

**COLLECTIVE BARGAINING AGREEMENT**

**TOWN OF CUMBERLAND**

**AND**

**CUMBERLAND LODGE NO. 14**

**FRATERNAL ORDER OF POLICE**

**JULY 1, 2014 TO JUNE 30, 2017**

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## COLLECTIVE BARGAINING AGREEMENT

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island 1963, entitled; **“AN ACT TO PROVIDE FOR SETTLEMENT OF DISPUTES CONCERNING WAGES OF PAY AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF EMPLOYEES OF POLICE DEPARTMENTS”** and subject to the exceptions hereinafter stated, this Collective Bargaining Agreement (the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014 by and between the Town of Cumberland and Cumberland Lodge No. 14, Fraternal Order of Police (hereinafter called “Cumberland Lodge No. 14”). In consideration of the mutual promises hereinafter stated, the parties agree as follows:

### **PREAMBLE**

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1953 entitled; **“AN ACT TO PROVIDE FOR SETTLEMENT OF DISPUTES CONCERNING WAGES OF PAY AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF EMPLOYEES OF POLICE DEPARTMENTS”**, the Town of Cumberland recognizes that sworn police officers of the Town of Cumberland have the statutory right to bargain collectively with the Town of Cumberland and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions, and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town of Cumberland to regulate, manage and control the police department of the Town except as modified by the terms of this Agreement and except as specifically directed by said Chapter 54 of the Public Laws of the State of Rhode Island, 1953, reference to which has previously been made. This Agreement is subject to the provisions of said Chapter 54 of the General Laws of Rhode Island, 1953, wherein sworn police officers who are subject to its terms, shall have no right to engage in any work stoppage, slowdown or strike.

For the purpose of this agreement, all parties understand that the words “police officer” and/or “employee” (and their plural forms) shall mean all regular sworn police officers who have satisfactorily completed their probationary period, and includes the ranks of patrolmen/women. The positions of Captain, Deputy Chief and Chief are excluded from the bargaining unit.

All parties to this agreement further understand that the word “member” means any and all members of the F.O.P. Lodge No. 14.

## **ARTICLE I**

### **SECTION 1. RECOGNITION**

The Town of Cumberland recognizes Cumberland Lodge No. 14 as the exclusive bargaining agent for all regular sworn police officers from the rank of patrolman up to but not including the rank of Captain for the purpose of collective bargaining and entering into agreements relating to wages, salaries, hours, working conditions, and other terms and conditions of employment. The rights of the Town of Cumberland and officers of the police department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

### **SECTION 2. EMPLOYMENT SECURITY**

The Town of Cumberland agrees not to discharge or discriminate in any way against any officer of the police department for membership or participation in the legitimate activities of Cumberland Lodge No. 14.

### **SECTION 3. TIME OFF FOR COLLECTIVE BARGAINING**

All employees covered by this Agreement, who are elected Union officers of Cumberland Lodge No. 14, or who are appointed by Cumberland Lodge No. 14, as members of said Lodge's Collective Bargaining Negotiating Committee, shall be allowed time off for official Lodge business, with the Mayor, with pay, and without requirement to make up said time; provided, however, that members of said Lodge's Collective Bargaining Negotiating Committee shall endeavor whenever practicable, to schedule official Lodge business with the Mayor during their off-duty hours.

### **SECTION 4. TIME OFF FOR FRATERNAL ORDER OF POLICE BUSINESS**

A.) All members covered by this Agreement who are Union officers of Cumberland Lodge No. 14 and who are on the 4:30 p.m. to 2:30 a.m. shift shall, with permission of the night commander, be allowed time off, with pay, for all regular monthly meetings of Cumberland Lodge No. 14; such time off shall not exceed three (3) hours per meeting. However, it shall be the privilege of the Chief of Police to regulate the time off for such meetings in the best interest of all concerned.

B.) Cumberland Lodge No. 14's State Trustee shall be allowed time off with pay to attend the monthly meetings of FOP Trustees under the same conditions that are set forth in the previous paragraph except that the time off shall not exceed five (5) hours per meeting.

C.) All employees covered by this Agreement who hold either a state or national office in the Fraternal Order of Police shall be allowed time off for their attendance at state or national meetings of the Fraternal Order of Police. Such time off shall not exceed seven (7) days in any one (1) calendar year.

## **ARTICLE II**

## **SECTION 1. MANAGEMENT RIGHTS**

The Town of Cumberland shall retain the right to issue, through the Chief of Police, rules and regulations governing the conduct of the police department.

## **ARTICLE III**

### **SECTION 1. SENIORITY**

Seniority of police officers shall be computed according to continuous service in each rank, except for patrol officers where seniority shall be computed according to continuous service from the date of the original employment by the Town at the start of said officer's probationary period, provided, however, that active service in the Armed Forces of the United States, served after appointment to the police department, shall be considered as part of said officer's continuous service.

### **SECTION 2. TENURE**

All Sergeants, Lieutenants, Captains, and the Deputy Chief shall have tenure and cannot be removed, except for cause, on charges preferred by the Chief of Police and after a hearing thereon, in accordance with State law (R.I.G.L. §42-28.6-1 et. al.).

### **SECTION 3. BARGAINING UNIT WORK**

Only bargaining unit members shall perform bargaining unit work of any nature whatsoever, provided however that the Deputy Chief and Captains shall be eligible for details and overtime in addition to the benefits included in Town of Cumberland Ordinance #02-33.

## **ARTICLE IV**

### **SECTION 1. VACANCIES - PATROL RANK**

As far as possible, the Chief shall continue to anticipate and plan in advance for filling vacancies in the rank of patrolmen/ women within sixty (60) days.

### **SECTION 2. VACANCIES - RANK OF SERGEANT THROUGH AND INCLUDING CAPTAINS**

The Mayor shall continue to anticipate and plan for filling vacancies in senior officer's ranks. The Mayor shall make promotions within ten (10) days after a vacancy occurs. Should a promotion not be made within ten (10) days after a vacancy occurs, the candidate ranked first as a result of testing shall be promoted. The promotion shall be posted within ten (10) days in several areas of the police stations.



### **SECTION 3. PROMOTIONS**

Promotions to the rank of Deputy Chief, Captain, Lieutenant and Sergeant shall be made by the Mayor, as prescribed by the Charter, the Ordinances of the Town of Cumberland and the following procedure:

#### **A) ELIGIBILITY:**

(1) **DEPUTY CHIEF:** Captains, Lieutenants, and Sergeants shall be eligible for the Deputy Chief's position.

(2) **CAPTAIN:** Lieutenants, Sergeants and Cumberland police officers with 10 years of service shall be eligible for the Captain's position.

(3) **LIEUTENANT:** Sergeants and Cumberland police officers with 10 years of service shall be eligible for the Lieutenant's position.

(4) **SERGEANT:** Cumberland Police officers with 5 years of service shall be eligible for the Sergeant's position.

When vacancies exist in more than one of the above ranks at the same time, the highest rank will be promoted first.

