within the FOP.

**1.1.6 Tour of Duty:**

The term "tour of duty" or "shift" is defined as the "working day" of a Police Officer.

**1.1.7 Work Week:**

The term "work week" is defined in Article III, Section 3.4 of this Agreement.

**1.1.8 Day:**

The term "day" is defined as a calendar day.

**1.1.9 Week:**

The term "week" is defined as seven (7) calendar days.

**1.1.10 Month:**

The term "month" will be defined as the number of calendar days contained in each specific calendar month.

**1.1.11 Year:**

The term "year" is defined as three hundred sixty-five (365) calendar days.

**1.1.12 Sworn:**

The act of being sworn in by the Town Clerk (or Deputy Town Clerk) of the Town of Burrillville which grants a Probationary Officer official Police powers.

**1.1.13 Town Council ("Council"):**

The governing body of the Town of Burrillville in accordance with the Town's Charter as amended.

**1.1.14 Town Manager/Director of Public Safety ("Manager"):**

The Town Manager is the chief administrative Officer of the Town and the Director of Public Safety, in accordance with the Town's Charter, as amended. The Manager, according to the Charter, may appoint another person as the Director of Public Safety.

**1.1.15 Chief of Police ("Chief"):**

The administrative authority of the Burrillville Police Department as defined by Rhode Island General Laws and the Town's Charter, as amended.

**1.1.16 Town Solicitor ("Solicitor"):**

The chief legal counsel/advisor to the Town, in accordance with the Town's Charter, as amended.

**1.1.17 Personnel Board (“Board”):**

The Personnel Board has powers and duties in accordance with the Town’s Charter, as amended.

**1.2 RECOGNITION:**

The Town recognizes the FOP as the sole and exclusive bargaining agent for all full-time Police Officers of the Town of Burrillville Police Department for the purpose of collective bargaining relative to wages, salaries, hours, fringe benefits, and other conditions of employment.

**1.2.1 Questions and Disputes:**

The provisions of this Agreement shall be observed for the orderly settlement of all questions and disputes.

**1.3 DISCRIMINATION:**

**1.3.1 The Town:**

The Town agrees not to discharge or to discriminate in any way against any Police Officer because of his/her membership in or activity with the FOP, including but not limited to, activity in negotiations, arbitration, grievance, or the exercise of any right pursuant to or derived from this Agreement or the laws of the State of Rhode Island.

**1.3.2 The Union:**

The FOP agrees not to discriminate in its representation because of sex, religion, national origin, race, age, sexual orientation, gender identity or expression, political affiliation or membership of the FOP.

**1.4 NEGOTIATING COMMITTEE:**

All Police Officers who are appointed by the FOP as members of said FOP’s Collective Bargaining Negotiating Committee, not to exceed three (3), shall be allowed time off with pay for official FOP business in negotiations and/or conferences with the Town of Burrillville and without any requirement to make up said time.

**1.5 MEETINGS:**

Police Officers, who are Officers or trustees of the FOP, shall be allowed time off with pay to attend local monthly meetings, state meetings and national meetings of the FOP without any requirement to make up said time, subject to the following:

**1.5.1 Attendance:**

Only one (1) FOP representative shall attend any one (1) state or national meeting, except when the written notice of a state level meeting demands the presence of at least two (2) members of the FOP.

### **1.5.2 Report to Station:**

Further, at the termination of said state meeting, if it is still within the regular working shift of the FOP representative, said Officer(s) shall telephone the Chief or his designee, to determine if said Officer must report back to the station or may be excused for the remainder of the shift.

### **1.5.3 Notification:**

The FOP will notify the Chief of any FOP meeting to which this section applies, not less than twenty-one (21) days before such meeting, by giving a copy of a meeting notice to the Chief, but where said meeting notice is received less than twenty-one (21) days before said meeting, then such notice will be given to the Chief forthwith upon its receipt.

## **1.6 SECURITY:**

### **1.6.1 Dues and Assessments:**

After the effective date of this Agreement, all members of the FOP shall be required to pay to the FOP the regular monthly dues, and any assessments for negotiations or arbitrations, or otherwise with the Town with regard to representative services by the FOP.

**1.6.1.1** Probationary Officers who complete thirty (30) calendar days of employment and are members of the FOP shall be subject to the foregoing condition.

### **1.6.2 Payroll Deduction:**

For the existing members, such payments shall commence on the pay date for the first payroll period following the effective date of this Agreement. For Probationary Officers, the payment shall start on the pay date of the first payroll period after they complete 30 days of employment.

### **1.6.3 Authorization:**

The FOP will initially, on a one-time basis, provide the Town with a written, signed authorization from each member for the amount of dues to be withheld from their pay and authorize the FOP as agent for the member or members to indicate changes from time to time and when appropriate in the amounts to be withheld and remitted. Such authorization shall hold the Town harmless following such authorization.

## **1.7 MEMBERSHIP:**

### **1.7.1 Dues:**

The Town shall deduct from each paycheck the dues and assessments set out in the schedule referred to in Subsection 1.7.4 below. The FOP hereby agrees it indemnifies the Town and holds it harmless for any and all claims, liabilities, costs or expenses of the Town that arise out of the payroll deductions of dues and assessments, excluding fines of Officers.

### **1.7.2 Dues and Assessment Schedule:**

The Treasurer of the FOP shall from time to time provide a dues and assessments schedule, excluding fines to the Town for the purpose of payroll deductions and the Town shall remit the sum of all deductions to the FOP monthly.

### **1.7.3 Town Treasurer to Remit Monthly:**

The Town shall deduct FOP dues and assessments upon receipt of a dues schedule by any authorized Officer of the FOP. The Town shall forward to the Treasurer of the FOP such deductions monthly.

## **1.8 EMPLOYMENT CONDITIONS:**

The FOP and the Town recognize the no-strike provision of Title 28, Chapter 9.2, Section 2 of the General Laws and that the health, safety and well being of the citizens of the Town of Burrillville and the safety of the Police Officers require an adequately staffed Police Department.

### **1.8.1 Strikes/Layoffs:**

The FOP agrees not to strike, engage in any work stoppage or any slow-down. The Town agrees not to lay off Police Officers arbitrarily, except that staffing levels may be reduced, resulting in layoffs, when necessary due to fiscal issues or an emergency situation, as determined by the Town Manager. However, the total staffing level of the Police Department shall not be reduced to below eighteen (18) Police Officers (inclusive of a Prosecution Officer and a Detective Commander in accordance with attached job descriptions), excluding the Chief.

### **1.8.2 Seniority:**

Layoffs resulting from a budget reduction will be based on seniority; the last Police Officer hired shall be the first laid off. In cases where more than one Police Officer was hired on the same date, seniority shall be granted to the Police Officer achieving the higher grade from the RIMPTA.

### **1.8.3 Filling Vacancies:**

Whenever vacancies are filled, the Police Officer on lay-off shall be returned by seniority before any other replacements are retained. If an Officer who is laid off cannot be located or is not physically fit for duty within thirty (30) calendar days of declaration of a vacancy by the Town Manager, he/she shall forfeit their eligibility for that vacancy.

## **1.9 MANAGEMENT RIGHTS:**

The Town shall retain the right to issue through the Town Manager, as provided by applicable Town Charter or ordinance provisions, all Rules and Regulations, not inconsistent with the terms of the Agreement, governing the conduct of the Burrillville Police Department.



### **1.9.1 Limitations:**

Nothing herein contained, except as specifically authorized by applicable provisions of State Law, pertaining to the rights of Police Officers, shall be construed to limit the Town from regulating, managing, reorganizing, disciplining, and controlling the Burrillville Police Department in accordance with applicable State Law, Town Charter, Local Ordinance and Regulations.

### **1.9.2 Duty of Town:**

It shall be the duty of the Town to promulgate and maintain Rules and Regulations governing the Burrillville Police Department.

## **ARTICLE II**

### **2.1 RULES AND REGULATIONS:**

#### **2.1.1 Govern Department:**

The governing of the Police Department shall be in accordance with written rules and regulations.

#### **2.1.2 Town Provides Copies/Officers to Be Familiar With:**

The Town shall furnish each Police Officer with a copy of all rules and regulations in force and any changes thereto or provide copies electronically through the Department's email with an electronic sign off, and it will be the duty of each Police Officer to familiarize him/herself with the rules and regulations of the Department as they are from time to time promulgated.

#### **2.1.3 Reviews and Updates:**

Rules and regulations should be reviewed and updated at least once every three (3) years by the Town. Such rules and regulations shall not be inconsistent with this Agreement. Before issuing revised rules and regulations the Town must notify the Union and provide at least fifteen (15) calendar days notice prior to official promulgation of the proposed or revised regulations.

#### **2.1.4 General Orders and Memorandums:**

General Orders and Department memoranda shall be placed in a "notebook" file or be available on the Department's web site, so that all Police Officers shall have access to them on a twenty-four (24) hour basis. Officers will be given copies of all general orders and memoranda or have said documents sent to them by email or other electronic transmission. Each Officer will be responsible to maintain their own "notebooks." A master copy of all general orders and memoranda will be kept in the dispatch area. The Department will provide each Officer with a binder/electronic sign off as needed to maintain General Orders, memoranda, etc.

## **2.2 EQUIPMENT:**

The equipment to be issued and worn or carried by Police Officers and vehicle equipment shall be determined by the Director of Public Safety after consultation with the Chief and the FOP. Surrender of equipment issued or provided by the Department will be in compliance with the rules and regulations of the Department.

## **2.3 DISCHARGE AND DISCIPLINE:**

The procedure for discharge and discipline of Police Officers shall be in accordance with the Law Enforcement Officers' Bill of Rights ("LEOBOR") (G. L. 1956 §42-28.6-1 et seq.), as amended.

### **2.3.1 Forfeiture of Accrued Leave:**

Any permanent member of the Burrillville Police Department, who is convicted, pleads guilty or no contest to a felony and/or who is terminated under LEOBOR and/or resigns from the force shall forfeit any accrued vacation time from the point of the incident causing conviction, dismissal or resignation from the force.

## **2.4 PERSONNEL SERVICE JACKET:**

A Police Officer will be given a copy of any material relating to his/her job performance that is placed within his/her personnel file.

### **2.4.1 Right to Review:**

A Police Officer has the right to review his/her complete service record and personnel file during the normal working hours of the custodian of those records. The review shall take place after reasonable notice from the Police Officer and during off-duty hours.

**2.4.1.1** Said review shall be conducted under the supervision of the custodian of those records. A Police Officer shall not remove any material from his/her personnel file but may receive copies of any material within the file upon written request.

### **2.4.2 Disclosure:**

The Town shall not disclose or disseminate confidential information from a Police Officer's file except (a) as required by law; (b) internally in the normal course of business; or (c) in proceedings in which the Town is a party (i.e., discipline, grievance and arbitration proceedings or proceedings under LEOBOR).

**2.4.2.1** The disclosure or dissemination of information, except as required in the normal course of business, as required by law, or in proceedings, in which the Town is a party, shall be subject to the grievance procedure.

## **2.5 DEFINITIONS OF RANKS:**

### **2.5.1 Probationary Officer:**

All new employees shall be considered Probationary Officers. Probationary Officers must successfully complete a probationary period starting on the date the employee first reports to duty and shall remain in this status until he/she successfully completes (graduates) from the RIMPTA, is sworn in ("sworn by the Town Clerk") and completes one additional year of service before obtaining permanent status as a Police Officer. An Officer must serve the entire period of the probationary period. Any absences, regardless of reason, must be made up, the intent being to have new Officers working for a full year prior to the completion of the probationary period. By mutual agreement between the Chief and Probationary Officer, the probationary period may be extended for up to ninety (90) additional calendar days. The Union's Executive Board and the Town Manager shall be notified immediately if the probationary period is extended.

**2.5.1.1** Probationary Officers shall be sworn in within fourteen (14) calendar days from the date of graduation.

**2.5.1.2** A Probationary Officer may be terminated at any time during his/her probationary period at the sole discretion of the Town.

**2.5.1.3** Only Police Officers who have successfully completed their probationary period, as described in 2.5.1, shall be subject to the grievance and arbitration procedure as provided in Article VI of this Agreement.

**2.5.1.4** Probationary Officers who have not graduated from the RIMPTA and have not been sworn by the Town Clerk shall not perform official Police duties.

### **2.5.2 Permanent Police Officer:**

A sworn Police Officer of this Department who has successfully completed the probationary period.

### **2.5.3 Patrol Officer Grade II:**

A sworn Police Officer of this Department who has successfully completed the probationary period but with less than two (2) years of service, including the probationary period.

### **2.5.4 Senior Patrol Officer:**

A sworn Police Officer of this Department who has completed two (2) years of service, including the probationary period.

### **2.5.5 Sergeant:**

A sworn Police Officer of this Department, as defined in 1.1.3, who has completed five (5) years or more of service, including probationary period, and has met other requirements for promotion by the Town.

**2.5.6 Lieutenant:**

A sworn Police Officer of this Department, as defined in 1.1.3, who has completed nine (9) years or more of consecutive service on the Burrillville Police Department, with a minimum of three (3) full years, including probationary period, as a Sergeant.

**2.5.6.1** Lieutenants will be assigned as administrative services, field operations or patrol supervisors. A position (job) description shall set the relevant terms and conditions of employment not specified in this Agreement.

**2.5.7 Relinquish Rank:**

An Officer who has been elevated to a rank, and relinquishes that rank, shall automatically go to the bottom of that promotional list and will remain there until a new list is made.

**2.5.8 Major:**

There shall be the rank of Major. This rank will be filled in accordance with Section 2.5.8.1.

**2.5.8.1** There will be one Major position to be designated by the Town as the Executive Officer.

The Town agrees to maintain one Major position and two Lieutenants positions. Further, whenever the Major position becomes vacant (due to promotion, retirement, resignation, death, termination or similar permanent vacancy of the position), the Town agrees to fill that position through the promotional procedures of the Agreement (2.7.4.). The promotional process for filling the Major vacancy shall occur within no less than 90 days of the occurrence of the vacancy (i.e., declaring the vacancy within 14 days of the occurrence of the vacancy; 14 day posting period; and 7 day posting of the eligibility list). The promotional process for Major will be open only to Lieutenants. All subsequent vacancies of the Major position shall be filled in accordance with the promotional procedures of the Agreement.

**2.6 VACANCIES:**

**2.6.1 Probationary Officer Examination:**

The Town shall establish the requirements for qualification of candidates for the position of Probationary Officer.

**2.6.1.1** The Town shall further set forth publicly, except for the psychological examination, the criteria for examination and scoring of the examination.

**2.6.2 Eligibility List:**

The Town shall maintain an eligibility ("hiring") list of candidates who have completed entry-level requirements for appointment to the RIMPTA. When the Town Manager declares a vacancy, the Town shall select individual(s) from this list to attend the next available RIMPTA.

Candidates who have already successfully graduated from the RIMPTA may, at the discretion of the Town Manager, be included on hiring lists.

### **2.6.3 Hiring Lists:**

The hiring list for Probationary Officer candidates shall be active for no more than two (2) years.

## **2.7 PROMOTIONAL/APPOINTMENT PROCESS**

### **2.7.1 General:**

The general process by which Police Officers qualify for promotion to all Police Department ranks above the rank of Senior Patrol Officer is as follows:

#### **2.7.1.1**

##### **Establishing Eligibility to Fill a Vacancy:**

When a vacancy is declared it will be posted by the Town Manager. All Police Officers who have achieved the eligibility criteria (pre-qualification, years of service, etc.) specified for the posted position as of the date of posting by the Town Manager will sign the posting and will proceed to the next phase.

#### **2.7.1.2 PRE-QUALIFICATION PROCESS FOR PROMOTION**

1. All sworn, non-probationary officers of the Department shall be eligible for promotion to the next highest rank in accordance with Sections 2.5.5 and 2.5.6 of this Agreement.
2. Any Officer meeting the criteria of Sections 2.5.5 and 2.5.6 of the Agreement and who wishes to be considered for promotion must submit in writing a "Request for Consideration for Promotion to the rank of (either Sergeant or Lieutenant). This required memorandum allows the Officer to articulate in writing his/her qualifications that speak to his/her candidacy for promotion—demonstrated leadership qualities/examples, strengths that he/she brings to the Department, trainings, commendations, experience/exposure, overall work product.
3. Once an announcement of the promotional process is made, the Chief will convene a three-person review panel for each promotional vacancy (i.e., Sergeant or Lieutenant). The review panel members selected by the Chief will consist of Officers from the Burrillville Police Department who hold the rank corresponding to the promotional vacancy or higher.
4. The review panel will review relevant material to determine whether the Officer is pre-qualified to move to the next level of the promotional process. The criteria/material to be reviewed for each promotional candidate will consist of at least the following:

performance/job evaluations;

consultation/interview with the Officer's immediate supervisor(s);  
attendance records;  
disciplinary records; and  
review of initial request for/submission of consideration for promotion.

The review panel will complete the review process and submit its decision on each candidate no later than two (2) weeks from receipt of the materials for each candidate.

5. Based on the review outlined in #4 above, two of the three panel members must agree that an Officer is eligible/pre-qualified to participate in the next level of the promotional process.

All decisions by the review panel will be in writing and signed by each panel member as either concurring or dissenting from the decision. Upon completion of the documentation by the review panel, the decision will be simultaneously transmitted by electronic mail to the Chief and the Town Manager. The Chief will distribute the results to each Officer.

6. If an Officer is determined not to be qualified by the review panel to proceed further in the promotional process, the Officer will have three (3) calendar days from the date of receipt of notification from the Chief to appeal the panel's decision to the Chief. The Chief's decision is final. The decisions of the panel and the Chief will not be subject to the contractual grievance procedure. The Chief will notify an Officer who has appealed of his (the Chief's) decision in writing. The pre-qualification process will be completed three (3) working days after the three (3) day appeal period set forth in Section 6 has expired.

7. The list of eligible candidates will be posted and the promotional process will continue to the next level.

**2.7.1.3.** The posting will be open for a period of fourteen (14) calendar days. Any Police Officer who has attained the eligibility criteria (pre-qualification, years of service, etc.) for promotion will be eligible to participate in the promotional process. Those who sign this posting and meet the eligibility will then be placed on an eligibility list which shall be posted by the Town Manager no later than seven (7) calendar days from the date the prequalification process is completed.

**2.7.1.4** Once the eligibility list is finalized, the date, time and location of the oral board shall be set by the Chief. The Town Manager, Chief and Union's Executive Board shall be notified in writing.

**2.7.1.4.a** The final phase of the promotional process shall consist of an oral examination before a panel of three (3) Police Officers (including the Chief) of a higher rank than the examined Officer(s). The Chief shall coordinate this process and shall determine the third member of the panel should the two panel members be unable to agree on the

selection of the third member as set forth in (i) and (ii) below. For purposes of composing the oral panel, the following will apply:

(i) For the rank of Sergeant, the oral panel shall consist of 1 individual selected by the Chief, 1 individual selected by the Union and the third panelist will be chosen by mutual agreement of the Chief's and the Union's representatives;

(ii) For the rank of Lieutenant, the oral panel shall consist of the Chief, the Executive Officer and a Lieutenant from outside the Department selected by mutual agreement of the Chief's and the Union's representatives;

(iii) For the rank of Major, the oral panel shall consist of the Chief and two Executive Officers from outside the Department selected by the Chief;

**2.7.1.4.b** The Town Manager declares all vacancies.

**2.7.1.4.c** Filling any vacancy is discretionary and the Town Manager may declare vacancies in those positions, as he/she deems necessary.

**2.7.1.4.d** Notwithstanding any other provision in this Agreement to the contrary, the Chief shall have the right to assign/transfer/detail, on a temporary basis and within his sole discretion, Police Officers to other divisions or areas of the Department as needed. A temporary assignment shall last for no more than one hundred and twenty (120) calendar days unless a written agreement between the Chief or his designee and the Union President to extend the temporary assignment beyond one hundred and twenty (120) days is executed. The Officer, upon completion of his/her temporary assignment, will be returned to his/her prior assignment for six (6) months unless the Union President and Chief otherwise agree. The language in this section is intended to allow for the temporary filling of positions that are open due to extended leaves and/or absences (excluding vacations), to allow for purposes of training and to fill temporary needs both in and outside of the regular patrol assignment and shift. The parties agree that this language is not to be used to avoid compliance with Article 2.7.1.4. When this section is applied to fill an extended absence of a Sergeant or Lieutenant, the selection will initially be made from the existing promotional list for the Sergeant or Lieutenant position. Selection from this list will be at the Chief's discretion. Where no list exists, the Chief may seek volunteers or he may select an Officer to fill the temporary position, at his discretion. When attempting to fill non-supervisory positions, the Chief will seek volunteers from the Department. Selection from the list of volunteers will be made by the Chief based on qualifications. If no one volunteers or if no volunteer is qualified to fill the opening, then the Chief will select an Officer at his discretion. When seeking volunteers under this Section, the position to be filled will be posted by the Chief or his/her designee for up to seven (7) calendar days except in the case of emergencies.

**2.7.1.5** Where there is only one candidate each member of the oral panel must give the Officer the equivalent of 70% of the available points in order for the Officer to be eligible to be recommended for promotion.

**2.7.1.6** If a vacancy is declared by the Town Manager, the Town will have the option of filling the vacancy on an acting basis. Filling of a vacancy on an acting basis will be determined by the Town Manager, in consultation with the Chief. Candidates to fill a vacancy on an acting basis will be selected from the three most senior Officers willing to accept the acting assignment in the next lowest rank below the rank to be filled.

**2.7.2 Scoring and Appointment:**

There will be five (5) scoring components to be administered as specified below:

**2.7.2.1** Eligible candidates will be awarded points for longevity by the Chief. One (1) point will be awarded for each full year of service, to a maximum of ten (10) points.

**2.7.2.2** Eligible candidates will be awarded points for education by the Chief. The maximum education points awarded will be as follows:

**2.7.2.2.a** Bachelor's Degree in Criminal Justice or Law Enforcement:

Three (3) points

Partial points toward a Bachelor's Degree will be awarded as follows:

1 Point = 50% of total required course curriculum completed

2 Points = 75% of total required course curriculum completed

**2.7.2.2.b** Master's Degree: Two (2) points

**2.7.2.3** When a vacancy is declared and a list of eligible candidates established, the Chief shall award, in his discretion and after completion of the oral panel, up to twenty-five (25) points to each candidate who was determined pre-qualified by the review panel.

**2.7.2.4** In the final scoring component, the oral panel will award up to ten (10) points for each candidate examined. This score will represent the average of all three (3) panelists' evaluations. Fractions of points will be rounded up or down to the nearest whole point (.5 will be rounded up). The examination results will be in writing and delivered directly to the Chief with copies to be made available to the Union's Executive Board. These points will be added to the points earned in the previous components and totaled by the Chief.

**2.7.2.5** A promotional list will be created by the Chief listing candidates in order of score (highest to lowest). Copies of this list will be delivered immediately to the Town Manager and the Executive Board of the Union. Within fourteen (14) calendar days, the Chief shall make a recommendation to the Town Manager for promotion from the three (3) candidates with the highest total scores on the promotional list. If only one (1) candidate qualifies the Town Manager shall appoint that candidate.

**2.7.2.6** The Town Manager is the appointing authority and is responsible for making any and all appointments (promotions), etc. The Chief's recommendation shall be



forwarded to the Town Manager. The Town Manager will either appoint the Chief's recommended candidate or call for another candidate from the Chief. The promotional process will be completed within fourteen (14) calendar days from the Town Manager's receipt of the Chief's original recommendation.

### **2.7.3 Miscellaneous provisions and options available to the Town and Union:**

**2.7.3.1** All promotions (appointments) are subject to a probationary period of one hundred, eighty (180) calendar days. The promotion shall be considered complete (permanent) if the Police Officer has not been reassigned to his former position by the end of the probationary period. Reassignment during this period is subject to the grievance procedure. The probationary period may be extended for a period of up to ninety (90) calendar days by mutual written agreement of the employee affected and the Chief. The Town Manager and Union's Executive Board will be notified of such extensions in writing.

**2.7.3.2** With mutual written agreement between the Town Manager and Union, a new oral panel may be convened to conduct oral examinations for candidates. The results of the new oral examination shall supersede the original oral scores. Longevity and education points originally awarded will not be affected. The new promotional list will be active for a period of two years.

**2.7.3.3** If new criteria or alternatives to the promotional processes become available during the term of this Agreement, the Town and the Union may utilize new criteria or alternatives by mutual agreement on a case by case basis only. Any such agreement shall be made in writing and signed by the proper representative(s) of the Union and the Town Manager.

**2.7.3.4** Should the size of the Police Department reach thirty (30) Police Officers, including the Chief, the Town will choose candidates for promotion (all ranks above Probationary Officer) from a list of three (3) candidates.

**2.7.4 Promotional Process For Filling Position of Major.** Notwithstanding anything to the contrary herein, whenever the Major position becomes vacant (due to promotion, retirement, resignation, death, termination or similar permanent vacancy of the position), the Town agrees to fill that position through an oral board process in the following manner. The composition of the oral board shall be consistent with the provisions of 2.7.1.4(a)(iii) of the Agreement. The process for filling the Major vacancy shall occur within no less than 90 days of the occurrence of the vacancy (i.e. declaring the vacancy within 14 days of the occurrence of the vacancy; 14 day posting period; and 7 day posting of the eligibility list). The oral board for Major will be open only to Sworn Lieutenants in the Burrillville Police Department in good standing (not on suspension or under notice of internal investigation).

The Oral Board convened for promotion to the rank of Major-position of Executive Officer will evaluate on the below listed criteria. In order to qualify for selection by the

Chief for promotion, a passing grade of 70 must be attained by the candidate before the board with a highest possible score of 100.

	Value
1. Executive Leadership Potential	20%
2. Total Agency Management abilities	20%
3. Staff Accountability	20%
4. Communication Skills	20%
5. Command Presence	20%

Selection to fill the vacancy of Major will be made by the Chief and forwarded to the Town Manager for appointment.

### ARTICLE III

#### 3.1 BASE WAGE:

##### 37.5 HOUR/WEEK

Position	7/1/2015	7/1/2016	1/1/2017	7/1/2017	1/1/2018	7/1/2018
Sergeant	\$60,429.00	\$61,637.00	\$62,254.00	\$63,499.00	\$64,134.00	\$66,058.00
Sr. Patrol Officer	\$56,281.00	\$57,406.00	\$57,980.00	\$59,140.00	\$59,731.00	\$61,523.00
Patrol Officer II	\$53,478.00	\$54,548.00	\$55,093.00	\$56,195.00	\$56,757.00	\$58,460.00
Probationary	\$44,356.00	\$45,243.00	\$45,695.00	\$46,609.00	\$47,075.00	\$48,487.00

##### 40 HOUR/WEEK

Position	7/1/2015	7/1/2016	1/1/2017	7/1/2017	1/1/2018	7/1/2018
Major	\$71,786.00	\$74,222.00	\$74,964.00	\$76,463.00	\$77,228.00	\$79,545.00
Lieutenant	\$66,999.00	\$68,838.00	\$69,527.00	\$70,918.00	\$71,627.00	\$73,776.00
Inspector	\$64,457.60	\$65,746.13	\$66,404.27	\$67,732.27	\$68,409.60	\$70,461.89

##### 40 HOUR/WEEK

Position	7/1/2015	7/1/2016	1/1/2017	7/1/2017	1/1/2018	7/1/2018
Detective Lieutenant	\$66,999.00	\$68,838.00	\$69,527.00	\$70,918.00	\$71,627.00	\$73,776.00*
Detective Sergeant	\$64,457.60	\$65,746.13	\$66,404.27	\$67,732.27	\$68,409.60	\$70,461.89*
Detective	\$60,033.07	\$61,233.07	\$61,845.33	\$63,082.67	\$63,713.07	\$65,624.46*
Resource Officer	\$60,033.07	\$61,233.07	\$61,845.33	\$63,082.67	\$63,713.07	\$65,624.46*

No retroactive payment on details

\*These wage scale blocks contain base wages and any differentials will be added in accordance with the terms of the CBA.

**Accreditation Stipend:** The Town will make a one-time lump sum payment of \$2,000.00 in December 2018 to each Officer for Department Accreditation.

**3.1.1 Shift Differential:**

There shall be paid to each Police Officer assigned to the second shift a differential pay of three (3%) percent of the current base wage as defined in 3.1 in addition to any other payment for each period of time during which a Police Officer served on the second shift.

**3.1.1.1** There shall be paid to each Police Officer assigned to the third shift a differential pay of three (3%) percent of the current base wage as defined in 3.1 in addition to any other payment for each period of time during which a Police Officer served on the third shift. Detective position excluded.

**3.1.1.2** There shall be paid to each Officer assigned to a split shift (meaning an Officer who works 2 days on one shift and 2 days on another), a shift differential pay for the higher differential of the two shifts in addition to any other payment for the time which a Police Officer served on a split shift. Detective and Prosecution Officer positions are excluded.

**3.1.2 Shift Differential - Probationary Officers:**

Probationary Officers assigned to different shifts for training and introduction into the Department shall not receive shift differential pay.

**3.1.3 Shift Commander Pay:**

In the event a Senior Patrol Officer is designated shift commander for any particular shift, he/she shall be compensated at the rate of pay equivalent to the rank of Sergeant during the time he/she serves as shift commander.

**3.1.4 Field Training Officer (FTO) Pay:**

The Town will pay \$1.50 per hour for actual FTO hours worked or performed up to a maximum of 300 hours of FTO time (maximum payment will be \$450 for each assignment regardless of the actual number of FTO hours worked in said assignment). FTO hours that go beyond the maximum number set forth above will nonetheless be required to be worked by the FTO at the regular rate of pay without any additional stipend.

All FTOs will be selected and assigned by the Chief or his designee.

### **3.2 DETECTIVE DIVISION:**

#### **3.2.1 Overtime and Detail Lists:**

All Detectives and Prosecution Officers will be placed at the bottom of all uniform overtime and detail lists by seniority, if more than one, in lieu of being ordered in for uniform duty.

#### **3.2.2 Determination of Assignment:**

A. Assignment of the Commanding Officer of the Detective Division shall be determined as follows:

1. The Chief shall post a notice of the position(s) available for a period of fourteen (14) days.
2. A general description of the duties and responsibilities shall be part of the posting. It shall be agreed that the Town has the right to modify all duties and responsibilities as deemed necessary.
3. Officers signing the posting for Detective Lieutenant are required to have:
  - a. Completed five (5) years or more of service from the date the Officer is sworn.
  - b. Be a graduate of, or after selection, attend and graduate from a Criminal Investigation (BCI) School determined by the Chief.
  - c. Must hold the rank of Sergeant or above.
4. Promotional Process: The Chief will appoint an oral panel consisting of three (3) superior officers, one of which will be a Lieutenant or above to interview and rate qualified candidates. (Superior Officers with potential conflicts will not be appointed.)
5. The oral panel shall forward the names of the top three (3) candidates to the Chief. The Chief will make a selection from these candidates.
6. The Chief's recommendation shall be forwarded to the Town Manager.
7. The Town Manager is the appointing authority and is responsible for making any and all appointments.
8. This position shall carry the title Detective Lieutenant. The pay grade shall be that of a Sergeant or above (if a Lieutenant is assigned) plus a four percent (4%) increase in gross salary in lieu of shift differential.

9. The probationary period for this position will be six (6) months. At the discretion of the Chief, he/she may be required to attend training, seminars and/or other disciplines related to this assignment. The probationary period may be extended by the Chief.

10. If the Officer designated as Detective Lieutenant is transferred or leaves this position for any reason other than promotion, he/she will revert to the rank held immediately prior to this assignment.

B. Assignment to the Detective Division shall be determined as follows:

1. The Chief may post a notice of the position(s) available for a period of fourteen (14) days.

2. A general description of the duties and responsibilities shall be part of the posting. It shall be agreed that the town has the right to modify all duties and responsibilities as deemed necessary.

3. Officers signing the posting for Detective are required to have:

a. Completed three (3) years or more of service from the date the Officer is sworn.

b. Be a graduate of, or after selection, attend and graduate from a Criminal Investigation (BCI) School determined by the Chief.

4. Promotional Process: The Chief will appoint a three (3) person oral panel, one of which will be the Commanding Officer of the Detective Division and two (2) superior officers, one of which will be a Lieutenant or above, who will interview and rate qualified candidates. (Superior Officers with potential conflicts will not be appointed.)

5. The oral panel shall forward the names of the top three (3) candidates to the Chief. The Chief shall make a selection from these candidates.

6. The Chief's recommendation shall be forwarded to the Town Manager.

7. The Town Manager is the appointing authority and is responsible for making any and all appointments.

8. This position shall carry the title Detective. An Officer assigned to the Detective Division will receive a four percent (4%) increase in gross salary in lieu of shift differential.

9. The probationary period for this position will be six (6) months. At the discretion of the Chief, he/she may be required to attend training, seminars

and/or other disciplines related to this assignment. The probationary period may be extended by the Chief.