If a member retires or is demoted prior to the eligibility list expiring the Mayor must select from the existing list.

#### **B) TESTING PROCEDURE**

(1) **WRITTEN EXAMINATION:** The written examination will be directed by the Chief of Police. The examination will be supplied by a recognized testing company.

(2) **ORAL EXAMINATION:** Examination given by the Chief of Police of the Town in a manner prescribed by him prior to the written examination. The Oral Board shall consist of three (3) officers from an outside department of equal or greater rank than the rank that is being tested for. The results of the oral examination will be given to the officer prior to the written examination.

(3) **DEPUTY CHIEF:** Testing of the Deputy Chief shall be conducted by an Oral Board consisting of three (3) officers from an outside department of equal or greater rank than that of Deputy Chief. The Mayor shall select from the top three (3) candidates as rated by the Oral Board.

#### **C.) SCORING PROCEDURE**

(1) The maximum score that can be obtained on the written examination is seventy-five (75). (75 points maximum out of a total possible point score of 100).

(2) Oral examination: Twenty (20) (20 points maximum). The total points shall consist of the following:

5 Points – Chief of Police; up to 5 points may be awarded by the Chief in his discretion. The Chief shall take into consideration the candidate’s overall performance as a police officer including, but not limited to, letters of commendation, performance evaluations, letters of merit, etc. Chief points, if any, shall be awarded and posted prior to the Oral Board.

15 Points – Oral Board; up to 15 points may be awarded by an Oral Board examination. The scoring sheet will be signed and dated by each member of the Oral Board for each individual candidate.

3) Education Incentive: up to 5 points will be awarded for college degrees. The Oral Board examination date shall be used when determining and allocating total college credits or degree status.

30 Credits but less than 60.....	1 Point
60 Credits (Associate Degree).....	2 Points
Greater than 60 but less than 120 .....	3 Points
Bachelor’s Degree.....	4 Points
Master’s Degree/Doctorate .....	5 Points

4) Bonus points will be awarded to all. Bonus points shall consist of one (1) point for each completed year of police service, up to but not exceeding a maximum of twelve (12) points.

5) The Final Score will be the total of the oral and written score plus the Education Incentive and the Bonus Points.

**D.) SELECTION FROM TOP THREE FINISHERS**

The Mayor shall make all promotions from among the three (3) top scorers on each test. If two (2) or more candidates are tied, the officer with most seniority shall bump the other officer(s). This provision shall include the rank of Deputy Chief.

**E. ELIGIBILITY LIST**

An eligibility list shall be established by Administration of the aforementioned testing procedure for the following ranks.:-

1. Captain
2. Lieutenant
3. Sergeant

Testing for the rank of Captain, Lieutenant and Sergeant will be held once each year during the months of March and April for the purpose of establishing a promotional eligibility list. Said eligibility list shall be effective for one (1) year (365) days from the date of posting. The eligibility list shall be posted within fourteen (14) days after the completion of the testing. Vacancies within these ranks shall be filled from the eligibility list in accordance with this agreement. Calculation of years of service for eligibility shall be as of March 1<sup>st</sup> of each year.

The reading list and written exam date/s shall be posted not less than sixty (60) days prior to the date of the written test/s.

## **ARTICLE V**

### **SECTION 1. DUTIES**

The duties of the officers of the police department shall consist of the prevention and investigation of crime and the enforcement of the laws and ordinances of the Town of Cumberland, and the statutes of the State of Rhode Island; and such other necessary auxiliary, administrative, and service functions presently conducted by the police department; and such other duties as are or may be prescribed by the Chief of Police in accordance with the laws of the State of Rhode Island and the United States in such cases made and provided.

### **SECTION 2. DETAILS TO OTHER DEPARTMENTS**

The Town of Cumberland agrees that officers of the police department whose duties are defined in Article V, Section 1 aforementioned, shall be detailed to other departments of the Town for the performance of police duties only.

### **SECTION 3. TRANSFERS TO OTHER DIVISIONS**

A) The transfer to different divisions within the police department shall be made by the Chief of Police.

B) Vacancies for Full-Time Specialized Assignments (excluding temporary and/or special assignment(s); examples (Detective, Accreditation Manager, Traffic Officer, School Resource Officer, DARE, etc.):

- (1) An oral board comprised of three (3) police officers from outside agencies of equal or greater rank than the vacancy or officers who perform similar duties.
- (2) The Chief of Police will choose from the top three finishers.
- (3) If only one (1) applicant for a position, the selection process may be waived.

The department will create one rotating detective position which will last one calendar year. The officer will be selected by the Chief and Detective Commander after soliciting letters of interest. Any officer who has previously served one (1) year may not serve a consecutive year unless there are no applicants for the position.

## **ARTICLE VI**

### **SECTION 1. HOURS**

A) The regular work week for all members of the bargaining unit shall be forty (40) hours in length. Said work week shall consist normally of four (4) ten (10) consecutive hour tours of duty within a seven (7) day period, and whenever practicable, shall consist of four (4) consecutive ten (10) hour days.

B) A day shall be defined as a consecutive twenty-four (24) hour period commencing at the starting time for the first shift. On the 1st Sunday of July, October, January, and April, the work schedule shall be changed to afford each member of the bargaining unit, as far as practicable, equitable variations in days off.

C) Members who work on an administrative schedule will work five (5) consecutive 8 hour days, which will normally be but not limited to, Monday through Friday. They will also receive all recognized holidays off if said holiday falls on a scheduled work day.

C) In applying the aforesaid, the Chief of Police shall make adjustments, at his discretion, which shall promote department efficiency.

### **SECTION 2. OVERTIME - COMPENSATORY TIME**

All police officers who work over forty (40) hours per week shall be compensated for all hours worked in excess of forty (40) hours by compensatory time, except as provided in this Agreement. Officers shall be entitled to one and one-half hours compensatory time for each hour worked in excess of forty (40) hours in any work week, provided, however, that no compensatory time shall be credited until the officer has worked in excess of forty (40) hours in any work week. If an officer does not work forty (40) hours, in any work week, any hours worked, including court time, shall be compensated on a straight time basis. Compensatory time of one (1) hour shall be allowed when the officer works for a period in excess of fifteen (15) minutes in any hour in excess of forty (40) hours in any work week.

### **SECTION 3. COMPENSATORY TIME: PROCEDURE FOR PAYMENT**

Compensatory time is to be paid in cash. However, police officers covered by this Agreement may, in lieu of monies for Overtime, Call Back, or Court Time, accumulate hours during the fiscal year (July 1 through June 30) which may be taken in part or whole, as "time off" with the approval of the Chief of Police or the Shift Commander if the Chief is not

available. This "time off" must be taken in a manner that will not create an unjust burden on the work schedule of the Cumberland Police Department. The Chief will implement a policy attached as Addendum 1, related to the cancellation of compensatory time. In the event it is necessary that compensatory time be cancelled, an officer scheduled to be absent due to compensatory time will receive 48 hours' notice of the cancellation.

#### **SECTION 4. CALL BACK PAY**

A) All police officers covered by this Agreement who are called back to duty, after having been released from duty or off duty, shall be compensated a minimum of four (4) hours at the rate of time and one-half (1 1/2) compensatory time.

B) All officers who work in excess of four (4) hours shall be compensated at a rate of time and one-half (1 1/2) as set forth in Section 3 hereof.

C) Any officer who is called back to duty shall not be required to work or remain on duty and perform any other duties other than those for which the officer was called back to perform.

### **ARTICLE VII**

#### **SECTION 1. VACATIONS**

A) Vacation periods shall commence with the fiscal year starting July 1. All officers of the Cumberland Police Department appointed after July 1, and before June 30th shall be entitled to three (3) hours and twenty (20) minutes vacation for each month completed.

B) All officers of the Cumberland Police Department who have been continuously in the employ of the Town of Cumberland as police officers for at least one (1) year and less than three (3) years, shall be entitled to two (2) weeks vacation with full pay.

C) All officers of the Cumberland Police Department who have been continuously in the employ of the Town of Cumberland as police officers for three (3) years and less than nine (9) years, shall be entitled to three (3) weeks vacation with full pay.

D) All officers of the Cumberland Police Department who have been continuously in the employ of the Town of Cumberland as police officers for nine (9) years and less than fourteen (14) years, shall be entitled to four (4) weeks vacation with full pay.

E) All officers of the Cumberland Police Department who have been continuously in the employ of the Town of Cumberland as police officers for fourteen (14) years and less than nineteen (19) years shall be entitled to five (5) weeks vacation with full pay.

F) All officers of the Cumberland Police Department who have been continuously in the employ of the Town of Cumberland as police officers for nineteen (19) years or more shall be entitled to six (6) weeks vacation with full pay.

G) A vacation week for an officer shall commence with the calendar day immediately following his/her regular days off.

H) Each officer will have two personal days to use during each fiscal year. Personal days cannot be denied and notice must be given at least two hours in advance of beginning shift. Effective January 1, 2015, personal days will be allocated to personnel on January 1.

I) Vacation time may be transferred between officers with the approval of the Chief in emergency situations.

J) The anniversary date for vacation shall be July 1 and any officer due additional vacation time due to the hiring date falling within a fiscal year will receive the vacation time on July 1 of that fiscal year. Effective January 1, 2015, vacation allotment will be allocated to personnel on January 1.

K) Vacation requests are submitted to the Chief between December 1 and December 5 for the upcoming calendar year. Effective January 1, 2015, vacation allotment will be allocated to personnel on January 1.

## **SECTION 2. UNUSED VACATIONS**

Up to two (2) weeks of unused vacation time may be automatically carried over to the next fiscal year. An additional two (2) weeks of unused vacation time may be carried over to the next fiscal year with the Chief of Police's permission, in writing, prior to the end of the fiscal year. However, in no event shall an officer be entitled to accumulate more than eight (8) total weeks of vacation.

## **SECTION 3. SENIORITY - VACATIONS**

A) Vacations will be granted by seniority within rank so that a patrolman/woman may take vacations at the same time as higher ranking officers.

B) Vacation requests are submitted to the Chief between December 1 and December 5 for the upcoming calendar year. Vacation requests shall be submitted to the Chief of Police or his designee, and the date and time shall be recorded on the vacation request card when it is submitted. The vacation request will be granted unless a senior member, as defined within this agreement, has submitted a request within five (5) calendar days of the prior request. If no other vacation request is submitted during the five (5) calendar days, then the officer's vacation request shall be approved by the Chief or his designee. Any selection made after December 5<sup>th</sup> will be made on a first come, first serve basis and without regard to seniority. When all officers of each shift have chosen their two (2) weeks, the same procedure

will be used until all weeks are accounted for. However, no officer will be granted more than four (4) consecutive weeks vacation at any time without the approval of the Chief of Police. Up to two vacation weeks may be broken up into single days at the discretion of the employee. Once a vacation request has been approved, an officer cannot be bumped or refused vacation unless there is a bona fide emergency declared by the Chief which would require the need for officers to be on duty.

C) The Town shall select holdovers according to seniority in the department.

#### **SECTION 4. PAID HOLIDAYS**

A) All police officers will be paid for holidays whether they work on the holiday or not.

**EXCEPTION:** Any officer on sick leave at the time of the holiday will receive sick pay only and not holiday pay.

B) The following shall be paid holidays for all officers of the Cumberland Police Department:

- |                                 |                      |
|---------------------------------|----------------------|
| 1. New Year's Day               | 8. Fourth of July    |
| 2. Martin Luther King Day       | 9. Labor Day         |
| 3. Presidents Day               | 10. Columbus Day     |
| 4. Easter Sunday                | 11. Veteran's Day    |
| 5. RI Independence Day (May 4)  | 12. Thanksgiving Day |
| 6. Police Memorial Day (May 15) | 13. Christmas Day    |
| 7. Memorial Day                 |                      |

#### **SECTION 5. HOLIDAY OVERTIME PAY**

Any work in excess of ten (10) hours on a holiday shall be paid for at double the regular straight time hourly rate.

Officers working (not using sick, comp, or vacation time, etc.) on a holiday will be paid at 1.5 times the scheduled rate of pay.

#### **SECTION 6. REGULAR HOLIDAY PAY**

Each officer of the Cumberland Police Department shall be paid holiday pay for each of the aforementioned paid holidays using the following formula: each officer's salary shall be divided by fifty-two (52) to determine weekly salary and one-fourth (1/4) of the weekly salary will determine the holiday pay for that individual officer.

#### **SECTION 7. MATERNITY/PATERNITY LEAVE**

Upon the birth or adoption of a child/children an officer shall receive one (1) week of paid maternity/paternity leave to be taken within seven (7) days of the birth or adoption of said child/children and the spouse or child's release from the hospital; or other extenuating circumstances as may be determined by the Chief of Police.

## **ARTICLE VIII**

### **SECTION 1. CLOTHING ALLOWANCE**

A) A clothing fund for all officers of the Cumberland Police Department shall be established. A new appointee shall be furnished the necessary clothing and equipment as determined by the Chief of Police. However, if a new appointee resigns or is removed from service, within one (1) year, all clothing and equipment furnished shall be returned to the Chief of Police.

B) Each officer of the department with one (1) year, or more of service shall be entitled to an allowance of one thousand, three hundred fifty (\$1350.00) dollars per year for replacement and maintenance of clothing or equipment to be paid to the individual officer within the first two (2) weeks of July. However, any officer absent from work due to sickness for three (3) consecutive months shall receive a pro-rated portion of his or her clothing allowance in the July following such sick leave period.

C) Any officer resigning or terminating his/her service with the Town shall return all equipment to the Chief of Police, who will itemize the equipment received and give a receipt therefore.