10. If the Officer designated as Detective is transferred or leaves this position for any reason other than promotion, he/she will revert to the rank held immediately prior to this assignment.

### **3.2.3 Extended List of Candidates:**

Should the size of the Police Department reach thirty (30) Police Officers, including the Chief, the Town will choose Detective(s) from a list of four (4) candidates.

### **3.2.4 Removal for Cause:**

A Police Officer who successfully completes the probationary position may only be removed for cause, which may be disputed through the grievance process.

## **3.3 PROSECUTION OFFICER:**

### **3.3 Prosecution Officer**

#### **3.3.1 Determination of Assignment**

Assignments to the position of Prosecution Officer shall be determined as follows:

1. The Chief shall post a notice of the position(s) available for a period of fourteen (14) days.
2. A general description of the duties and responsibilities shall be part of the posting. It shall be agreed that the town has the right to modify all duties and responsibilities as deemed necessary.
3. Officers signing the posting to be considered for the Prosecution Officer assignment are required to have completed five (5) years or more of service from the date the Officer is sworn.
4. Promotional Process: The Chief will appoint an oral panel consisting of three (3) superior officers, one of which will be the Field Operation Bureau Lieutenant or above, to interview and rate qualified candidates. (Superior Officers with potential conflicts will not be appointed.)
5. The oral panel shall forward the names of the top three (3) candidates to the Chief. The Chief will make a selection from these candidates.
6. The Chief's recommendation shall be forwarded to the Town Manager.
7. The Town Manager is the appointing authority and is responsible for making any and all appointments.

8. The Officer assigned to this position will carry the title "Inspector" with the authority of a Sergeant. There is no additional pay for this position in lieu of shift differential. If the Officer assigned to this position works in a job other than as the Prosecution Officer (i.e., patrol), the Officer will be paid as an Inspector plus any differential if applicable to the assignment.

9. The probationary period for this position will be six (6) months. At the discretion of the Chief, he/she may be required to attend training, seminars and/or other disciplines related to this assignment. The probationary period may be extended by the Chief.

10. If the Officer assigned to prosecutorial duties is transferred or leaves this position for any reason other than promotion, he/she will revert to the rank held immediately prior to this assignment. The Officer assigned to this position must meet all pre-conditions as established for the desired position if he/she applies for any promotional opportunity.

In addition to the above, the following will also apply:

1. If the Prosecution Officer seeks a promotion to Lieutenant, the process would be as follows:

(a) Must take and pass exam for Sergeant;

(b) If pass Sergeant exam, the time in grade as a Prosecution Officer (Inspector), minimum of three (3) years as per 2.5.6, will be counted for eligibility to sit for Lieutenant examination.

2. When the Prosecution Officer is working in a job other than prosecution, his authority will be as the most senior patrol officer – only below Sergeant, Lieutenant, etc., in terms of rank authority.

### **3.3.2 Extended List of Candidates:**

Should the size of the Police Department reach thirty (30) Police Officers, including the Chief, the Town will choose Prosecution Officer(s) from a list of four (4) candidates.

### **3.3.3 Removal for Cause:**

A Police Officer who successfully completes the probationary position may only be removed for cause, which may be disputed through the grievance process.

### **3.4 WORK WEEK:**

The work week for all Police Officers, excluding Majors, Lieutenants, Detectives, Prosecution and Resource Officers, in the uniform division shall be thirty-seven and one-half (37.5) hours per week, in tours of duty of eight hours and their schedule shall

be four (4) consecutive tours of duty on and two consecutive days off (four (4) and two (2) work schedule).

#### **3.4.1 Major and Lieutenants:**

A Major's and Lieutenant's work week is forty (40) hours. At the Chief's discretion, Majors and Lieutenants may be assigned to work a schedule consisting of five (5) consecutive tours of duty on and two (2) consecutive days off (five (5) and two (2) work schedule).

#### **3.4.2 Detectives, Prosecution and Resource Officers:**

A Detective, Prosecution and Resource Officer's work week is forty (40) hours. Those Officers shall work (5) consecutive days of 8 hours of duty, Monday through Friday. Detective(s), Prosecution and Resource Officer(s) shall be paid overtime for all hours in excess of their normal work week hours. The starting time for the Detective(s) or Prosecution and Resource Officer(s) may vary.

#### **3.4.3 Special Schedules:**

Notwithstanding the above definition of a work week, Police Officers may be assigned to perform duties outside of the regular patrol tour of duty, including but not limited to light duty, on schedules other than the four (4) and two (2) work schedule. The special schedules assigned to these Police Officers shall be considered their normal work week and such assignments shall not be considered in violation of this Agreement. Only Officers who have served three (3) years from the date they were sworn in will be eligible to be assigned under this provision, unless the Union President and the Chief agree otherwise. Positions subject to special schedules include Resource Officer, Detective and Prosecution Officer and any other positions as agreed to between the Chief and the Union President and agreement will not be unreasonably withheld. New jobs other than as identified in this section will be posted in the manner set forth in Section 2.7.

#### **3.4.4 Resource Officer:**

An Officer assigned as the Resource Officer will receive a four percent (4%) increase in gross salary in lieu of shift differential, but the Police Officer assigned to this position shall not be precluded from receiving overtime, call-back or court time. If a Superior Officer is assigned to the Resource Officer position he/she shall receive the same four percent (4%) salary differential as specified above. Any Officer who is assigned to the Resource Officer position must perform all the duties assigned and as set forth in the job description in order to receive the four percent (4%) additional compensation.

### **3.5 SUBSTITUTION:**

The Town agrees that a Police Officer who wishes to change his/her days off or work schedule may substitute with another Officer. Substitutions may occur between Officers holding the ranks of Patrol Officer Second Grade and Senior Patrol Officer. Substitutions may also occur between Officers holding the ranks of Sergeant, Lieutenant and Major. A written notice, signed by both parties, must be submitted to the



Chief, or his designee, for approval no less than 24 hours before the requested change in days off or work schedule. Such substitution shall not create any overtime.

Substitutions may also occur between Officers holding the ranks of Sergeant and Senior Patrol Officer, provided a written notice, signed by both parties, must be submitted to the Chief, or his designee, for approval no less than 72 hours before the requested change in days off or work schedule. Approval of substitutions between a Sergeant and a Senior Patrol Officer will be within the sole discretion of the Chief, or his designee. Such substitution shall not create any overtime.

### **3.5.1**

Any Police Officer who calls in sick the day before or the day after a shift substitution will be ineligible to participate in another substitution until he/she completes one (1) entire work week cycle of his/her normal work schedule of hours worked. Interruption of the Officer's hours worked by the use of vacation time, sick time, personal time, compensatory time, etc., will not count as hours worked for purposes of this provision.

### **3.6 OVERTIME:**

All Police Officers who are required to perform Police work in excess of their normal work week shall be compensated at time and one-half for overtime work.

### **3.7 COURT STANDBY AND IN-SERVICE TRAINING PAY:**

Police Officers of the Department shall receive time and one-half pay with a four (4) hour minimum, for court standby. A Police Officer assigned to standby for court shall receive time and one-half with a four (4) hour minimum, for all time spent as a witness at court interviews, court appearances in any court of law, Registry of Motor Vehicle hearings, State Liquor Board hearings, and any appearances before the Town Council for testimony in any official matter before that body. No overtime or other pay or benefits will be due to a Police Officer who attends hearings, judicial or quasi-judicial, proceedings, etc., relating to his/her own conduct which results in disciplinary action, etc., against the Police Officer.

Police Officers who have honorably retired from service and are members in good standing of the FOP shall receive, if called by the Town for any court appearance, deposition, LEOBOR hearing or Town Council meeting and who provides testimony as a result of any action that occurred while he/she was actively employed during the final three (3) years of his/her employment, a daily stipend of \$75.00.

#### **3.7.1 Departmental Meetings and In-Service Training:**

A Police Officer may volunteer to appear before the Town Council without compensation. For purposes of attending Department meetings and in-service training, Police Officers shall receive time and one-half pay with a one (1) hour minimum.

### **3.7.2 Re-certification Time:**

A Police Officer who is required to appear at an appropriate place for re-certification for breath and/or alcohol related analysis shall be compensated at time and one-half pay with a two (2) hour minimum.

### **3.7.3 Rounding:**

Overtime pay shall be rounded up to the next half-hour when a Police Officer actually works a portion of an hour.

### **3.8 CALL BACK:**

Police Officers who are called back to duty shall be compensated at time and one-half pay with a minimum of four (4) hours pay, except if called in to duty within two (2) hours of the Police Officer's starting time, only two (2) hours (at time and one-half) will be paid in these situations.

### **3.9 MINIMUM STAFFING:**

There shall be a minimum of three (3) Police Officers from the rank of sworn Probationary Officer through Major assigned to each shift. When one (1) of the three (3) Police Officers assigned to any given shift is absent from duty for any reason, the person in charge of the shift shall immediately obtain a replacement from the overtime list(s) pursuant to General Order #12, Series 1997. A Major or Lieutenant assigned to patrol duties will not be rescheduled to circumvent minimum manning however, in the event that the Major or Lieutenant has previously been assigned to a shift, he/she will count for minimum manning. Notwithstanding the above, in the event a Police Officer, while on duty, must leave Town on Police-related business not to exceed four (4) hours, his/her absence will not create a vacancy in the Department's minimum manning requirement.

#### **3.9.1 Lieutenants and Patrol Sergeants:**

Subject to the application of 2.5.8.1 the Town will maintain a minimum of two (2) Lieutenants, one (1) of which shall be designated as an Administrative Lieutenant and one (1) of which will be designated as a Patrol Lieutenant, and four (4) Patrol Sergeants. Patrol Sergeants may be assigned other duties as determined by the Chief. Filling vacancies will be in accordance with Section 2.7.

### **3.10 CONSECUTIVE TOURS OF DUTY:**

No Police Officer of the Town of Burrillville shall be required to work two (2) consecutive tours of duty, two (2) consecutive days in a row, except in an emergency as so designated by the Chief.

## ARTICLE IV

### 4.1 DUTIES:

The duty of the Police Officers of the Burrillville Police Department shall consist of upholding the Constitution and Laws of the United States of America and the State of Rhode Island, the Provisions of the Town Charter, Town Ordinances, and Regulations.

#### 4.1.1 Emergency Vehicle Maintenance:

While routine maintenance of Police Vehicles shall not be a function or duty of a Police Officer, Officers will be required to keep their vehicle clean. It is required that Officers report any damage to a vehicle as soon as practical, but no later than the end of the shift in which the damage occurs. Officers will have the dispatcher log this damage report on the day sheet.

4.1.1.1 It is understood, however, that at times, emergency vehicular repairs will be necessary and nothing in this Section shall prohibit a Police Officer from being required to make repairs when they are within his/her ability and capacity.

### 4.2 ASSIGNMENT TO OTHER MUNICIPAL DEPARTMENTS:

The Town may not order or require a Police Officer to work out of title in any position outside of the bargaining unit, unless an emergency is declared by the President of the Town Council.

#### 4.2.1 Emergency Declared:

If an emergency is so declared and a Police Officer does work out of title, that Officer shall be entitled to compensation at time and one half based on their normal hourly rate of pay for all hours worked out of title.

### 4.3 LONGEVITY:

A Police Officer shall be entitled to longevity payments after completing five (5) years of employment, including his/her probationary period.

#### 4.3.1 Anniversary Date:

The anniversary date of a Police Officer will be the day he/she first reported for duty as a probationary employee of the Police Department.

#### 4.3.2 Payments:

The longevity payment shall be computed on the basis of the member's base pay and shall be payable bi-weekly. Longevity payments shall be included in an Officer's annual salary for retirement purposes. Payments are as follows:

#### **4.3.2.1 Payment Schedule:**

Effective July 1, 2016 the following schedule would be in place:

- 5.5% beginning with the 6<sup>th</sup> year of employment
- 7.0% beginning with the 11<sup>th</sup> year of employment
- 9.0% beginning with the 16<sup>th</sup> year of employment

**4.3.2.2** If a Police Officer retires or dies, he/she, his/her next of kin shall receive longevity pro-rated for the months worked since the last anniversary.

#### **4.4 CLOTHING ALLOWANCE:**

The clothing budget for all Police Officers shall be \$1,300.00. The Town shall replace all clothing that is damaged in the line of duty.

Payments to Officers will only be made for cleaning and maintenance allowance and such payments will not be used to calculate longevity, pension, overtime or other wage type payments or accruals.

The Department will use the following system:

1. Officers will be allowed to purchase police uniforms/clothing (as set forth in Appendix A) only;
2. Officers will be allowed to purchase police related equipment (not set forth in Appendix A) only with the written and signed authorization of the Chief;
3. If an Officer exceeds his clothing budget the Department will be authorized to deduct the amount of the overage from the Officer's next paycheck; each Officer will be required to sign a form prepared by the Department authorizing said deduction prior to the commencement of any purchase;
4. Items of clothing available to be purchased with the clothing allowance are as follows: uniform pants and uniform shirts (Detectives excluded), hats, jackets, shoes/boots, raincoat and ties (winter and summer for pants, shirts, hats and jackets) and 1 suit per year for Superior Court appearances for Officers.

#### **4.4.1 Detectives and Prosecution Officers Plain Clothes Assignment:**

Police Officers assigned to plain clothes duties (including but not limited to Detectives and Prosecution Officers) shall be allowed to purchase civilian clothing and/or uniforms throughout the year. Disbursements will be made consistent with the provisions of Sections 4.4 and 4.4.2.

**4.4.2 Cleaning and Maintenance Allowance:**

The cleaning allowance for all Police Officers shall be \$725.00. This amount shall be paid to each Officer on a semi-annual basis, with one-half being paid on or before the last day in July of each year and the remaining one-half being paid on or before the last day in January of the following year. An Officer who has been out of work for more than thirty (30) consecutive work days at the time a payment under this section is due will not receive said payment until he/she has been returned to full duty, at which time the Officer will receive a pro-rata payment based on the amount of time worked since the payment date (i.e. either July or January). For purposes of this section, a return to full duty must be authorized by either the Town or through a written report by the Officer's physician in order for the Officer to be eligible to receive his/her full clothing payment.

**4.4.3 Probationary Officers:**

The clothing allowance will not be paid to Probationary Officers for the first year (12 months) after the Officer's swearing in date. The cleaning allowance for a Probationary Officer will be paid on the next payment date after graduation from the RIMPTA and after the Probationary Officer is sworn. Cleaning allowances will be paid on a pro-rated basis for the first year and payments will be made consistent with the provisions of Sections 4.4 and 4.4.2. The Town agrees to attach a list to the contract of all clothing items it provides to Probationary Officers.

**4.4.4 Personal Property:**

When a Police Officer of the Department covered by this Agreement shall, in the line of duty and without fault or negligence on the part of the Police Officer, have prescription glasses or a watch lost, damaged or destroyed, he/she shall make every effort to submit a claim by the end of shift, but in no case more than 24 hours after the end of the shift where the loss or damage occurred, to the Chief, requesting repair/replacement of said item. Thereafter, the Chief can request estimates of repair or replacement and will take such determination as to the claim, subject to review by the Town Manager, which is non-grievable.

**4.5 VACATIONS:**

A Police Officer working full time and in the continuous employ of the Department shall be entitled to vacation days according to the following schedule:

**4.5.1 Vacation Schedules:**

	<b>Hired on or Before June 30, 1998</b>	<b>Hired on or After July 1, 1998</b>
First Anniversary Date	Six (6) Tours of Duty	Six (6) Tours of Duty
Second Anniversary	Thirteen (13) Tours of Duty	Thirteen (13) Tours of Duty
Fifth Anniversary	Eighteen (18) Tours of Duty	Eighteen (18) Tours of Duty
Tenth Anniversary	Twenty-one (21) Tours of Duty	Twenty-one (21) Tours of Duty
Fifteenth Anniversary	Twenty-six (26) Tours of Duty	Twenty-five (25) Tours of Duty

Duty

Sixteenth Anniversary	Twenty-seven (27) Tours of Duty
Seventeenth Anniversary	Twenty-eight (28) Tours of Duty

**4.5.2 Maximum Vacation:**

A Police Officer hired on or before June 30, 1998 shall be entitled to a maximum of twenty-eight (28) tours of duty vacation. A Police Officer hired on or after July 1, 1998 shall be entitled to a maximum of twenty-five (25) tours of duty vacation.

**4.5.3 Minimum Vacation:**

Such vacation time shall be used in not less than daily durations except as allowed in 4.5.4.6. Any Police Officer who retires, resigns, or dies during the calendar year prior to his/her vacation and who has been employed as a Police Officer for the Town for more than one year, shall be, or his/her next of kin shall be, entitled to receive pay for all accrued and unused vacation days. Vacation will be scheduled in the following manner:

**4.5.4 Vacation Scheduling/Selection Period:**

On or before October 15 the Chief or designee, shall post a shift seniority list of all Police Officers for vacation to be taken between January 1 and December 31.