D) The Town shall replace clothing and equipment and other personal property normally worn by employees in their regular duties when they are destroyed or damaged in the course of said officer's duties. A detailed written report stating the circumstances relating to said damage shall be made to the superior officer at the end of the tour of duty.

E) Protective Body Vests. The Town, recognizing the importance of police officer safety, shall provide fitted protective body vests, with the approval of the Chief of Police, to each employee so requesting. It shall then be the responsibility of the employee to maintain the vest and show it upon request by the Chief of Police, or his designee, at the start of their regular shift. If an employee wishes to upgrade the vest, he must pay for the additional costs. At the conclusion of the warranty period, expected to be 5-6 years, and upon return of the obsolete vest, the Town shall provide a new vest to the employee, if he/she so requests. The vest becomes the property of the officer who it was issued to unless he/she requests a replacement.

### **SECTION 2. CLEANING ALLOWANCE**

Beginning January 1, 2014 each officer shall receive a clothing cleaning allowance of seven hundred (\$700.00) dollars per year: Three hundred fifty (\$350.00) dollars shall be paid within three (3) weeks after July 1, and Three hundred fifty (\$350.00) dollars shall be paid



within three (3) weeks after January 1. However, any officer absent from work due to sickness for three (3) consecutive months shall receive a prorated portion of his/her cleaning allowance in the following July or January, whichever is closer to said sick leave period.

## **ARTICLE IX**

### **SECTION 1. SICK TIME** (Illness or injury not incurred in the line of duty).

A) All officers covered by this Agreement shall receive sick leave as hereinafter provided in Section 2. The Chief of Police may, after an officer has been absent from work because of illness for two (2) consecutive days or more on sick leave, require the employee to furnish a doctor's certificate of his/her illness or injury and inability to perform police duties, or, the Chief of Police may at such time require an employee on sick leave to be examined by a physician of the Town's own choosing to determine the employee's medical condition. In the event that the doctor chosen by the employee and the doctor chosen by the Town shall disagree on the officer's inability to perform police work due to illness or injury, the two (2) doctors so chosen shall choose a third doctor to examine the employee and the opinion of the third doctor shall be binding upon the parties hereof. The cost and fees of the third doctor shall be borne equally by the parties hereto.

B) Any officer who has used sick leave on ten (10) separate occasions (regardless of the amount used on each occasion) will be required to provide a physician's note for each subsequent occasion. Injured on duty time will not be counted as an occasion for this section. If any officer uses sick leave for two or more consecutive days and provides the physician's note required by the contract this will be considered one occasion for this section.

### **SECTION 2. SICK LEAVE BANK/SICK LEAVE TIME & BUY BACK**

A) All officers of the Cumberland Police Department as of July 1, 1995 shall be credited with a sick leave bank of fifty (50%) percent of an officer's current years of service multiplied by one hundred eighty (180), up to a maximum of eighteen hundred (1800) hours (the "Sick Bank"). The aforesaid Sick Bank shall have no cash value. Beginning as of July 1, 1995, each employee shall be credited with one hundred eighty (180) hours per year of sick leave time, earned at the rate of fifteen (15) hours per month of service, with full pay, with a maximum accrual of eighteen hundred (1800) hours. Upon an officer's retirement, the officer shall be entitled to receive a lump sum cash payment from the Town of Cumberland of fifty (50%) percent of the employee's sick leave time accrued from July 1, 1995. Any sick leave time utilized by an officer shall first be deducted from the officer's Sick Bank earned as of July 1, 1995, before deducting the sick days from the officer's current sick leave time. The Town of Cumberland agrees to maintain separate lists showing all employees' current Sick Bank and all employees' current sick leave time.

B) Sick time may be transferred between officers only with the approval of the Chief in emergency situations. Such sick time shall have no cash value.

C) An officer shall be entitled to take up to seven (7) sick days for immediate family.

**SECTION 3. SICK TIME INCENTIVE.**

A. Any officer of the Cumberland Police Department who does not use any sick day(s) for the time period from January 1<sup>st</sup> to June 30<sup>th</sup> shall receive an attendance bonus of Two Hundred and Fifty Dollars (\$250.00) to be paid in the month of July.

B. Any officer of the Cumberland Police Department who does not use any sick day(s) for the time period from July 1<sup>st</sup> to December 31<sup>st</sup> shall receive an attendance bonus of Two Hundred and Fifty Dollars (\$250.00) to be paid in the month of January.

**ARTICLE X**

**SECTION 1. INJURIES INCURRED IN THE LINE OF DUTY**

Police officers who are injured or contract an illness in the line of duty shall receive full salary while their incapacity exists, or until they are placed on Disability Retirement, in accordance with applicable State law at the time of suffering the injury or contracting the illness and applicable Town ordinances, or until the officer returns to duty. All injuries and illnesses contracted in the line of duty or occurrences of said injuries or illnesses shall be reported as required by Department regulation.

In such instances as required by statute, the Town shall pay for all medical care and hospitalization of those officers who are injured or contract illnesses in the line of duty, but shall pay only those amounts in excess of payments made through Blue Cross & Physician's Service as herein provided.

**SECTION 1B. HEART DISEASE PRESUMPTION**

It shall be presumed that any officer who shall suffer from any Heart related condition that said illness was incurred in the line of duty.

*It was agreed between the parties that hypertension will no longer be presumed to have occurred in the line of duty.*

**SECTION 1C. DISABILITY RETIREMENT**

In accordance with the provisions of R.I.G.L. §45-19-19, the parties to this Agreement agree that the Mayor will submit a disability retirement ordinance to the Town Council for consideration.

**SECTION 2. MEDICAL CARE FOR INJURIES INCURRED IN THE LINE OF DUTY (IOD)**

A) When an officer has suffered a minor injury in the line of duty which does not require the care of a physician, a report on the injury and treatment shall be made to the Chief of the department in accordance with regulations.

B) 1. 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. In order for any police officer to be initially carried IOD he/she must seek medical attention for their injury within a reasonable period not to exceed seventy-two (72) hours following the injury and shall submit a statement/report from the hospital or treating physician to his/her 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 or leave without pay if the officer has no available sick time. 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 or leave without pay if the officer has no available sick time. 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 or leave without pay. 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.

2. 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 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. 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 union 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.

3. 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 B 1. 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. 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 Union 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 collective bargaining agreement shall apply.

4. 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 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.

5. 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 than 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 on an IOD status.

6. 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 or within a reasonable time thereafter) 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).

7. 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.

i) 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 in the area of the complaint of the injured officer. 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. 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 Collective Bargaining 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.

ii) 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 related to or supportive of work performed by the bargaining unit. 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 (in order to aid the function or unless a dispatcher is not available to return to duty).
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 of Police or his designee.

iii) An officer shall promptly, upon first receiving information regarding his/her availability for light duty, inform the Chief of Police 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 of Police 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 and all officers returning to light duty shall return to light duty on a shift determined to be most advantageous to the efficiency of the Police Department by the Chief or his/her designee subject to consideration by the Chief or designee as to documented undue hardship suffered by the officer. 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 Cumberland 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 Union 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 hereinabove 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 collective bargaining agreement shall apply.

8. **Subrogation.** Whenever an injury or sickness, for which benefits are paid under any applicable provision of the Collective Bargaining 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 Cumberland 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.

**C) 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.

1) **Questionable Conduct:** When the actions or conduct of a Police Officer leads others to believe that he/she may not be rational and/or there is any question of mental or physical inability to perform the functions of the job, it is incumbent upon management to take immediate actions.

2) **Determination of a Licensed Psychiatrist/Physician:** If there is any doubt, on the part of the Chief of Police or designee as to the mental or physical fitness of a police officer based upon written documentation of said physical or mental condition, that officer may be ordered to seek the assistance of a licensed psychiatrist/physician. The Town will document the reasons for its decision. In the event the psychiatrist/physician 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 of Police and his/her firearm and identification confiscated .

3) **Sick Leave and Re-evaluation:** The police officer will receive sick leave pay for a period not to exceed sixty (60) calendar days during which time a re-evaluation shall be made by the psychiatrist/physician who originally examined the police officer. If deemed unfit for duty by the psychiatrist/physician, the police officer shall be placed on sick leave in accordance with the terms and conditions of this agreement.

4) **Selection of a Psychiatrist/Physician:** The Chief of Police and the Executive Board of the Union shall select a psychiatrist/physician and an alternate to utilize in the event this provision must be invoked. These selections shall be made within one hundred twenty (120) calendar days from the execution of this contract and may only be changed thereafter by mutual agreement of the Chief of Police and the Executive Board of the Union.

**ARTICLE XI**

**SECTION 1. RULES AND REGULATIONS**

The Town of Cumberland agrees to furnish each police officer with a complete set of rules and regulations governing the police department and any additions or amendments thereto.

**ARTICLE XII**

**SECTION 1. ANNIVERSARY DATE FOR PAY PURPOSES**

The anniversary date of officers hired prior to July 1, 2013 shall be the date the officer entered the police academy for pay purposes. The anniversary date of officers hired after July 1, 2013 shall be the date the officer was sworn into the Cumberland Police Department.

**SECTION 2. SALARIES**

(A) Effective July 1<sup>st</sup>, 2014, the following salary plan shall be the official pay plan for the pay classifications listed herein.

<b>CLASS TITLE</b>	<b>ANNUAL RATE</b>
Patrolman/woman (Probationary)	\$44,577.957
Patrolman/woman (After three (3) years service)	\$54,518.133
Patrolman/woman (After five (5) years service)	\$55,309.524
Patrolman/woman (After eight (8) years service)	\$56,378.324
Sergeant	\$60,441.656
Lieutenant	\$62,326.470
*Captain	\$66,362.728
*Deputy Chief	\$71,079.940

(B) Effective July 1<sup>st</sup>, 2015, the following salary plan shall be the official pay plan for the pay classifications listed herein.

<b>CLASS TITLE</b>	<b>ANNUAL RATE</b>
Patrolman/woman (Probationary)	\$45,915.296
Patrolman/woman (After three (3) years service)	\$56,153.677
Patrolman/woman (After five (5) years service)	\$56,968.810
Patrolman/woman (After eight (8) years service)	\$58,069.674
Sergeant	\$62,254.905
Lieutenant	\$64,196.264



*Captain	\$68,353.610
*Deputy Chief	\$73,212.339

(C) Effective July 1<sup>st</sup>, 2016, the following salary plan shall be the official pay plan for the pay classifications listed herein.

<b>CLASS TITLE</b>	<b>ANNUAL RATE</b>
Patrolman/woman (Probationary)	\$47,522.331
Patrolman/woman (After three (3) years service)	\$58,119.056
Patrolman/woman (After five (5) years service)	\$58,962.718
Patrolman/woman (After eight (8) years service)	\$60,102.112
Sergeant	\$64,433.827
Lieutenant	\$66,443.133
*Captain	\$70,745.986
*Deputy Chief	\$75,774.771

Non-salary stipend: Upon execution of this Collective Bargaining Agreement by both the Town and the FOP the members of the bargaining unit shall receive a \$750 one-time payment with no impact on pay scale, pension, or any other compensation related items.

\*Wages/Salaries for positions of Captain and Deputy Chief are included for informational purposes only and as may be required by Chapter 2, Section 2-57 of the Cumberland Code of Ordinances. Neither position is included in the Cumberland Lodge #14 FOP. Wages/Salaries for the positions of Captain and Deputy Chief were determined independent of this Collective Bargaining Agreement and were not negotiated by the FOP.

**SECTION 3. DETECTIVE DIFFERENTIAL**

Each detective shall receive a further two hundred (\$200.00) dollars in salary in addition to the salaries listed above. This shall include Patrol, Sergeants, Lieutenants, and Captains that are assigned to the Detective Division.

**SECTION 4. NIGHT DIFFERENTIAL, SECOND SHIFT**

Employees permanently assigned to the second shift (4:30 p.m. - 2:30 a.m.) shall receive as salary additional compensation of one percent (1%) per week over and above that set forth in Section 2.

**SECTION 5. NIGHT DIFFERENTIAL, THIRD SHIFT**

Employees permanently assigned to the third shift (9:30 p.m. - 7:30 a.m.) shall receive as salary additional compensation of two percent (2%) per week over and above that set forth in Section 2.

## **SECTION 6. EDUCATIONAL INCENTIVE**

Each officer that has earned a Bachelor's Degree in an area of study related to law enforcement will receive an annual educational incentive of \$250.00 paid within the first two weeks of July. Each officer that has earned a Master's Degree or Doctorate Degree in an area of study related to law enforcement will receive an annual education incentive of \$500.00. For example, an officer with a Bachelor's Degree in management and a Master's Degree in criminal justice would receive an educational incentive of \$500.00.

## **SECTION 7. ACCREDITATION INCENTIVE.**

There shall be an annual accreditation incentive paid to each member of the department as long as the department remains accredited by CALEA (Commission on Accreditation of Law Enforcement Agencies). Each member of the department shall receive an incentive payment of \$500.00 every January and July.

Incentive payments shall continue to be paid as aforementioned so long as the department remains accredited by CALEA. Should departmental accreditation be lost for any reason in the future, other than the Town's intentional failure to apply for or actively seek continued accreditation, the accreditation incentive payments made under this Article shall cease. Should accreditation be lost solely because the Town chooses not to maintain accreditation, or the Town does not actively seek to maintain accreditation, the incentive payments to all officers shall continue at the annual rate set forth above.