**4.5.4.1** There shall be one round of bidding for vacation selection. Each Police Officer on his/her assigned shift shall be granted seven (7) calendar days to submit to the Chief and the FOP his/her selection of vacation, which selection shall be made in blocks of a minimum of four (4) consecutive tours (or five (5) depending on an Officer's schedule) not to exceed a total of twelve (12) tours of duty (or fifteen (15) tours depending on an Officer's schedule) in the first vacation selection round. By mutual agreement the parties may have a second and/or subsequent rounds of bidding for vacation selection. If such additional rounds are agreed to, Officers will have three (3) calendar days to submit to the Chief and the FOP his/her subsequent selection(s). Officers working split shifts will select vacation with the shift on which the Officer's shift rotation commences.

**4.5.4.2** The seven (7) days shall commence the day after the previous senior Police Officer's selection has been made or the period has expired, except that in the case of the most senior Police Officer on each shift, selection shall start on the day following the posted notices to start the selection of vacations.

**4.5.4.3** Officers selecting vacation under Section 4.5.4.1 will be allowed to use, for selection purposes in a particular calendar year, vacation to be accrued to the officer during the calendar year in which the vacation selection period occurs even though the Officer's anniversary date occurs after the close of the vacation selection period.

**4.5.4.4** Requests for discretionary vacation time (vacation time not selected during the vacation selection period) must be submitted to the Chief or his/her designee at least seven (7) calendar days prior to the date(s) the Officer is requesting off for vacation.

Requests made seven (7) or less days from the date, or first date if multiple dates are requested, will be reviewed and may be granted at the sole discretion of the Chief or his/her designee.

**4.5.4.5** Under no circumstances will a senior Officer be allowed to bump a junior Officer from the junior Officer's selected vacation time once said time has been scheduled by the Department/selected by the junior Officer.

**4.5.4.6** An Officer may use up to no more than 8 hours of vacation time per year in two (2) hour increments subject to 4.5.6 and any other applicable provision of the Agreement. Furthermore, the parties agree that the use of vacation in two (2) hour increments as allowed herein shall not create overtime, nor shall it result in violations of minimum staffing or generate grievances related to any minimum staffing claim.

**4.5.5 Vacation Duration:**

Vacations shall be for a duration of no longer than eight (8) consecutive tours of duty (or ten (10) tours depending on an Officer's schedule) in the vacation period (January 1 to December 31), unless otherwise granted by the Chief, provided that during the vacation period all Police Officers have been granted their initial choice of vacations; subsequently and in seniority order, additional vacation time may be requested in that period in one (1) week (four (4) or five (5) tours of duty depending on an Officer's schedule) durations.

**4.5.6 Request for Vacation Change:**

A Police Officer may request a change of his/her vacation dates with approval from the Chief, provided that the new request does not deny anyone of a vacation previously granted.

**4.5.7 Carry Over of Vacation:**

A Police Officer has up to one year from his/her anniversary date to use accrued vacation time or forfeit it unless authorized by the Town Manager to carry over no more than 10 tours of duty (vacation days).

**4.5.8 Staffing Needs During Vacation:**

The Chief shall decide the question of needs for staffing before allowing more than two (2) Police Officers to be on vacation at the same time: provided, however, such provisions shall not apply in the case where two (2) or more Police Officers not on the same scheduled shift request the same time period for vacation. Such provision is subject to provisions governing emergencies. That in consideration therefore, the Employer agrees that it shall allow a minimum of two (2) members of the patrol division on any given shift to be off on vacation leave consistent with the provisions of General Order #12, Series 1997 and this Article 4.5.8 of the Agreement, unless there is an emergency declared by the Chief in writing.

**4.5.8.1** Notwithstanding the last sentence of 4.5.8, if a shift is staffed with a Major, Lieutenant and/or a Sergeant, only one will be granted the day off by seniority.

**4.5.9 Vacation Denied During Emergency:**

During emergencies, the Chief may deny previously granted vacation time or may recall any Police Officer already on vacation provided the Chief has attempted to recall all other Police Officers, if possible, whether such Officers are on a day off, holiday or not otherwise scheduled. For the purposes of this Agreement, an emergency shall exist when two (2) members of the patrol division on the same shift are absent by way of injury, illness or leave of absence except for vacation, bereavement, or military leave, for a period in excess of two (2) work cycles, or, when four (4) members of the patrol division are absent for the same reason as noted above, regardless of shift.

**4.5.10 Vacation List:**

The Chief, upon receipt of requests for vacation, shall so record same on the posted shift seniority lists and roll call rosters, provided that no conflict exists with any previous vacation requests.

**4.6 HOLIDAYS:**

A Police Officer who works on a holiday shall be paid straight time. Police Officers shall be entitled to thirteen (13) holidays as follows:

- |                        |                     |               |
|------------------------|---------------------|---------------|
| Independence Day       | Labor Day           | Christmas Day |
| Washington's Birthday  | Columbus Day        | Victory Day   |
| Thanksgiving Day       | Memorial Day        | New Years Day |
| Lincoln's Birthday     | Police Memorial Day | Veterans Day  |
| Martin Luther King Day |                     |               |

**4.6.1 Accumulated Holidays:**

At the Police Officer's discretion, accumulated holidays may be paid biannually or leave taken with prior consent of the Chief. Credit for holidays shall also be given whenever a Police Officer is enrolled in a course of study or on any other authorized Police matter and is excused for that particular day from the course or other matter.

**4.6.1.1** Each Police Officer shall be paid for any accumulated holiday pay on the last pay period of November and June of the fiscal year. The Chief shall notify Police Officers at least fourteen (14) days in advance of approval or rejection of holidays requested as leave.

**4.6.2 Personal Days:**

A Police Officer shall be allowed to take five (5) personal days with pay per year. The Department will agree to allow the use of personal days in one half day increments with approval by the Chief or his designee. The use of personal time in this manner (one half days) cannot create an overtime situation. Approval for use of personal time in one half day increments will be on a first come, first served basis.



#### **4.6.3 Major/Lieutenants Holidays:**

At the Chief's discretion, a Major and/or Lieutenants may be assigned to work a 5 and 2 work schedule. If a Major or Lieutenant is so assigned, he/she shall be granted the day of the holiday off in the week in which the holiday occurs or, if he/she is required to work on the holiday, he/she will receive his/her regular weekly salary plus an additional day's pay for working on the holiday. It is the intent of this language that a Major and/or Lieutenant receive either the holiday off with pay (if he is not required to work on the holiday) or, if required to work the holiday, an additional day's pay (but not an additional day off with pay).

In addition to the above, effective upon ratification of this Agreement by the parties, the Major and Lieutenants shall be allowed to take two (2) additional personal days beyond the amount granted in 4.6.2 on an annual basis, said personal days to be used in accordance with 4.6.2.

#### **4.7 SENIORITY:**

Seniority of Police Officers within a rank shall be computed according to continuous service in each rank, provided, however, any Police Officer whose employment is interrupted for active service in the Armed Forces of the United States of America, such service shall be considered as part of said Police Officer's continuous service; and provided further, however, that such service shall not be considered as continuous service if such Police Officer re-enlisted or continued his/her military after the time of his/her original service period, except as permitted under the Soldier and Sailors Relief Act including those rights contained in Public Law 93-508, as the same may be amended.

##### **4.7.1 Vacation, Holiday, Shift Assignment Choice:**

Seniority shall be the prime factor in the choice of vacation dates, holiday time requested as leave, and in shift assignment, consistent with the policy set forth in 4.7.1.1.

##### **4.7.1.1 Policy and Procedure for Shift Bidding:**

After the posting of the seniority list in compliance with Section 4.5.4 of the Agreement, and prior to the bidding for vacations, personnel will be given the opportunity to change their shift assignment.

The seniority list will be posted on or before October 1st. Following the posting and up to October 10th of each year, Officers may choose, by seniority, to change their shift assignment. Requests to change shift assignments will not be unreasonably withheld. Bidding for vacations will commence on October 16th. The new assignments will be effective January 1 corresponding to the vacation implementation schedule. Officers changing their shift assignment will remain on that shift for not less than one year.

Notwithstanding the above language, all non-ranking Patrol members will bid for shifts (as designated below) within a 4 days on 2 days off rotation. The number of shift assignments will be designated by the Chief. The shifts will consist of the following:

First Shift 8AM to 4 PM

Second/Third Shift Structured as below

Day 1 2<sup>nd</sup> Shift

Day 2 2<sup>nd</sup> Shift

Day 3 3<sup>rd</sup> Shift (3<sup>rd</sup> Shift immediately following the 2<sup>nd</sup> day 2<sup>nd</sup> Shift)

Day 4 3<sup>rd</sup> Shift

Any Patrol member within his/her first three (3) years commencing from their seniority enlistment date will be subject to assignment on either of the aforementioned shifts as well as a straight second or straight third shift rotation within the discretion of the Chief.

- In the event that the above rotations for non-ranking Patrol members cannot be effectively rotated due to staffing issues or any issue at the discretion of the Chief a member may be assigned to either a second shift or third shift only or any other split shift to be determined.

Patrol Supervisors will also, similar to the non-ranking Patrol members, bid for shifts (either the first shift, the above mentioned second/third shift or a rotation of 2 second shifts and 2 first shifts) within a 4 days on 2 days off rotation.

- In the event that the above rotations for Patrol Supervisors cannot be effectively rotated due to staffing issues or any issue at the discretion of the Chief a member may be assigned to either a second shift or third shift only or any other split shift to be determined.

After this process is complete, Officers may, in the event of extenuating circumstances, request to change their shift in compliance with Section 4.7.2 (Change of Shift Assignment) of the Agreement.

#### **4.7.2 Change of Shift Assignment:**

A Police Officer may request a change in his/her shift assignment at any time. In the event a request for shift change is granted, that Officer shall remain on such shift for period of not less than one (1) year. Nothing in this Section 4.7.2 shall be interpreted to allow a uniformed Patrol Officer to avoid the rotational assignment established by Section 4.7.1.1.

#### **4.7.3 Start Date:**

Seniority shall start from the first day of employment; that is, the first day he/she was placed on the Town of Burrillville payroll as a Probationary Officer.

**4.7.4 Seniority List:**

Within thirty (30) days after the execution of this Agreement, the Town shall furnish the Department and the Union a copy of the proposed seniority list(s) and the Department and the Union will have thirty (30) days in which to make any corrections or changes to these lists and signify an approval thereafter.

**4.7.4.1** After the order of seniority has been approved by all parties thereto permanent and up-to-date list(s) shall be posted and maintained on the bulletin board at the Police Headquarters for the benefit of all Police Officers, and future seniority questions shall be resolved in accordance therewith.

**4.8 LEAVE OF ABSENCE:**

A Police Officer who, with the approval of the Town Manager, takes a leave of absence without pay for up to one (1) year shall cease to accrue all other benefits except health benefits pursuant to Article VI (Section 6. 1).

**4.9 BEREAVEMENT LEAVE:**

**4.9.1 Death of Father, Mother, Spouse, Brother, Sister or Child:**

In the case of the death of a father, mother, spouse, brother, sister or child of a Police Officer, that Police Officer shall be entitled to a leave of absence, with, commencing from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed five (5) calendar days.

**4.9.2 Death of Grandparent or In-Law:**

In the case of the death of a mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law or son-in-law, that Police Officer shall be entitled to a leave of absence, with pay, commencing from the time of the notification of the death to and including the day of the burial, not to exceed three (3) calendar days.

**4.9.3 Death of Niece, Nephew, Aunt or Uncle:**

In the case of the death of a nephew, niece, uncle or aunt, that Police Officer shall be entitled to a leave of absence, with pay, for the day of the funeral, provided said Police Officer attends the funeral.

**4.9.4 Death of Other Relative:**

In the case of the death of a relative other than as herein above provided, such leave of absence, with pay, shall be for not more than one (1) day to permit attendance at the funeral of said person.

**4.9.5 Death of Non-Relative:**

The Chief may approve leave for attendance to the funeral of any non- relative.

#### **4.9.6 Unusual Hardship:**

In circumstances where the death of a relative in any degree of kinship causes unusual hardship or suffering, the Police Officer may request of the Chief additional bereavement days. The Chief and the Town Manager will review the circumstances and, if both are in agreement, additional bereavement time may be authorized.

#### **4.10 MILITARY LEAVE:**

The Town will supplement a Police Officer's pay to receive 100% of base wage while the employee is on monthly or annual Military Leave.

#### **4.11 LEAVING THE DEPARTMENT:**

An officer who terminates his/her service with the Department for any reason, i.e. the official date of a resignation, retirement, termination (voluntary or involuntary), will have offset against accrued vacation time otherwise payable upon termination of service, at a rate of one day used equals one less vacation day available, any sick time used during the 12 months prior to the Officer's official date of leaving from the Department.

### **ARTICLE V**

#### **5.1 DETAILS:**

##### **5.1.1 Private Details:**

**5.1.1.1** This Agreement will have no affect on any municipal details for rate of pay, regardless of the date or time the municipal detail is worked.

**5.1.1.2** For purposes of this Agreement, details performed for local civic, charitable and/or not-for-profit organizations will be deemed municipal details and will be paid at municipal detail rates in accordance with Article V, Section 5.1.2 of the Agreement. The specific groups that will be included in this category will be determined through a case by case review between the Union President and the Chief. If no agreement can be reached, the organization in question will be asked to submit information, either verbally or in writing, to demonstrate its civic, charitable and/or not-for profit status.

**5.1.1.3** All details not exceeding ten (10) hours shall be paid at time and one half of the officer's normal hourly wage at the time the detail is worked. A minimum of four (4) hours for any detail will be paid for all types of details. All details that exceed ten (10) hours will be paid at two times the Officer's normal hourly (straight time, non-detail) wage.

**5.1.1.4** Except for details identified in section 5.1.2, the hourly rate for all details or portions of a detail (rounded up or down to the nearest one (1) hour increment), worked between the hours of 2200 and 0600 shall be double (two times) the Officer's normal

hourly (straight time, non-detail) wage. This rate will also apply to details worked on Saturday, Sunday and the following Holidays:

New Years Day  
Presidents Day  
Columbus Day  
Christmas Day

Martin Luther King Day  
Independence Day  
Thanksgiving Day  
Victory Day

Labor Day  
Memorial Day  
Veterans Day

**5.1.1.5** Any company, organization or person(s) who requests a detail officer for a private/non-municipal detail must give a minimum of at least eight (8) hours notice prior to the scheduled start of the detail if the detail must be cancelled. Failure to do so will result in payment of four (4) hours to the Officer(s) affected, payable by the party contracting for the detail.

**5.1.1.6** The Town, at its discretion, may charge whatever additional fees it deems necessary as associated with all private/non-municipal details.

### **5.1.2 Municipal Town Details:**

A Police Officer who works on a municipal (Town) detail, i.e., polling places, Town meetings, parades and like details paid out of the Police Department budget shall be paid at the rate of time and one-half their hourly wage with a minimum of four (4) hours payment.

**5.1.2.1** Availability for these details shall work in conjunction with the current listing for regular private details and controlled by the Chief.

**5.1.2.2** If a Municipal Detail is cancelled at least two (2) hours prior to the scheduled starting time of a detail, the Town will not be obligated for any payments to the affected officer(s). Failure to notify the Department will result in payment of four (4) hours to the Officer(s) affected.

## **5.2 LIST FOR PRIVATE DETAILS:**

Subject to the oversight and authority of the Police Chief, an FOP designee shall maintain a rotating list of names by seniority of those active Police Officers who desire details. Police Officers desiring to add or remove their names from this list shall inform the FOP designee in writing. This list shall be available to all Police Officers (active and those who are ineligible for active duty), and the Chief.

### **5.2.1 Process:**

The rotating list will be maintained in the patrol area or in an area or place mutually agreeable to the Chief and the President of the Union. When details occur, the Police Officer on top of the list may accept or refuse such detail. If refused, his/her name will then go to the bottom of the list. The next Officer on the list will be contacted and the same process followed until an officer accepts the detail.

**5.2.2 Authority Over the List:**

The list will be established and maintained by the Chief or the Chief's designee(s) and will be managed by the FOP's designee(s).

**5.2.3 Retired Police Officers:**

Honorably retired Burrillville Police Officers will be allowed to work details after all full time active FOP members have declined the detail. The Town is solely responsible to qualify candidates/retirees and to manage the process required to employ, utilize and manage these employees including, but not limited to, duty restrictions, rules and regulations, etc.