## **ARTICLE XIII**

### **SECTION 1. GRIEVANCE PROCEDURE**

A) Alleged grievances of members of the police department regarding wages, rates of payment, working conditions or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof shall be handled in accordance with the following grievance procedure:

B) The Cumberland Lodge 14 of the Fraternal Order of Police and the individual member or the Union President (or designee) on behalf of a group of officers of the Cumberland Lodge 14 shall present a grievance in writing within twenty (20) days of having knowledge of the incident complained of to the Chief of Police, or his duly appointed representative in the event the Chief of Police is absent from his normal duties. Within twenty (20) days after the receipt of said grievance, the Chief of Police or his duly appointed representative shall discuss with the aggrieved officer(s) and an FOP representative and shall issue a written answer to the grievance. If no decision is received from the Chief of Police or his duly appointed representative within the time specified, and the time has not been extended by mutual agreement of the Chief, the grievant or the Union, the grievance will be deemed to have denied.

C) Every attempt shall be made on the part of all parties to resolve the dispute at that time.

D) If the grievance cannot be resolved, either the Cumberland Lodge 14 or the Town of Cumberland may request assignment of an arbitrator by the American Arbitration Association to serve as chair of a three member arbitration panel with one member selected by the Town and one member selected by Lodge No. 14. The rules of the American Arbitration Association shall be followed by the panel in rendering its decision.

E) The decision handed down by a majority of the panel shall be binding upon the parties hereto.

F) Fees and necessary expenses of the chairperson, only, shall be borne equally by the parties.

## ARTICLE XIV

### SECTION 1. HEALTH INSURANCE COVERAGE

A) All officers hired prior to July 1, 2013 shall be entitled to the following health care:

i) Beginning on July 1, 2014, the Town will provide to and administer for all active members an IRS qualified Health Savings Account (HSA) Plan containing the full \$2,000 single and \$4,000 family amount required to fund a calendar year based \$2,000/\$4,000 deductible plan. Active members of the FOP shall reimburse the Town 50% of the HSA contribution by payroll deduction throughout the year. Beginning January 1, 2015 the Town will begin submitting that payment every January 1st with the same employee reimbursements. Upon retirement or separation from employment with the Town, an Officer shall be responsible for reimbursing the Town for the Officer's portion of the HSA contribution already made by the Town. The Town may elect to withhold that contribution from any severance owed or future pension payments.

Officers on a single plan who have children after January 1<sup>st</sup> of any calendar year will be provided with either the HSA plan outlined above or health care coverage with benefits equivalent to the HSA plan, unless an equivalent health care plan is not available in which event the Town will provide a comparable health care plan, with equivalent officer's costs and expenses of the existing HSA healthcare. In either case the co-share shall increase to the payroll deduction, weekly or bi-weekly as the case may be, had the Officer been on the HSA family plan the entire calendar year (i.e. equal to \$38.46 per week for Officers hired prior to July 1, 2013 and \$76.92 per week for Officers hired after July 1, 2013). In other words, the Officer

would not be responsible for reimbursing the Town for the difference between the single and family plans for the entire year; the reimbursement would be prorated based on when the Officer's family coverage begins. The Town shall fully front load the additional deductible for the HSA account for those children placed on an HSA plan.

The Town agrees to assume the full cost of coverage in excess of the deductible for eligible health care expenses.

ii) Health care in retirement: All officers hired prior to July 1, 2013 who complete 15 years of service shall be eligible to receive Health Care coverage in retirement once twenty (20) complete years from hire date have elapsed. The Town shall provide Health Care in retirement equal to the coverage provided to the Officer pursuant to the Collective Bargaining Agreement under which he or she retired (and his or her family, if applicable), unless those plan benefits are changed by the health care provider or changed outside of the control of the Town, in which case the Town shall provide Health Care comparable to the coverage provided to the Officer pursuant to the Collective Bargaining Agreement under which he or she retired (and his or her family, if applicable). The member and/or spouse shall apply for Medicare when eligible. The Town will maintain its previous coverage until the retiree's Medicare coverage is effective as long as the retired Officer makes a timely Medicare application.

In retirement and before Medicare eligibility the Town shall be permitted to require a \$3,000.00 yearly deductible.

In the event the officer selects the family health care plan of his or her spouse, the Town agrees to reimburse the officer and/or spouse for all eligible health care expenses in excess of what the officer/spouse would incur had the officer remained on the Town's health care plan then in existence.

iii) Retirees and/or spouses who are eligible shall enroll in Medicare. Retirees and/or spouses shall enroll in Medicare when eligible and the Town will maintain its previous coverage until the retiree's Medicare coverage is effective as long as the retired Officer makes a timely Medicare application. However, upon Medicare enrollment the Town shall continue to provide the healthcare benefit level, service level and network level made available prior to the retiree's Medicare eligibility at no additional cost to the retiree and/or spouse. The Town shall continue to pay any costs to the retiree and/or spouse associated with Medicare, including healthcare, prescription drugs, and any penalties, interest or enrollment fees.

**B)** All officers hired after July 1, 2013 shall be entitled to the following health care:

ii) Health Care for Officers hired after July 1, 2013: Beginning on July 1, 2014 the Town will provide to and administer for all Officers hired after July 1, 2013 an IRS qualified Health Savings Account (HSA) Plan containing the full \$2,000 single and \$4,000 family amount required to fund a calendar year based \$2,000/\$4,000 deductible plan. Those Officers shall reimburse the Town 100% of the HSA contribution by payroll deduction throughout the year. Beginning January 1, 2015 the Town will begin submitting that payment every January 1st with the same employee reimbursements via payroll deduction. Upon retirement or separation from employment with the Town an Officer shall be responsible for reimbursing the Town for the Officer's portion of the HSA contribution already made by the Town. The Town may elect to withhold that contribution from any severance owed or future pension payments. The Town agrees to assume the full cost of coverage in excess of the deductible.

ii) Officers hired after January 1<sup>st</sup> of any calendar year will be provided with either the HSA plan outlined above or health care coverage with benefits equivalent to the HSA plan, unless an equivalent health care plan is not available in which event the Town will provide a comparable health care plan, with equivalent officer's costs and expenses of the existing HSA healthcare. In either case the co-share shall be equal to the payroll deduction, weekly or bi-weekly as the case may be, had the Officer been on the HSA plan the entire calendar year (i.e. equal to \$38.46 per week for a single plan and \$76.92 per week for a family). In other words, the Officer would not be responsible for reimbursing the Town the full \$2,000 (single) or \$4,000 (family); the reimbursement would be prorated based on when the Officer's coverage begins. The Town shall fully front load the HSA account for those Officers placed on an HSA plan.

iii) Health Care in retirement for Officers hired after July 1, 2013: Officers hired after July 1, 2013 shall not receive any health care in retirement, nor any contribution towards the purchase of health care.  
•All officers agree to coordinate health care benefits:

**C) Coordination of Benefits:** A spouse of an Officer hired after July 1, 2013 with a health care plan available from another source must agree to take the other plan. If a spouse does not cooperate with coordination within a reasonable time the Town shall have the ability to remove the spouse from the Town provided health care.

A spouse of an Officer hired on or before July 1, 2013 is entitled family coverage under in his/her spouse's HSA, whether or not he/she has health care coverage available from another source.