**5.2.4** Officers working a detail who are not active members of the FOP, will be paid a base detail rate not greater than one and one half (1 1/2) times the lowest rate of a Senior Patrol Officer. The Town may set rates lower if so desired.

**5.2.5** The Town may add whatever surcharges it deems appropriate to the Police Officer's rates when charging the party responsible for contacting a detail.

**5.2.6** Rules and regulations for managing the detail program shall be established by the Chief in consultation with the Union President.

**ARTICLE VI**

**6.1 HEALTH BENEFITS:**

A Police Officer shall be entitled to receive Individual or Family health care benefits as described below, and as more specifically summarized in the attachment to this agreement, subject to R.I.G.L. 28-7-49. The parties agree the plan attached hereto as Appendix A is coverage that is equal to or better than the health care benefits currently offered to the bargaining unit under 6.1 of this Agreement.

- Effective upon date of ratification all bargaining unit members shall receive a co-insurance 100/80% health plan with a \$1,000 deductible (attached hereto as Appendix B), which will be the designated Town plan, and will include the following:
- Hospital emergency room coverage will include a \$250 co-pay unless the user is admitted to the hospital, in which case this payment shall be waived in accordance with the terms of the plan;
- Utilization co-pays for all Doctor's visits will be \$15.00;
- In-network and out-of-network deductibles shall be \$1,000 per person/member (maximum \$2,000 per family) and does not apply to certain services (see attached summary for specific details). The member will pay the full amount of the deductible due and submit documentation specified by the Town for reimbursement. Effective 7/01/09 the Town will reimburse each bargaining unit member 50% for the remaining deductible

payments made by him/her, up to a maximum of \$500 per year to employees with individual coverage and a maximum of \$1,000 per year to employees with family coverage;

- Prescription co-pays at \$7/\$25/\$40;
- All bargaining unit members hired on or after 7/01/05 shall contribute a co-share of \$40.00 per pay period for either individual or family coverage for health insurance coverage under the Town designated plan;
- All bargaining unit members hired on or after 1/01/10 shall contribute a co-share of 15% of the Town's premium cost per pay period for either individual or family coverage for health insurance coverage under the Town designated plan.

All health insurance contributions shall be automatically deducted from the officer's bi-weekly paycheck.

#### **6.1.2 Healthcare Benefits:**

No change from existing healthcare benefits will be made by the Town until after consultation with the FOP. However, the Town reserves the right to explore other health programs of equal or better benefits than the existing health program as a cost saving measure. If mutually agreeable, the parties can exchange health programs for a more cost effective plan.

**6.1.2.1** In addition, the Town may offer equal or equivalent health insurance coverage under a different plan.

**6.1.2.2** Officers who are receiving health insurance from the Town may opt out of that coverage, but if the Officer opts out of the coverage, he/she will not be allowed to resume health insurance coverage until the next open enrollment period.

#### **6.1.3 Dental:**

Subject to R.I.G.L. 28-7-49, a Police Officer shall be entitled to receive full family dental coverage to level IV.

#### **6.1.4 Retirement:**

Upon their retirement, a Police Officer shall be allowed to maintain participation in the Town's group Health Care plan, to the extent provided under 6.1.4.1, until either covered by Medicare/Medicaid or he/she becomes employed on the condition that each retired Police Officer who joins will be required to pay the cost of their chosen coverage.

##### **6.1.4.1 Retiree Health Insurance:**

The Town will provide an individual Health Insurance Plan for the first five (5) years of the officer's retirement. The Town will pay 100% of the cost for the first five (5) years. Any co-pay (co-share) in effect at the time of the employee's retirement will be paid by the employee/retiree for all five (5) years. Plans and benefits for retirees shall be

modified in the same manner as the plans in effect for active police union employees are modified or changed. In order to be eligible for this retirement benefit, an officer must retire as a member of the Department, have honorably served and qualify with twenty (20) or more years of service for retirement benefits under the State system. The employee shall not change plans or opt-in if not covered by a Town plan less than 18 months prior to his/her retirement date, unless the employee demonstrates changed personal circumstances or an emergency situation with proof of change/emergency satisfactory to the Town. After the first five (5) years, the employee shall be allowed to purchase a Town sponsored individual plan in effect at the time at the employee's expense. 100% of the cost of the insurance will be paid by the retiree. Plans and benefits for retirees shall be modified as the plans in effect for active police union employees are modified or changed.

A retiree shall not be eligible to participate in any of the Town's Health Insurance Program(s) if he/she is Medicare eligible. The Town will determine how the retired employee will pay for his/her share of insurance costs offered herein. Failure of the retiree to pay for the insurance and co-pay (co-share), if applicable, will result in the retiree permanently forfeiting his/her eligibility for the benefit at the sole discretion of the Town. Once a retired officer opts out of the Town's health insurance coverage or is terminated for nonpayment, he/she shall forfeit his or her future eligibility to participate in the retiree insurance programs.

If an Officer elects not to accept the retirement health insurance benefit, in lieu of receiving said retiree health insurance coverage he/she will receive a buyout, paid on a monthly basis, in the amount of \$300.00 per month. Said payments in lieu of receiving retiree health insurance coverage will commence upon the first of the month following the Officer's retirement and continue for a maximum of 60 monthly payments. Once a retiring officer elects not to accept the retirement health insurance benefit, he/she will not be allowed to join or elect to receive retiree health coverage pursuant to 6.1.4.

#### **6.1.5 Coverage from Another Source:**

A Police Officer having health insurance coverage from another source may opt to receive payment in accordance with 6.1.5.1 and 6.1.5.2.

**6.1.5.1** Payment shall be made to such Police Officer at the time premiums are paid for those Police Officers of the bargaining unit who are enrolled in the Town's health insurance coverage during every year thereafter for which the Officer opts not to receive coverage.

**6.1.5.2** All Officers covered by this Agreement shall have the option to elect out of their present health coverage and accept, in lieu thereof, a payment equal to \$300 per month. If an Officer elects this option, he/she must do so during the enrollment period. No officer may be compelled to accept such an alternative payment. If an Officer chooses to exercise this option, he/she shall only be allowed to elect back into the health plan in the event of marriage, divorce, death of a spouse or child, birth or adoption of a child, termination from employment of his/her spouse or any other major



change in family circumstances recognized under applicable law during the enrollment period. Effective July 1, 2012 and intending to grandfather the two (2) Officers who currently receive opt out payments and health coverage under a spouses plan, any officer with a spouse working for the Town (including but not limited to the Sewer Department or the School Department) will not be eligible to elect the above option nor will the officer be allowed to receive health care coverage under Article 6 of this Agreement if his/her spouse is working for the Town (including but not limited to the School and Sewer Departments) and is receiving health care coverage. It is the intent of this language to prevent Officers/employees of the Town who are married from both receiving health insurance coverage or one receiving health insurance and the other receiving an opt out payment.

**6.1.6 Re-enrollment:**

Re-enrollment in the Town plan shall be in accord with the rules and regulations of the health care insurance provider in existence at the time re-enrollment is requested. A copy of such re-enrollment rules shall be provided the Police Officer. Withdrawal from the plan in order to receive payments in lieu of Town health insurance coverage must be in writing.

**6.1.7 Death In Line of Duty:**

In the event a Police Officer dies in the line of duty, the family of that Officer shall continue to receive health care benefits provided to the Officer for a period of two (2) years or until the Officer's spouse remarries or the family is covered by another plan, which ever of those three (3) conditions occurs first.

**6.1.8** The Town will provide health insurance as set forth in Article 6.1. The Town will not be required to equalize benefits of the offered health plans for the duration of this Agreement.

**6.1.9** If at any time during the life of this Agreement the Town is notified by any governmental authority that it will or may be subject to an excise tax (i.e., any type of charge or payment) because bargaining unit employees are covered by so-called "High Cost Employer-Sponsored Health Coverage" (as may be required by the Affordable Care Act) the parties agree that this Agreement shall be re-opened for the sole purpose of discussing any such excise tax.

**6.2 SICK LEAVE:**

**6.2.1 Sick Leave Bank:**

After June 30, 1995, there will be no sick leave bank and sick leave will have no value at separation or retirement.

**6.2.2 Probationary Officers:**

A Probationary Officer must present a doctor's excuse for any absence or it will be uncompensated except as State Temporary Disability Insurance Plan may provide.

### **6.2.3 Physician's Certificate:**

The Town shall require a physician's certificate verifying an illness for absences of more than two (2) consecutive tours of duty but any Police Officer, at the Town's direction, may be required to provide a certificate for any absence after warning has been given to a Police Officer in writing that their sick leave usage is considered more than average (three (3) unexcused tours of duty shall be considered average for one year). The Police Officer is responsible for the costs of the physician providing the certificate.

**6.2.3.1** If a physician's certificate (signed by the treating physician or a physician's assistant or nurse practitioner) is not provided as per above, no sick leave will be granted and the time will be considered time off without pay.

**6.2.3.2** A Police Officer on sick leave may be examined at the Town's expense at anytime by a doctor selected by the Town Manager and/or Chief.

### **6.2.4 Definitions of Sick Leave:**

Sick leave shall be defined as:

**6.2.4.1** Personal illness or physical incapacity due to disease or injury to such an extent as to cause the Police Officer to be unable to perform the duties of the position.

**6.2.4.2** Enforced quarantine when required by competent public health authorities for non-duty occurrences.

**6.2.4.3** Illness or injury to a member of the Police Officer's immediate family which requires the Police Officer to attend, limited to eight (8) paid tours of duty per year and if the absence results in more than two (2) tours of duty being missed, a doctor's certificate verifying the family member's illness must be submitted or the absence will be uncompensated.

### **6.2.5 Computing Overtime:**

A Police Officer absent from work because of illness will not have the time absent count toward work for the purposes of computing overtime within the six (6) day work cycle except when the Police Officer is ordered in after all others have refused the overtime.

### **6.2.6 Length of Absence:**

A Police Officer may be absent for illness or injury in a fiscal year (July 1 – June 30), subject to physical examination by a physician at any time of the Town's choosing at the Town's expense. Transportation from the Police Department to the physician's office and back will be at the Town's expense. If the Officer uses his own vehicle for such transportation the Town will reimburse the officer at the IRS rate per mile cost then in effect.

**6.2.6.1** The Police Officer will be responsible for all costs associated with getting to the Police Department.

**6.2.6.2** If the physician determines the Police Officer is capable of returning to his/her usual duties, the Police Officer must return to duty.

**6.2.6.3** For all Officers sick leave accrues in hourly increments at the rate of one and one half (1 and ½) days per month. In order to accrue sick leave for the month, the officer must be compensated for the entire month. Any unpaid time disqualifies the officer from accruing sick leave for that month. The sick leave accrual is not compensable. Effective upon ratification of this Agreement by the parties, maximum sick leave to accrue for Officers hired after July 1, 2005 is 390 hours. Probationary employees will accrue sick leave at a rate of one and one-half (1-1/2) days every two (2) months during the probationary period (maximum accrual during probationary period is nine (9) days).

**6.2.6.3.a.** Each Officer hired prior to July 1, 2005 shall be credited with 350 hours of sick leave. An Officer hired prior to July 1, 2005 may choose to discharge any sick leave from the 350 hours accrual in accordance with the reasons for use of sick leave under 6.2.4. Once an Officer hired prior to July 1, 2005 begins to deplete his/her 350 hours of accrued sick leave, he/she will begin to accrue sick time in accordance with 6.2.6.3.

**6.2.6.3.b.** Further, each Officer hired prior to July 1, 2005 (see attached list) shall receive an initial, one time allocation of an additional 290 hours of sick leave to be placed in a separate sick leave bank. Hours in this sick leave bank may be used for reasons of sick leave in accordance with 6.2.4. Sick hours used from this bank will not be replenished upon being used. Sick time in this bank not used by an Officer and remaining at the end of a contract year may be carried over from year to year until used. Provided, however, that any sick time not discharged shall not be subject to payment upon the Officer leaving employment from the Burrillville Police Department.

**6.2.6.4** Officers hired before July 1, 2005 who have medical conditions requiring long-term care or extended absence from duty and who have exhausted or are about to exhaust their sick leave amount in the applicable fiscal year may be granted an additional 30 calendar days (maximum 160 hours) of sick leave. A request in writing shall be made by the employee to the Chief. The request must include a note from the employee's physician substantiating the reason for the additional time away from work and an anticipated return to work date.

**6.2.6.5** Officers out of work due to a work related injury or illness will not be entitled to receive more than 100% of their gross base wage, including any TDI benefits the officer may receive. When an Officer is receiving IOD he/she shall also submit a request for TDI as soon as possible and must notify the Town when he/she receives TDI payments so the Town can adjust their compensation. The Town will be responsible for the difference between the TDI payment and the amount necessary to provide the Police Officer 100% of their base wage. This provision shall be applied in accordance with the terms of Section 6.2.8. Failure to notify and reimburse the Town may result in disciplinary action.

### **6.2.7 Compensation:**

The Town will pay a Police Officer absent because of off duty illness or injury their base wage or the difference between their base wage and Temporary Disability Insurance up to 100% of their base wage for up to the amount of sick days he/she has accrued in a fiscal year. If an Officer receives a 30 day extension of sick time under 6.2.6.4 the Officer will receive payment for that time consistent with the terms of this Section 6.2.7.

**6.2.7.1** The Town will pay a Police Officer, hired on or after July 1, 2005 and who is absent because of off duty illness or injury, their base wage or the difference between their base wage and Temporary Disability Insurance up to 100% of their base wage for up to the number of accrued sick days the Officer has available at the time he/she becomes ill or is injured.

### **6.2.8 Temporary Disability Insurance (TDI):**

If TDI (Temporary Disability Insurance) is exhausted, the Town will continue to pay 100% of the Police Officer's base wage for up to a total compensated absence of accrued sick days the officer has available at the time TDI is exhausted) subject to the Police Officer being examined by a physician of the Town's choosing. If the physician finds the Police Officer is fit to return to duty, the Police Officer must return as ordered, or time away from work will be considered to be absent without authorization.

**6.2.8.1** A Police Officer will make himself/herself available, at their expense, for transportation to be examined by the Town's physician. The examination cost will be borne by the Town.

**6.2.8.2** The Town will pay 100% of a Police Officer's base wage, provided the officer has accrued sick time available, for the period until TDI commences.

**6.2.8.3** The Police Officer shall submit a request for TDI as soon as possible and must notify the Town when he/she receives TDI payments so the Town can adjust their compensation. The Police Officer shall not receive more than 100% of their base wage; the Town will be responsible for the difference between the TDI payment and the amount necessary to provide the Police Officer 100% of their base wage only to the extent that the officer has accrued sick time available.

**6.2.8.4** The Police Officer must submit to the Town copies of TDI checks or other proof of amounts received so as to enable the Town to reconcile all payments to the Police Officer.

**6.2.8.5** Payment beyond 100% of the Police Officer's base wage must be repaid or arrangement made to repay the Town within fourteen (14) calendar days of the Police Officer's return to work or the Town may withhold from the Police Officer's pay the amount owed.

**6.2.8.6** A Police Officer who, at the end of the fiscal year, has taken five (5) or less tours of duty of sick leave, sick leave to include by definition use of family sick leave and paternity leave (but not maternity leave), shall receive the equivalent of one (1) week's pay at the Officer's current base rate of pay. Payment is to be made in the first full payroll check cycle to occur after July 1 of each year.

**6.2.8.7** The provisions of this Section 6.2.8 shall also apply to situations where a Police Officer has sick leave time converted to IOD time and the Police Officer has, prior to the sick time being converted to IOD time, received TDI payments as a result of his/her absence from work due to illness or injury.

**6.2.9 Subrogation Clause:**

In line of duty illness or injury shall be in conformity with the General Laws of Rhode Island, 1956, as amended, Section 45-19-1 and Section 6.3 of this Agreement.

**6.2.9.1** In the event a Police Officer fails or refuses to assert or maintain such claim against third party, the parties agree that the Town of Burrillville may assert any subrogation rights hereunder against such third-party.

**6.2.9.2** A Police Officer who has received an injury in the course of his/her employment, rendering the employee unable to perform Police work pursuant to General Laws of Rhode Island 45-19-1 (1956 amended), shall not be used in any detail or related duties unless he/she also is qualified to perform light duty for the Department under Section 6.3.

**6.2.10 Working While on Sick Leave Prohibited:**

A Police Officer absent from work because of illness or injury is prohibited from being gainfully employed or engaging in any work for compensation.

**6.3 LEAVE FOR "ON DUTY" INJURY OR ILLNESS:**

Officers covered by this Agreement who are incapacitated by an injury or illness suffered as a direct result of their duties for the Town shall receive benefits pursuant to this Section and in conformity with the provisions of 45-19-1 of the General Laws of the State of Rhode Island "IOD". Benefits that an Officer injured in the line of duty shall be eligible for include salary for the period of incapacity and the payment of all medical and hospital bills and, in addition, shall include all contractual benefits. Any and all Police Officers returning to light duty shall return to light duty consistent with Article 6.3.2. Upon return to full duty, the Officer shall return to his/her regular shift on the regular work schedule.

**6.3.1. Medical Care for Injuries**

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

**6.3.1.1** Officers who are injured or become ill in the line of duty shall have the right to select their emergency treatment facility or hospital and/or physician or specialist. If the Officer is unable to make the choice, the choice shall be made, where practical, by the nearest relative or household officer. The physician so selected shall be considered the injured Officer's private physician.

**6.3.1.2** In all other cases involving injuries in the line of duty that do not require hospitalization, the injured Officer shall have the right to be treated by a physician of his own choice.

**6.3.1.3** All injuries, illnesses and recurrences, regardless of nature or severity, incurred in the line of duty, shall be reported in accordance with the rules and regulations of the Burrillville Police Department.

**6.3.1.4** If an Officer has suffered an initial or service connected injury or illness, the Officer shall be entitled to be examined by the physician of his/her choice as noted above. In order for any police personnel to be initially carried IOD, they must seek medical attention for their injury within a reasonable period not to exceed thirty-six (36) hours following the injury and shall submit a statement/report from the hospital or treating physician to their Commanding Officer. This statement/report must indicate a diagnosis and whether or not the Officer is able to remain on duty or is to be relieved of duty, and if relieved of duty, the length of time for which the Officer is so relieved. Doctor's notes/reports that simply state that a Police Officer will be out of work for a period of time and do not also provide a diagnosis will not be accepted. Until an updated note/report is received, the Police Officer will not be carried on IOD status and will be placed on sick leave in accordance with the terms of Article VI, Section 6.2 of this Agreement. A hospital or treating physician's note which relieves an officer for a specific period of time, (i.e., two days), is valid only for that period, even if that period constitutes the Officer's days off.

At the conclusion of the specified period of initial excused absence, the Officer is expected to resume regularly scheduled duties. If the Officer intends to remain IOD beyond the initial period, an additional statement from a medical doctor is required in order for the Officer to remain on IOD status. In the event the Officer remains out of work beyond the initial period without submitting another medical note substantiating the reason for continued absence, the Officer shall be taken off of IOD status and will be carried on sick leave in accordance with the terms of Article VI, Section 6.2 of this Agreement. In the event the additional medical documentation is received within fifteen (15) calendar days of the Officer's last day of medically excused absence, and it supports the Officer's IOD claim, and meets all of the other criteria necessary to warrant placement on IOD status, all Department records shall be amended to note that the Officer was IOD and not on sick leave. If, however, the additional supporting documentation is not received within fifteen (15) calendar days of the Officer's last day of medically excused absence, then the officer shall not be reimbursed for any time. Once the additional medical documentation is received substantiating the Officer's IOD claim, the Officer will be carried on IOD status from the date the Department actually

receives such additional medical documentation that substantiates the Officer's IOD claim.

It shall be the responsibility of the injured Officer to notify the treating medical personnel that documentation concerning the injury address the following matters: diagnosis; whether or not it is a job-related injury; prognosis; notes on the Officer's rehabilitation; what, if any, assignments can be safely performed by the Officer; whether the Officer is able to perform light duty or restricted work activities; and length of time before the Officer can return to unrestricted police activities.

**6.3.1.5** If the Officer's physician determines that the Officer is suffering from a work-related injury the Town may require the Officer to be examined by a physician selected by the Town. If the opinion of the Officer's private physician is in conflict with the Town's physician as to whether or not the Officer is suffering from a work-related related injury, then a third physician, selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured Officer, shall be appointed as the neutral physician. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians. Lists of physicians must be submitted within thirty (30) days after final ratification of the Agreement. The parties agree that the physician lists shall be reviewed and updated on an annual basis. Medical specialties for which no list of physicians has been submitted may be added at the request of either party or as needed to comply with the intent of this sub-section. Selection of any new specialties will be in accordance with this sub-section. If only one party submits a list of physicians in any specialty that grouping of physicians shall be deemed the list for both parties and will be used in accordance with this sub-section. Appointments for neutral physicians must be scheduled within fifteen (15) calendar days. The results of the examination by the neutral/third physician as selected under this Section shall be conclusive on the parties, provided, however, that the Town or the FOP shall have the right to have said determination reviewed by a single arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association. In all other aspects, the arbitration provisions set forth in this Agreement shall apply.

**6.3.1.6** When an Officer has suffered a previous service-connected injury and an occasion arises when the injury reoccurs in any nature, the Officer shall be entitled to the immediate examination of the physician who attended him/her for the original injury at the Town's expense. In the event the physician who treated the Officer for the original injury is not available by reason of illness, death, or from any other circumstances, the Officer shall have the right to engage a specialist of his/her own choice. If the attending physician determines that the Officer is actually suffering from a recurrence of the injury, the Officer shall be entitled to the benefits of this Article, provided, however, in order for an Officer to be carried IOD on a claimed recurrence of a prior injury, the Officer must follow all of the procedures set forth in Section 6.3.1.4 of this Article regarding the submission and content of medical statements/reports for as long as the Officer claims a recurrence of a prior IOD injury. Further, the Town shall have the right to have said Officer examined by a physician selected by the Town as to

whether or not said Officer is actually suffering from a recurrence of the injury. If the opinion of the Officer's private physician is in conflict with the Town's physician as to whether or not the Officer's condition is a recurrence of the previous in the line of duty injury, then a third Physician, selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured Officer, shall be appointed as a neutral physician. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians. Lists of physicians must be submitted within thirty (30) days after final ratification of the Agreement. The parties agree that the physician lists shall be reviewed and updated on an annual basis. Medical specialties for which no list of physicians has been submitted may be added at the request of either party or as needed to comply with the intent of this sub-section. Selection of any new specialties will be in accordance with this sub-section. If only one party submits a list of physicians in any specialty that grouping of physicians shall be deemed the list for both parties and will be used in accordance with this sub-section. Appointments for neutral physicians must be scheduled within fifteen (15) calendar days. The results of the examination by the neutral/third physician as selected under this Section shall be conclusive on the parties, provided, however, that the Town or the FOP shall have the right to have said determination reviewed by a single arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association. In all other aspects, the arbitration provisions set forth in the Agreement shall apply.

**6.3.1.7** Town medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any Officer making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all Officers, regardless of whether the Officer's normal tour of duty coincides with the physician's normal business hours. If the Officer's normal tour of duty coincides with the physician's normal business hours, the Officer shall be placed on paid leave for any amount of time that he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of an Officer's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the officer. Failure of the Officer to pay the fee may result in disciplinary action.

**6.3.1.8** After the Officer's initial evaluation of IOD status by the neutral physician, the Town may require said Officer to be examined by the neutral physician, no more that one (1) time every thirty (30) calendar days, in order to update said Officer's IOD status evaluation. Nothing herein shall prohibit the Officer from attending his/her private physician for necessary treatment and/or evaluation during the period said Officer is carried in an IOD status.

**6.3.1.9** The Officer shall continue to be carried on an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the Officer is capable of returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the Officer shall notify his Commanding Officer prior to the scheduled appointment), if the Officer should fail to attend the scheduled



appointment with the Town physician or the neutral physician, the Officer shall be removed from IOD status and shall not be entitled to any of the benefits under this Section until such time as the Officer is examined by the appropriate physician (either Town or neutral).

### **6.3.2 Light Duty:**

In the event an Officer is injured while on duty and cannot perform his/her duties without restriction or is not able to return to full duty due to an off the job illness or injury, the Police Chief may order a light duty assignment.

**6.3.2.1** Capability to perform light duty shall be determined by the Officer's physician and the Town's physician. If the opinion of the Officer's private physician is in conflict with the Town's physician as to whether or not the Officer is able to return to work in a light duty capacity, then a third physician, mutually agreeable to the Town's physician and the Officer's physician, shall examine said Officer and the opinion of the physician so selected shall be conclusive on the parties. If the Officer's treating physician and the Town's physician cannot agree on a neutral physician within fifteen (15) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialists, including but not limited to psychiatric services, in the area of the complaint of the injured Officer. The above list of specialists, including but not limited to psychiatric services, shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians. Lists of physicians must be submitted within thirty (30) days after final ratification of the Agreement. The parties agree that the physician lists shall be reviewed and updated on an annual basis. Medical specialties for which no list of physicians has been submitted may be added at the request of either party or as needed to comply with the intent of this sub-section. Selection of any new specialties will be in accordance with this sub-section. If only one party submits a list of physicians in any specialty that grouping of physicians shall be deemed the list for both parties and will be used in accordance with this sub-section. Appointments for neutral physicians must be scheduled within fifteen (15) calendar days. The results of the examination by the neutral physician shall be conclusive on the parties provided, however, that the Town or the FOP shall have the right to have said determination reviewed by a single arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association. In all other aspects, the arbitration provisions set forth in the Agreement shall be applied. Upon receipt of written certification by the above process of the Officer's ability to return to light duty, said Officer shall be returned to employment with any and all benefits and entitlements afforded to Officers of the bargaining unit, including any promotional opportunities.

**6.3.2.2** Light duty is hereby defined as duties of a less physical or onerous nature that the Officer is able to perform and that are typically performed by Officers of the bargaining unit and not by officers of other bargaining units or other persons. Light duty shall be of a nature such as a clerk (court officer, training officer) or some other activity that can be performed within the restrictions placed on the officer by his/her and/or the Town's physician(s).

Examples of this may be:

1. Clerical or computer duties (data entry).
2. Dispatch duties (only in an emergency where the Department is unable to find a dispatcher available for duty. This provision is subject to agreement with the Town's municipal employees unit).
3. Answering requests from public or taking complaints at Communications Center within the Police Department. There is to be the probability of no physical contact with any person or persons.
4. Aiding administrative or Detective Bureau in processing and filing of materials and BCI work. (This shall include photography and fingerprinting evidence if the injured party has training or is provided proper training in this work).
5. Any other work as authorized by the officer's physician and approved by the Chief or his designee.

**6.3.2.3** An officer shall promptly, upon first receiving information regarding his/her availability for light duty, inform the Chief of his/her availability for light duty status by submitting a certification signed by the physician(s) authorizing the Officer's return to work and stating the nature of the injury and the type of light duty the Officer is able to perform. The Chief shall promptly change the status of the Officer and the Officer shall be permitted to return to light duty work at such light duty work as the Officer is able to perform. Any Officer returning to light duty shall, generally, return to light duty on his/her regular shift, however where a change in shift will not cause an Officer a documented hardship, the Officer may be assigned light duty on a shift determined to be most advantageous to the Department by the Chief or his/her designee. Upon return to full duty, the Officer shall return to his/her regular shift on the regular work schedule. While on light duty, a Police Officer shall not be eligible for overtime or details. Any officer returning to light duty shall wear civilian clothing and not carry a service weapon. The maximum amount of time an Officer can remain on light duty or be out of work for medical reasons is eighteen (18) months within any thirty-six (36) month period. If an officer exceeds the aforementioned parameters, he/she will be retired from the Burrillville Police Department. The Town shall have the right to require officers to submit periodically to physical, mental or other examinations to determine fitness for light duty.

It is expressly understood and agreed by the FOP and the Town that in every instance of this section, where the Officer's physician renders an opinion, the Town reserves the right to send the Officer to a Town-appointed physician. If the opinion of the Officer's physician is in conflict with the Town's physician, then a third physician, mutually agreeable to the Officer's and Town's physicians, shall examine said Officer and the opinion of the third independent physician shall be conclusive on both parties.

If the Officer's treating physician and the Town's physician cannot agree on a neutral physician within fifteen (15) days, then the process of selecting a neutral physician as described in Section 6.3.2.1 shall be applied. The results of the examination by the neutral physician shall be conclusive on the parties provided, however, that the Town or the FOP shall have the right to have said determination reviewed by a single arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association. In all other aspects, the arbitration provisions set forth in the Agreement shall apply.

### **6.3.3 Subrogation:**

Whenever an injury or sickness, for which benefits are paid either under Section 6.3.1, 6.3.2 or any other applicable provision of this Agreement or under the provisions of R.I.G.L. 45-19-1 et seq., is caused under circumstances creating a legal liability in some other person or entity other than the Town of Burrillville to pay damages in respect thereof, the Town shall be subrogated to the rights of the officer of the bargaining unit to recover damages from said third party to the extent of its payments made hereunder subject to the concept of comparative negligence and to the extent authorized by R.I.G.L. 45-19-1.1. The officer will be responsible to notify the Town of the filing of any claim and any award or recovery received from any such claim.

## **6.4 MEDICAL EXPENSES FOR POLICE OFFICER'S FAMILY:**

The Town agrees to pay for all reasonable expenses for medical treatment for members of any Police Officer's family residing in his/her household, or he/she residing in his/her family's household, when such becomes necessary as a result of said Police Officer's exposure to a contagious disease in the line of duty.

### **6.4.1 Funeral Expenses:**

In the event of the death of a Police Officer in the line of duty, the Town will reimburse expenses of the funeral up to \$12,500.00.

## **6.5 MATERNITY LEAVE:**

A Police Officer who becomes pregnant shall be entitled to a leave of absence for a period of certified physical disability arising from said pregnancy.

### **6.5.1 Notification:**

Whenever practicable, the Police Officer shall notify the Burrillville Police Department, in writing, of her intention to take maternity leave at least one month prior to the estimated date of the maternity leave. All male Police Officers will receive one (1) week off with pay in the case where his spouse gives birth, provided he has time available under 6.2.4.3.

### **6.5.2 Duration of Leave:**

A female Police Officer on said leave is entitled to sick pay up to her personal maximum entitlement for said pregnancy related disability.

## **6.6 GROUP LIFE INSURANCE:**

The Town shall provide all Police Officers group life insurance during the course of employment in the amount of Twenty-five Thousand Dollars (\$25,000.00).

## **6.7 MENTAL FITNESS FOR DUTY:**

The fact that Police Officers are armed, make life and death decisions, work under various degrees of stress and are in constant contact with the public make it management's duty to insure that they are both physically and mentally fit for duty.

### **6.7.1 Questionable Conduct:**

When actions or conduct of a Police Officer leads others to believe that he/she may not be rational, and there is any question of mental disability, it is incumbent upon management to take immediate action.

### **6.7.2 Determination of a Licensed Psychiatrist:**

If there is any doubt, on the part of management, as to the mental fitness of a Police Officer, that Officer may be ordered to seek the assistance of a licensed psychiatrist. The Town will document the reasons for its decision. In the event the psychiatrist determines that the Police Officer may be a danger to him/herself or others, or is unfit for duty, that Police Officer's powers may be suspended (with sick leave pay) by the Chief and his/her firearm and identification confiscated.

### **6.7.3 Sick Leave and Re-evaluation:**

The Police Officer will receive sick leave pay, provided he has time available under 6.2.4.3, for a period not to exceed sixty (60) calendar days during which time a re-evaluation shall be made by the psychiatrist who originally examined the Police Officer. If deemed unfit for duty by the psychiatrist, the Police Officer shall be placed on sick leave in accordance with the terms and conditions of this Agreement.

### **6.7.4 Selection of a Psychiatrist:**

The selection of a psychiatrist to utilize in the event this provision must be invoked shall be made in accordance with the following procedure:

The Town and the Union shall each submit a list of three (3) psychiatrists within thirty (30) days after ratification of this Agreement. Failure to submit a list of names by either party shall not prevent a list from being in place and utilized for purposes of this section. Use of this list shall be on a rotating basis among the six (6) psychiatrists starting with the Department's selection. The next pick shall be from the Union's list of three (3) psychiatrists and the following picks shall rotate between each list thereafter. Appointments made with physicians in accordance with this sub-section must be scheduled within fifteen (15) calendar days. The parties agree that the physician lists shall be reviewed and updated on an annual basis. If only one party submits a list of psychiatrists that grouping shall be deemed the list for both parties and will be used in

accordance with this sub-section. The results of the examination by the selected psychiatrist shall be conclusive on the parties provided, however, that the Town or the FOP shall have the right to have said determination reviewed by a single arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association.

#### **6.8 20 YEAR RETIREMENT:**

Police Officers shall be included and covered by the Town in a retirement pension plan with the State of Rhode Island "Optional Retirement for Police and Fire, Optional 20-year Plan" as provided in the Rhode Island General Laws, 1956, as amended, Section 45-21.2.