Spouses returning to the plan after January 1<sup>st</sup> of any calendar year will be provided with either the HSA plan outlined above or health care coverage with

benefits equivalent to the HSA plan, unless an equivalent health care plan is not available in which event the Town will provide a comparable health care plan, with equivalent officer's costs and expenses of the existing HSA healthcare. In either case the co-share shall increase to the payroll deduction, weekly or bi-weekly as the case may be, had the Officer been on the HSA family plan the entire calendar year (i.e. equal to \$38.46 per week for Officers hired prior to July 1, 2013 and \$76.92 per week for Officers hired after July 1, 2013). In other words, the Officer would not be responsible for reimbursing the Town for the difference between the single and family plans for the entire year; the reimbursement would be prorated based on when the Officer's family coverage begins. The Town shall fully front load the additional deductible for the HSA account for those spouses placed on an HSA plan.

In retirement, an officer eligible for health care in retirement from the Town who has a plan available from another source by virtue of the retired officer's post retirement employment must agree to take the health care plan from the other source. If a retiree does not cooperate with coordination within a reasonable time the Town shall have the ability to remove the retiree from the Town provided health care. The spouse of a retiree eligible for health care in retirement from the Town that has healthcare available from another source must agree to take the health care plan from the other source. If a retiree spouse does not cooperate with coordination within a reasonable time the Town shall have the ability to remove the spouse from the Town provided health care. The total health care deductible shall be \$3,000.00 in retirement. In the event a spouse or retiree is no longer eligible for health care from another source then the retiree and/or spouse, if eligible, may come back onto the plan.

Should any officer hired prior to July 1, 2013 not be eligible to participate in an HSA plan due to any federal law that would prohibit participation, that member shall be provided health care coverage equal to the health care coverage provided to then current active officers, unless an equal health care plan is not available and the Town will provide a comparable health care plan with equivalent officer's costs and expenses of the existing HSA healthcare, unless ineligibility is determined by coverage in another health care plan of the officer and/or spouse.

In all coordination of benefits scenarios the Town will make the member financially whole by reimbursing expenditures over the maximum eligible expenditure on the Town plan (i.e. \$2,000 for active and \$3,000 for a retiree). Reimbursement shall apply to all expenses that would have been covered by the Town plan and include, but are not limited to, any co-share payments required to receive health care, any office visit co-pays, and any in- and out-of-network payments that would have been covered under the Town provided health care. Active or retired members or spouses who have health care with a non-Town contracted health care insurer or third party administrator shall not be denied coverage as a result of co-ordination of benefits, where the benefit/health care provider (i.e. Hospitals, doctors, pharmacies, etc) would have been available under the town health care plan then in effect.

The Town shall agree to retain a qualified third-party administrator ("TPA") to ensure that reimbursements are made within a reasonable time. Where available the TPA will schedule to reimburse any predictable costs, such as payroll deductions for co-shares, within 24 hours of the cost incurred. The TPA shall provide any and all information necessary to allow any approved providers to bill the Town directly. Where costs are not predictable and cannot be paid directly by the Town the TPA must reimburse those expenses within a reasonable time, but in no event longer than ten (10) business days from request for reimbursement.

In no event, whether applicable to active or retired officers, shall any provision herein be construed to create duplicate coverage.

#### **SECTION 1A. DELTA DENTAL COVERAGE**

A) The Town of Cumberland agrees to assume the cost of the family coverage under Delta Dental - Levels 1, 2, 3, and 4 Plan.

B) The Town of Cumberland agrees to assume the cost of the family coverage under Delta Dental - Levels 1, 2, 3, and 4 Plan for all retired officers.

C) Officers whose spouses work for the Town of Cumberland shall receive one (1) family plan and the Town will pay for all costs that would have been paid if double coverage was in effect. Employees who receive medical coverage from an employer other than the Town of Cumberland shall be paid four hundred (\$400.00) dollars for medical coverage and one hundred (\$100.00) dollars for dental coverage, when waived.

#### **SECTION 1B. HEALTH INSURANCE COVERAGE AND DENTAL INSURANCE UPON THE DEATH OF ACTIVE POLICE OFFICER ELIGIBLE TO RETIRE OR RETIRED AT TIME OF DEATH.**

(Applies to the employees of the Cumberland Police Department as of July 1, 1992).

Upon the death of any police officer who was eligible to retire or is retired from the Town of Cumberland Police Department, the widow or widower shall be provided the same coverage at no cost until the officer's youngest dependent child reaches age 18, or the widow or widower remarries or dies.

#### **SECTION 2. LIABILITY INSURANCE BENEFITS**

The Town of Cumberland agrees to assume the cost of liability insurance for each officer of the Cumberland Police Department. The policy shall insure against the following risks:

## **COVERAGE "A"**

Allegations concerning: personal injury; false arrest; erroneous service of civil papers; false imprisonment; malicious prosecution; libel; slander; defamation of character; violation of property rights; violation of civil rights; and if occurring while making or attempting to make an arrest or while resisting an overt attempt to escape by a person under an arrest before such person has been or could have been brought before a magistrate or like official authorized to hold a preliminary hearing, assault and battery; provided that no act shall be deemed to be or result in personal injury unless committed in the regular course of duty by the insured officers.

## **COVERAGE "B"**

Allegations concerning: bodily injury, injury, sickness or disease sustained by any person accidentally caused by an act of the insured officer in making or attempting to make an arrest while acting within the scope of his duties as a law enforcement officer.

## **SECTION 3. LIFE INSURANCE BENEFITS**

All officers covered by this Agreement shall receive fully paid group term life insurance in the amount of \$30,000, the premium for which shall be paid by the Town. The officer shall have the right, upon retirement and until he/she reaches the age of sixty-five (65), to maintain at his/her own expense said policy at the rate paid by the Town for said insurance coverage, subject to the insurance company's consent. At age sixty-five (65), the retired officer shall have the right to maintain at his/her own expense fifty (50%) percent of said policy at the rate paid by the Town for said insurance coverage until he/she attains the age of seventy (70), subject to the insurance company's consent. Said insurance policy shall not be available to any police officer after the age of seventy (70).

## **SECTION 4. PENSION AT 15 TO 25 YEARS SERVICE FOR OFFICERS HIRED PRIOR TO JULY 1, 2013**

A) Any police officer who completes at least twenty (20) years of service as a police officer for the Town of Cumberland may retire, regardless of age, and shall receive all pension benefits to which said police officer is entitled immediately upon retirement pursuant to Town Ordinance which will include:

B) Effective July 1, 2006, upon completion of at least 20 years of service as a police officer for the Town of Cumberland said retiring police officer shall receive fifty-five (55%) percent of his/her base annual pay computed on the officer's last thirty-six (36) months' earnings. All officers hired prior to July 1, 2013 shall earn a 2.75% benefit for each completed year prior to July 1, 2013, and an additional 2.5% for each year of service completed after July 1, 2013.

C) Effective July 1, 2006 in the event an officer chooses to work beyond the 20 calendar year point, then his/her pension benefit shall be increased by one (1%) percent for each year worked after 20 years, up to a maximum of sixty (60%).