Effective 7/01/06 the Town will implement an increase in the 20 year retirement benefit to 60% as set forth in R.I.G.L. 45-21.2-22.1.

#### **6.8.1 COLA:**

Police Officers who retire from the Burrillville Police Department shall receive COLA in their retirement in accordance with R.I.G.L. 45-21-52(B) and the terms of R.I.G.L. 45-21.2, as amended.

#### **6.9 LIABILITY INSURANCE:**

The Town will maintain Police Professional Liability Insurance for all Police Officers with a minimum coverage of \$500,000.00 for each Police Officer and \$1,000,000.00 per incident with an insurance company of the Town's choosing as presently in existence.

### **ARTICLE VII**

#### **7.1 GRIEVANCE PROCEDURE:**

The purpose of this Article is to provide and establish a procedure for the processing and resolution of grievances arising under this agreement.

##### **7.1.1 Definition of Grievance:**

The term "grievance" shall mean any difference arising between the Town and the FOP or any Police Officer with respect to the interpretation or application of this agreement and/or any allegation of the FOP that any of the provisions of this agreement have been violated or been applied in a discriminatory manner.

##### **7.1.2 Filed Within Ten Days:**

A Police Officer having a grievance must present his/her grievance to the FOP Representative within ten (10) days after the Police Officer knew or should have known of the occurrence of the alleged grievance or forfeit all rights involved in said grievance.

##### **7.1.3 Probationary Officers:**

Probationary Officers shall not file grievances and the Union (or members thereof) shall not file grievances on behalf of Probationary Officers.

#### **7.1.4 Justification:**

After a Police Officer has presented his/her grievance to the FOP Representative, the Police Officer may request, in writing, that said grievance be presented to the Chief. However, it shall be the responsibility of the Executive Board of the FOP to determine the justification of the grievance.

**7.1.4.1** If the Executive Board finds no justification, it shall notify the Police Officer and the Town in writing within ten (10) days. Said Police Officer has the right to bring the grievance on his own in accordance with Section 7.1.5 within ten (10) days of being informed by the Executive Board.

**7.1.4.2** If the Executive Board of the FOP believes that there may be justification, then it shall proceed in accordance with Section 7.1.5 within ten (10) days of receiving said grievance.

#### **7.1.5 Chief's Decision:**

The Chief shall meet with the President or Vice President of the FOP or the grievant within five (5) days of receipt of a request from the aggrieved Police Officer.

**7.1.5.1** If either party feels it is necessary, the Police Officer or Officers involved in the grievance shall be ordered to appear before the Chief and the President or Vice President of the FOP for the purpose of testifying on the grievance.

**7.1.5.2** Within five (5) days (unless otherwise agreed upon) of the first meeting between the Chief and the President or Vice President of the FOP, the Chief shall render his decision in writing. A copy of the same shall be delivered to the President or Vice President of the FOP.

#### **7.1.6 Town Manager's Decision:**

If the decision of the Chief is not acceptable to the FOP or grievant, this grievance shall be presented to the Town Manager within seven (7) days.

**7.1.6.1** The Town Manager shall schedule a meeting for discussion of the grievance with the grievant and representative(s) of the FOP which shall be conducted within seven (7) days following receipt of the grievance by the Town Manager.

**7.1.6.2** The Town Manager shall issue a decision in writing not more than five (5) days following the conclusion of the meeting. If the FOP or grievant is dissatisfied with the decision of the Town Manager, or the Manager fails to respond within the five (5) days, it may take appropriate steps for arbitration within twenty (20) days, as herein below set forth.

## **7.2 ARBITRATION:**

If the FOP desires to proceed further with a grievance after the provisions of Section 7.1.6 have been complied with, it shall notify the Town Manager in writing within twenty (20) calendar days after receipt of the decision or expiration of the five (5) days and no decision by the Town Manager, that it is referring the matter to either the American Arbitration Association or the Labor Relations Connection in accordance with the appropriate organization's rules then existing.

### **7.2.1 Arbitrator's Decision:**

The arbitrator shall render his/her decision within thirty (30) days from the date of the conclusion of the arbitration hearings in accordance with the rules and regulations of either the American Arbitration Association or the Labor Relations Connection.

### **7.2.2 Costs and Expenses:**

All costs and expenses of the arbitrator shall be borne equally by the parties hereto.

**7.2.3** The decision of the arbitrator shall be final and binding on any matter pertaining to the provisions of this contract. The arbitrator shall have no power to alter, amend, add to or deduct from the arrangement of this Agreement.

## **ARTICLE VIII**

### **8.1 BULLETIN BOARD:**

The Chief shall have a bulletin board hung in the hallway outside the weight room for the use by the FOP to post information regarding FOP business and activities.

### **8.2 SEVERABILITY:**

If any provisions of this Agreement are subsequently declared to be unlawful, unenforceable or not in accordance with the applicable statutes, laws, ordinances, regulations of the United States of America and/or the State of Rhode Island, then all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and parties shall meet as soon as possible to agree on a substitute provision.

#### **8.2.1 Complete Understanding:**

This Agreement constitutes the entire agreement and complete understanding between the Town and the Union arrived at as the result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.

### **8.3 TRAINING PROGRAM:**

Each Police Officer may receive up to forty (40) hours total training each year, inclusive of Range Qualifications, as determined by the Chief or designee. Notwithstanding the above, the Chief or his designee may assign an officer(s) to training when, in the determination of the Chief, or his designee, the officer(s) need additional training or have not received a specific type of training.

#### **8.3.1 Program Offerings:**

Training and education programs will be offered to Police Officers on a seniority basis. The most senior Police Officer who falls under a specific area shall be selected for that school. As each Police Officer goes to training, the next in seniority will be selected for future schools. The list will rotate based on seniority for each area of specialized training. If a Police Officer does not have an area in which he/she wishes to specialize the Officer can be placed on the master list for areas of non-specialized training. The foregoing will be applied to training selections except as set forth in Section 8.3.2 and as follows:

A. If an Officer has received his/her training allocation, the Chief or Training Officer may direct training opportunities to others in the Department as needed; and/or

B. Officers working in supervisory capacities or roles may, at the discretion of the Chief or Training Officer, be assigned to training related to their particular assignment or position over other non-supervisory, senior officers.

#### **8.3.2 Determination of Specialization:**

Specialization may be considered to include such things as, but not be limited to, supervisory classes, tactical operations classes, investigations schools, etc. Schools of generic nature may be offered Department-wide by seniority. The Chief, in consultation with the Department Training Officer, will determine which Officer(s) will receive specialized training, it being understood that any type of specialized training should first be made available to those Officers who will most benefit from the training, classes, schools, etc. The Department will also maintain a list of Officers who, by seniority rotation, will be eligible to receive training in specialized areas, after Officers who are assigned to said areas have received the training, based on the needs of the Department and the Officer's shift.

#### **8.3.3 Specialization may include, but not be limited to:**

**8.3.4.1 Self Defense**

**8.3.4.2 Tactical Team (Swat Team Members)**

**8.3.4.3 Traffic Schools**

**8.3.4.4 Juvenile**

**8.3.4.5 B.C.I. Training**

**8.3.4.6 Drug Training**

**8.3.4.7 Elderly affairs (Crime Prevention)**



**8.3.4.8 Domestic Violence**

**8.3.4.9 Drunk Driving**

**8.3.4.10 Firearms Schools**

**8.3.4 Areas of Specialization:**

Areas of specialization may change from time to time as determined by the Chief after obtaining agreement from the Union. The Union's agreement will not be unreasonably withheld.

**8.3.5 Conflict Resolution:**

If conflicts arise as to assignments to any training program, the Chief, or designee, shall make the final decision and all related assignments.

**8.3.6 Annual Conference:**

Representatives of the Union, Town Manager/Director of Public Safety and/or Chief will meet and confer on this clause annually.

**8.4 TRANSPORTATION:**

The Town of Burrillville Police Department shall provide to all permanent Police Officers transportation to and from all required school and training.

**8.4.1 Mileage Fee:**

In lieu of providing transportation, the Town will provide Police Officers with a mileage fee based on the current approved rate by the Internal Revenue Code or Internal Revenue Service for miles traveled to and from the designated schools. The point of origin and return shall be designated as the Police Station.

**8.5 RANGE QUALIFICATION:**

Each Police Officer agrees a condition of employment is to have qualified with the departmental sidearm in accord with departmental rules and regulations. Officers agree that time spent for Range Qualification is not eligible for compensation, except the Officer supervising the range shall be compensated.

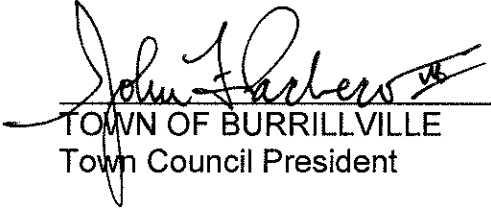
**8.6 AMMUNITION:**

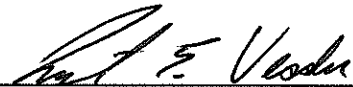
The Town agrees to provide ammunition so each Police Officer may train at least four times per year. Ammunition shall be in accordance with the most current recommendation for the departmental issued weapons of the Federal Bureau of Investigation.

ARTICLE IX

9.1 DURATION:

The parties agree that the terms and conditions of this July 1, 2018 to June 30, 2019 Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor Agreement.

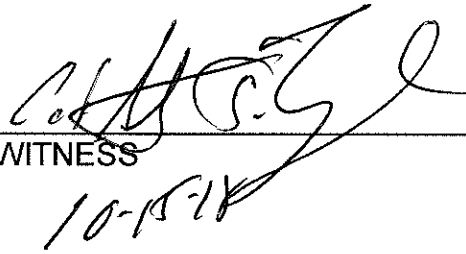
  
TOWN OF BURRILLVILLE  
Town Council President

  
Fraternal Order of Police  
President, Lodge No. 27

11/2/18  
DATE

10-15-2018  
DATE

  
WITNESS

  
WITNESS  
10-15-18

**INITIAL EQUIPMENT ISSUE  
EFFECTIVE FOR NEW RECRUITS JANUARY 1, 2002**

- 1 - Garrison (inner) belt – Velcro
- 1 - Sam Brown Velcro duty belt (NO buckle)
- 1 – Safariland 295 mid-ride plain black holster (Level II retention)
- 1 - Model 77, magazine pouch double plain black (silver snaps) Glock 23
- 1 - OC case M-3 size plain black (silver snap)
- 1 - Safariland cuff case model 90 (no snap or silver snap)
- 4 - Keepers Velcro plain black
- 1 - Mag light, rechargeable
- 1 - Radio holder #HT1000
- 1 -Asp
  
- 2 - Number boards
- 1 - Summer hat with silver band
- 1 - Winter hat with silver band
- 2 - BPD collar pins silver
- 1 - pair shoes
- 1 - pair boots
- 1 - Raincoat with hat cover
- 1 - Spring jacket
- 1 - GoreTex Jacket #90102
- 2 - Summer shirts, patch, flag, Velcro, military creases, epaulets
- 2 - Winter shirts, same as above, with sleeve braid
- 2 - Ties, navy blue
- 2 - Pair pants
- 1 - Safety vest
  
- 1 - hat badge
- 2 - Breast badges
- 1 - ID w/case
- 1 - Second chance vest
- 1 - Glock 23, 40-caliber handgun

## **AUTHORIZED UNIFORMS AND EQUIPMENT FOR OFFICER CLOTHING ALLOWANCE PURCHASES**

Flying Cross, Ebeco or Blauer long sleeve or short sleeve shirts with patches, epaulets, cuff braid (winter shirts) in Navy blue or white depending on rank.

Summer mesh navy blue Air Force type hat with silver or gold braid

Winter solid navy blue Air Force type hat with silver or gold braid

Navy blue ball cap with BPD patch for details

Blue/black number board with badge numbers

BPD collar pins

Additional uniform badges wallet or pin back

Navy blue tie

Navy blue pants with 1/2 inch royal blue piping

Black turtleneck shirts or dickeys for winter uniforms

Black low quarter shoes

Black tactical/uniform boots

Yellow/green polo shirt with POLICE lettering, embroidered badge and patches (road details)

Summer jacket with Velcro for badge number/patch/flag

Blauer winter coat with liner

Optional Black leather winter coat

Rain coat, with reflective liner

Rain hat cover

Sam Brown gun belt Safariland VELCRO system

Belt keepers Velcro

Velcro inner belt for Sam Brown belt system

Safariland level 2 retention holster model 295 for GLOCK model 23

or Safariland 6280 Mid-Ride Level II Holster for Tactical Light

Peerless handcuffs w/keys

Black handcuff case - flap cover with Velcro

OC case plain black for 4 inch canister

ASP baton and holder

2 magazine pouch with VELCRO no snaps

Full size or belt type flash light - Rugged, water resistant, momentary on/off

Black rubber glove pouch

Black radio holder (strap)

Black tactical gloves

Black winter gloves

Navy blue uniform sweater

## **Supplemental**

In accordance with Article 8.2.1 "complete understanding", the following are the only agreements previously reached between the Town and the Union that will be added to and made a part of this collective bargaining agreement.

**Dated October 30, 1997**  
**General Order #12, series of 1997**

To: All Sworn Personnel

The purpose of this General Order is to establish separate overtime lists for patrol officers and those officers holding the rank of Sergeant and above.

When overtime necessitates call-back, the separate lists will be utilized. Both lists, set up according to seniority, will be rotating and when there is a need for overtime, the top officer on the list may accept or refuse. His/her name will then go to the bottom of the list. Briefly stated, call back for Patrol officers shall be from one list and call back to fill a Superior Officer's assignment from the second list. In the event that an occasion occurs that makes it impossible to fill the vacancy from the existing list, the other list may be utilized. If both lists are exhausted without anyone voluntarily taking the overtime, an officer from the list where the vacancy was created will be ordered back.

Requests for days off will also be predicated on two separate lists. Seniority within rank will take precedent when requesting a day off. All other requirements will be in compliance with the existing policy. All requests for an extra day(s) off are subject to the approval of the Chief of Police.

The department will continue to maintain one list for private and municipal details. This shall be a rotating list available to all officers.

The General Order becomes effective, 8:00 am Tuesday, November 4th 1997.

Bernard E. Gannon  
Colonel  
Chief of Police

**Dated March 11, 2002**  
**Memorandum #6 Series 2002**

To: All Personnel  
From: Colonel Bernard E, Gannon, Chief of Police  
Subject: Regulations for Private and Municipal Police Details

Regulations for Private and Municipal details are enumerated in Article V of the Burrillville Police Department's Collective Bargaining Agreement. Management of the detail program is in compliance with Section 5.2.6 of that Agreement.

The conduct and duty responsibilities of police officers assigned to private and municipal details are the same as those of on-duty officers and are governed by the rules and regulations of the Burrillville Police Department.

Officers shall report for duty at the designated time and location and shall notify the dispatcher that he/she is on site and commencing the detail. At the completion of the detail the officer shall notify the dispatcher of the status of the detail, i.e., the detail is completed, the officer has been relieved by another officer, etc.

The uniform of the day shall be worn in compliance with Section 3.20 of the Department rules and regulations and with General Order #2, Series of 2001, as amended. Required equipment will be in accordance with Section 3.21 of the Department rules and regulations. Officers may wear the official Burrillville Police Department baseball cap when assigned to traffic details.

It shall be the responsibility of the Detail Officer, or in his/her absence, the officer assigning the detail, to insure that the person requesting the detail is informed of all requirements associated with hiring a detail officer. This information is contained in the "detail letter" to be mailed, faxed, or delivered to the vendee. If this is not possible or time does not permit, a clear and precise explanation of detail costs and requirements must be related to the person requesting the detail. Billing questions will be directed to the Town Treasurer's office. The officer assigning the detail shall document that the detail letter has been sent and/or a verbal explanation given to the vendee.

**Dated March 14, 2002**  
**General Order #1, series of 2002**

In conformity with Section 9.2 of the rules and regulations of the Burrillville Police Department I am authorizing Lieutenants to take home the unmarked police vehicles assigned to them. These vehicles are for the Lieutenant's use in their official duties only. The vehicles shall not be for their personal use.

Bernard E. Gannon  
Colonel  
Chief of Police

**Dated March 20, 2002**  
**Memorandum #7 Series of 2002**

To: All Personal  
From: Lt. Kevin S. San Antonio, Executive Officer  
Subject: Order in list/Order Backs

THE RESPONSIBILITY OF FILLING A VACANCY (CREATED BY AN OFFICER CALLING OUT SICK) BELONGS TO THE SHIFT COMMANDER ON DUTY AT THE TIME THE VACANCY OCCURS. It is the duty of the shift commander to insure that the vacant shift is appropriately filled before he/she secures from duty. Failure to do so may result in disciplinary action. This applies to vacancies that are called in any time within the 24-hour period following the officer calling-out.

Each year on July 1st a new order-in list will be established and order-ins will start in reverse seniority. New officers hired within the year will not be eligible to be ordered back to work until he/she has completed the Field Training and evaluation program. Once that officer completes Field Training he/she will be credited with the Patrol Division's average order-ins for placement on the order-in back list.

Call outs that create a vacancy more than 24 hours in advance of the officer's shift will be handled by the standard overtime procedure.

When an officer calls out sick causing the shift to fall below minimum manning a replacement officer will be obtained. The replacement officer will be from the classification that created the vacancy (Patrol for Patrol, Supervisor for Supervisor). However, if the initial classification that caused the vacancy is unavailable or unwilling to accept the call back, this shall not preclude any officer from voluntarily to work the shift.

ALL ORDER-INS WILL BE AT FOUR-HOUR INTERVALS. The only exception to the four-hour order-ins will be if no one can be contacted from the oncoming shift. In this event the person who is ordered in for the full shift will get credit for two (2) order-ins.

In the event that an officer needs to be ordered in, that officer will come from the shift that is currently working and from the same classification. If the particular rank classification is not available from the previous working shift, for whatever reason, (i.e. prior order-in, approved day off), then the next available officer from the previous working shift shall be ordered in, regardless of rank. Switches and regular monthly training does not preclude an officer from being ordered in. Patrol officers can be ordered in for supervisors and vice versa. The only time that an officer from the previous duty shift will not be utilized for these vacancies is when they are unable to work said shift due to the restrictions enumerated in Section 3.12 of the Police Department's Bargaining Agreement, sickness or previously approved days off (vacation, holidays, personal days, etc.).

There shall be no order-ins in advance for any officer on their scheduled day(s) off. The



officer's work week consists of four (4) days on and two (2) days off with the exception of Lieutenants who are scheduled to work five (5) days on and two (2) days off.' Certain circumstances regarding minimum manning shall not preclude any officer from having to work a scheduled day off without prior notice, (i.e. order-ins which occur within a twenty-four (24) hour period and/or a States-of-Emergency declared by the Chief of Police). THE REQUIRING OF AN OFFICER TO WORK HIS/HER SCHEDULED DAYS OFF SHALL BE ONE OF LAST RESORT.

**Comparison of HealthMate Plans  
January 2009**

**If you have any questions regarding the information provided, please speak with your Plan representative.**

**Town of Burrillville #100873  
"Police"  
HealthMate  
Coast-to-Coast  
Plan 500**

**HealthMate Coast-to-Coast  
Coinsurance VAR Option -  
100/80% \$1000 Deductible**

**General Information**

**Coverage Levels**

**In network** - Eligible services are covered in full, less any applicable deductibles, copayments, and/or coinsurance when a member uses BlueCard PPO Network providers. Members will not be billed for charges beyond the plan allowance after applicable deductibles and copayments.  
**Out-of-network** - Members may also choose to receive treatment outside the BlueCard PPO Network and still receive coverage at 80% of our allowance less any deductibles and/or copayments as noted below.

**In-network** - Most eligible services are covered in full, after the calendar year deductible has been met when a member uses BlueCard PPO Network Providers. Members will not be billed for charges beyond the plan allowance.  
**Out-of-network** - Members may also choose to receive treatment outside the BlueCard PPO Network and still receive coverage at 80% of our allowance, less any deductibles and/or copayments as noted below.

**Participating Provider Network**

With our **BlueCard PPO Network**, a member's Blue Cross card is recognized at any Blue Cross participating PPO provider nationwide. In most cases, claims are filed by the provider and paid based on the local plan's allowance. Members will not be balance billed beyond applicable copayments. The Preferred Blue network is Blue Cross & Blue Shield of Rhode Island's (BCBSRI) designated BlueCard PPO Network.

With our **BlueCard PPO Network**, a member's Blue Cross card is recognized at any Blue Cross participating PPO provider nationwide. In most cases, claims are filed by the provider and paid based on the local plan's allowance. Members will not be balance billed beyond applicable copayments. The Preferred Blue network is Blue Cross & Blue Shield of Rhode Island's (BCBSRI) designated BlueCard PPO Network.

<p><b>Preauthorization</b></p>	<p>BCBSRI recommends obtaining preauthorization prior to receiving some services. Authorization is obtained by providers who participate directly with BCBSRI. It is recommended that members call our Customer Service Department to initiate the preauthorization process prior to visiting non-participating providers or facilities; or providers or facilities that participate with another Blue Cross and Blue Shield network. If the member obtains preauthorization, they are ensured that their services are considered medically necessary prior to having them performed. If the member chooses not to obtain preauthorization, their claims will be reviewed and could be denied if they are not medically necessary or not in an appropriate setting. Benefits in this comparison subject to preauthorization are identified by an asterisk (*).</p>	<p>BCBSRI recommends obtaining preauthorization prior to receiving some services. Authorization is obtained by providers who participate directly with BCBSRI. (It is recommended that members call our Customer Service Department to initiate the preauthorization process prior to visiting non-participating providers or facilities or providers or facilities that participate with another Blue Cross and Blue Shield network.) If the member obtains preauthorization, they are ensured that their services are considered medically necessary prior to having them performed. If the member chooses not to obtain preauthorization, their claims will be reviewed and could be denied if they are not medically necessary or not in an appropriate setting. Benefits in this comparison subject to preauthorization are identified by an asterisk (*).</p>
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**This benefit summary is presented for your convenience to assist in comparing the standard benefit levels and basic provisions that are available on the listed products. It is not a contract, nor is it a guarantee of the listed coverages. All of the information contained in this summary is subject to change without notice. In order for this to be a useful tool, we've set forth what we believe to be the more significant differences between the products. This summary may not list every difference between products. Should you choose to purchase one or more of the products listed, the terms of the group and member contracts will determine the provisions of the coverage. Please speak with your Plan representative for more details.**

<p><b>Calendar Year Deductibles</b></p>	<p>\$1,000 calendar year hospital deductible per individual, \$2,000 per family aggregate for inpatient and outpatient hospital charges only, for both in-network and out-of-network services combined.</p>	<p>In-network - \$1000 calendar year deductible per person (2 per family). The calendar year deductible does not apply to services with a specific dollar copayment, preventive &amp; diagnostic lab, X-rays and machine tests or outpatient surgery performed in a</p>
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		<p>physician's office or urgent care center.</p> <p>Out-of-network - Separate \$1000 calendar year deductible per person (2 per family), will apply to all services with the exception of emergency room visit.</p>
<b>Out-of-pocket maximum</b>	<p>Out-of-network benefit increased to full coverage after the calendar year maximum expense of \$4,000 per family aggregate is met. (The calendar year hospital deductible, infertility treatment coinsurance, office visit copayments, and any prescription drug copayments are not applied to the out-of-pocket maximum; therefore, the benefit is not increased to 100%.)</p>	<p><b>In-network</b> - Not applicable.</p> <p><b>Out-of-network</b> - Benefits increase to full coverage after the calendar year maximum expense of \$4,000 per individual (2 per family) is met. The deductible, infertility treatment coinsurance, office visit copayments, and any prescription drug copayments are not applied to the out-of-pocket maximum; therefore, the benefit is not increased to 100%. Coinsurance amounts for those services covered at less than 100% in-network will not be applied to the out-of-pocket maximum, therefore, the allowance for these services will not increase to 100%.</p>
<b>Lifetime maximums</b>	Unlimited.	Unlimited.
<b>Preventive &amp; Outpatient Services</b>		
<b>Office Visits (Personal Physician)</b>	\$15 copayment - includes annual physicals, annual gynecological exams, well-baby visits, initial prenatal visit, pap smears and mammograms.	\$15 copayment - includes annual physicals, annual gynecological exams, well-baby visits, initial prenatal visit, pap smears, and mammograms
<b>Office Visits (Specialists)</b>	\$15 copayment - includes routine and non-routine visits.	\$15 copayment - includes routine and non-routine visits
<b>Routine Eye Exams</b>	\$15 copayment - one routine exam per calendar year at network providers (medically necessary exams as needed).	\$15 copayment - one routine exam per calendar year at network providers (medically necessary exams as needed).

<p><b>Lab, X-rays and Machine tests</b></p>	<p>100% coverage at network lab and x-ray facilities.</p>	<p>100% coverage at network lab and X-ray facilities. Deductible does not apply to lab, X-rays and machine tests performed in an outpatient setting. This includes the physician's office, urgent care centers, freestanding facilities as well as the outpatient department of the hospital.</p>
<p><b>Outpatient Surgery</b></p>	<p>100% coverage after calendar year hospital deductible - includes hospital based ambulatory surgi-centers and outpatient hospital charges. Deductible does not apply to free-standing ambulatory surgi-centers. Physician Charges - 100% coverage.</p>	<p>100% coverage for outpatient surgery performed in the physician's office and urgent care center. Deductible will apply to outpatient surgery in the outpatient hospital or freestanding ambulatory surgical center.</p>
<p><b>Prescriptions</b></p>	<p>\$7 copayment for generic drugs/\$25 copayment for preferred brand name drugs/\$40 copayment for non-preferred brand name drugs for each 30-day supply of maintenance and non-maintenance medications at any network pharmacy. Drugs purchased at non-network pharmacies will be reimbursed at 80% of our allowance minus a \$40 copayment. Chemotherapy is covered at 100% for a cancer diagnosis. Chemotherapy for a non-cancer diagnosis and injectable drugs are covered with the applicable copayment when purchased at a participating pharmacy. Chemotherapy for a non-cancer diagnosis and injectable drugs supplied in a physician's office and/or outpatient hospital are covered at 80%. Insulin requires a \$25 brand name copayment. Oral and injectable infertility medications will be covered with a 20% copayment.</p> <p><b>Mail Service</b> - Up to a 90-day supply for two copayments of most medications. <b>Pharmacy copayments may be based on the retail cost of prescriptions rather than the actual</b></p>	<p><b>Retail:</b> Tier 1: \$7 copay, Tier 2: \$25 copay, Tier 3: \$40 copayment, per 30 day supply of both maintenance and non-maintenance drugs at any network pharmacy. Drugs purchased at an out of network pharmacy will not be covered.</p> <p><b>Mail:</b> Tier 1: \$17.50 copay, Tier 2: \$62.50 copay, Tier 3: \$100.00 copay, per 90 day supply of both maintenance and non-maintenance drugs.</p> <p><b>Specialty:</b> Tier 4: \$40 at designated specialty pharmacies. Not available at mail order. Prior-Authorization may be required on designated specialty drugs. Specialty drugs purchased at an out of network pharmacy will be reimbursed at 50% of our allowance.</p> <p><b>Chemotherapy:</b> Covered at 100% with a cancer diagnosis. Drugs for a non-cancer diagnosis are covered with applicable copay when purchased at a participating</p>

*cost to BCBSRI.*

pharmacy. Chemo or other oncology therapies for the treatment of cancer designated as a specialty drug will be subject to the specialty drug benefit and must be purchased through a participating specialty pharmacy. **Infertility:** Oral and injectable infertility drugs will be covered with a 20% copay.

<b>Emergency and Urgent Care</b>		
<b>Emergency Room</b>	\$250 copayment for treatment of a medical condition with acute symptoms of sufficient severity (including severe pain) such that a prudent layperson could reasonably expect serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part (copayment waived if admitted).	\$250 copayment for treatment of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson could reasonably expect serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part (copayment waived if admitted; the deductible and coinsurance are applicable if admitted).
<b>Urgent care centers</b>	\$15 copayment.	\$15 copayment.
<b>Inpatient Services</b>		
<b>Hospitalization*</b>	100% coverage after calendar year hospital deductible for unlimited days of care in a semiprivate room - includes medical/surgical and maternity care. Skilled Nursing Facility covered when medically necessary.	100% coverage after deductible for unlimited days of care in a semiprivate room - includes medical/surgical and maternity care. Skilled Nursing Facility covered when medically necessary.
<b>Inpatient Rehab Facility*</b>	100% coverage after calendar year hospital deductible. Limited to 45 days of care per calendar year.	100% coverage after deductible. Limited to 45 days of care per calendar year.
<b>Organ Transplant*</b>	Transplant related benefits and services are coordinated through our Nurse Transplant Coordinator. Coverage includes, but is not limited to: inpatient hospital and physician services.	Transplant related benefits and services are coordinated through our Nurse Transplant Coordinator. Coverage includes, but is not limited to: inpatient hospital and physician services.
<b>Behavioral Health Care</b>		
<b>Inpatient Mental Health Care*</b>	100% coverage after calendar year hospital deductible for an unlimited number of days.	100% coverage after deductible for an unlimited number of days.

<b>Outpatient/Office Mental Health Care</b>	\$15 copayment per individual or group session. Up to 30 visits per member per calendar year. Medication visits are unlimited.	\$25 copayment per individual or group session. Up to 30 visits per member per calendar year. Medication visits are unlimited.
<b>Inpatient Chemical Dependency*</b>	100% coverage after calendar year hospital deductible. <b>Detoxification</b> - Up to 5 admissions or 30 days in any calendar year, whichever comes first. <b>Rehabilitation</b> - Hospital or community residential care services covered up to 30 days per calendar year.	100% coverage after deductible. <b>Detoxification</b> - Up to 5 admissions or 30 days in any calendar year, whichever comes first. <b>Rehabilitation</b> - Hospital or community residential care services covered up to 30 days per calendar year.
<b>Outpatient Chemical Dependency</b>	\$15 copayment per individual or group session. Up to 30 hours per member per calendar year for facility-based or office-based counseling.	\$15 copayment per individual or group session. Up to 30 hours per member per calendar year for facility-based or office-based counseling.
<b>Additional Services</b>		
<b>Physical &amp; Occupational Therapy - Outpatient</b>	100% coverage after calendar year hospital deductible in the outpatient hospital department following a hospital stay. 80% coverage in provider's office.	80% coverage after deductible. If with a hospital-based therapist and within 30 days following a hospital stay, home care program, or ambulatory surgical procedure, coverage is at 100% after deductible.
<b>Speech Therapy*</b>	Covered as long as services are not or would not have been provided under RI State Law for special education of handicapped children. Inpatient services are covered in full (after deductible at a hospital based facility). Outpatient hospital covered at 80% after calendar year hospital deductible. Doctor's office services covered at 80%.	80% coverage after deductible. Covered as long as services are not or would not have been provided under RI State Law for special education of handicapped children.
<b>Chiropractic Medicine</b>	\$15 copayment. Limited to 12 visits per calendar year.	\$15 copayment. Limited to 12 visits per calendar year.
<b>Ambulance</b>	Municipal and private ground ambulances - \$50 copay for medically necessary emergency services only. Water and air ambulances - limited to a \$3,000 allowance per occurrence.	\$50 copay for emergency services only. Water and air ambulances - limited to \$3,000 per occurrence.



<b>Durable Medical Equipment</b>	80% coverage. No dollar maximum.	80% coverage after deductible. Must be purchased from our participating DME vendor. Pharmacies are NOT participating in the DME network.
<b>Home Health &amp; Hospice Care*</b>	100% coverage if received as part of an approved home care program (in lieu of hospitalization) - includes doctor, nurse, home health aide visits, and home infusion therapy.	100% coverage after deductible if received as part of an approved home care program (in lieu of hospitalization) - includes doctor, nurse, home health aide visits, and home infusion therapy.
<b>Dependent Coverage</b>	Spouse is eligible for coverage. Unmarried dependent children are eligible for coverage until January 1 after their 19th birthday (or age 25 if a student).	Spouse is eligible for coverage. Unmarried dependent children are eligible for coverage until January 1 after their 19th birthday (or age 25 if a student).
<b>Customer Education &amp; Intervention Strategies</b>		
<b>Programs</b>	<p><b>Health Promotions and Health Management</b> – Programs include identification, treatment, and prevention of various diseases (e.g., asthma, diabetes), prenatal education, reminder letters for preventative health (e.g., mammography, pap tests, prostate screening).</p> <p><b>Good Health Benefit</b> - An employee wellness program that promotes healthy living. Ask your account executive, broker, or agent for details on this award-winning program.</p>	<p><b>Health Promotions and Health Management</b> – Programs include identification, treatment, and prevention of various diseases (e.g., asthma, diabetes), prenatal education, reminder letters for preventive health (e.g., mammography, pap tests, prostate screening).</p> <p><b>Good Health Benefit</b> - An employee wellness program that promotes healthy living. Ask your account executive, broker, or agent for details on this award-winning program.</p>