D) The Town of Cumberland shall continue to contribute towards the police retirement plan for the same benefits it did prior to the execution of this Agreement.

E) Each police officer shall contribute eight (8%) percent of base annual pay.

F) Retired officers will receive health benefits coverage as provided in this Agreement.

G) **BASE ANNUAL PAY.** Base pay for the purposes of a pension from the Town of Cumberland pension fund shall mean an officers salary, overtime, shift differential, longevity, holiday pay and any amount paid as an accreditation incentive as set forth in Article XII, Section 7.

H) All officers will be vested after 15 years of service. After 15 years, officers are eligible for 35% of base annual pay and all other retiree benefits. However, the officer will not receive health, dental or other benefits between the 15<sup>th</sup> – 20<sup>th</sup> year of service. Officers may continue health care coverage if provided by the plan, at their own cost, and at no expense to the Town. All benefits will be deferred until the officer would have completed their 20<sup>th</sup> year of service.

I) Any Officer with 15 years of service or more as of July 1, 2013 that elects to retire prior to July 1, 2014 may receive the retirement benefits for pension and health care in place prior to July 1, 2013 and will not be affected by the benefit changes in this Agreement. In the event that the Town has funded a Health Savings Account for the Officer then the Officer's portion of the HSA contribution already made by the Town must be reimbursed. The Town may elect to withhold that contribution from any severance owed or future pension payments.

J) Date of hire for pension calculation purposes shall be the date the officer entered the police academy.

#### **SECTION 4A. COST OF LIVING INCREASE FOR RETIRED OFFICERS**

A) All retired officers upon reaching age fifty-seven (57) receive an additional three (3%) percent Cost of Living increase each year thereafter. Said Cost of Living increase shall not be compounded and will be computed each year on the officer's annual pension benefit at the time of his/her retirement. (example: annual pension benefit at time of retirement is \$20,000.00; at age 57 a three (3%) percent Cost of Living increase will apply; pension will be \$20,600.00. The following year, at age 58, an additional \$600.00 will be added to the pension benefit bringing the payment to \$21,200.00).

The Cost of Living increase will become effective the next month after the officer's fifty-seventh (57) birthday.

**SECTION 4B. PENSION AT 25 TO 30 YEARS SERVICE FOR OFFICERS HIRED AFTER JULY 1, 2013**

A) Accrual: Officers hired after July 1, 2013 earn a pension credit of two percent (2%) per year. Officers must work twenty-five (25) years to be eligible to receive a pension. Officers may continue to earn a pension credit up to thirty years for a maximum of sixty percent (60%).

B) Pension Eligibility Age: No Officer hired after July 1, 2013 may begin collecting a pension before age fifty-five (55).

C) Pensionable Earnings: Pensionable earnings shall be a career-average of base pay, holiday, and longevity.

D) Pension Contribution: Officers hired after July 1, 2013 shall contribute 11% towards their pension.

E) Early Retirement: There shall be no early retirement benefit for Officers hired after July 1, 2013.

**ARTICLE XV**

**SECTION 1. SHIFT PREFERENCE**

Officers will be entitled to select their shift preference by September 30th of each year, by seniority, within rank. The Chief of Police shall post the shift assignments for the upcoming year by October 31st.

**ARTICLE XVI**

**SECTION 1. PENALTY HOURS**

Any and all extra hours imposed by the Chief of Police, or by the Mayor, or Town Council, shall not be worked on the officer's day off.

**ARTICLE XVII**

**SECTION 1. COURT APPEARANCES BY POLICE OFFICERS**

A) All court fees and costs paid for attendance at any court or hearing shall be paid over to the Finance Director of the Town of Cumberland. Off duty officers required to assist in the preparation of cases for prosecution shall be compensated for time spent preparing those cases for prosecutions as directed by the Chief or his designee; and, off duty officers

required to attend court or hearing sessions shall be compensated. Payment will be time and one-half compensatory time, for a period of not less than four (4) hours.

B) An officer who is required to appear in court on behalf of the Town shall be notified, if possible, at least two (2) days in advance of such appearance. In the event any officer is not so notified and is later notified to remain in a stand-by status, said officer shall be entitled to payment of time and one-half of compensatory time for the time spent in stand-by status.

## **ARTICLE XVIII**

### **SECTION 1. DETAIL PAY**

A) All officers covered by this Agreement who work special details, not directly compensated by the Town, shall work such details in accordance with that certain policy agreed to between the Chief of Police and Cumberland Lodge No. 14, attached hereto as Exhibit B and incorporated herein.

B) The pay rate for details shall be one and one half (1 ½) the hourly rate of senior patrolmen/women.

C) Any officer injured while on a special detail shall be entitled to the same rights, privileges and benefits as if that officer were injured while performing his/her duties for the Town of Cumberland, and shall be subject to all rules and regulations of the Town of Cumberland Police Department.

### **SECTION 1A. ELIGIBILITY FOR DETAILS FOLLOWING SICK LEAVE**

An officer who has been out of work on sick leave may not work a paid detail until twenty four (24) hours after the day of work for which sick leave was utilized. If an officer elects to take a detail before this 24 hour period has expired, he/she will not be paid for the sick time, but will be paid for the detail.

### **SECTION 1B. DETAILS BY THOSE OTHER THAN SWORN OFFICERS**

A) Details are only to be worked by sworn officers provided, however, that should it become necessary to use retired officers or others due to the amount of detail work or unavailability of sworn officers, any said person shall prior to commencement of the detail execute an independent contractor and waiver of liability affidavit absolving the Town of Cumberland of any liability whatsoever.

B) Any person other than a sworn officer shall be paid directly by the outside contractor and his/her duties are to be controlled solely by said contractor.

### **SECTION 2. OUTSIDE EMPLOYMENT**

Officers may engage in outside employment, provided that the outside employment is not repugnant to or does not raise a conflict of interest with the Town of Cumberland. Where the officer is on light status, s/he may not engage in outside employment that exceeds the physical demands associated with the light duty status of the officer. Any such outside employment shall be approved by the Chief, which said approval may not be unreasonably withheld.

## **ARTICLE XIX**

### **SECTION 1. BEREAVEMENT PAY**

A) In the event a death occurs in the immediate family of an officer, the Town agrees to pay the officer for bereavement leave Forty consecutive work hours may be taken by the Officer any time within two weeks after a death in the immediate family for the purpose of preparing for and attending funeral services and attending to family members. "Immediate family" shall include father, mother, spouse, children, brother and sister of an officer, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, and brother-in-law.

B) In the event of death of relatives other than "immediate family", such leave of absence, with pay, may be granted at the discretion of the Chief of Police, for attendance at a funeral service.

### **SECTION 2. FUNERAL EXPENSES IF KILLED IN THE LINE OF DUTY**

The family of any police officer killed in the line of duty will receive, from the Town, an amount of Eight Thousand Dollars (\$8,000.00) for the purpose of funeral expenses.

## **ARTICLE XX**

### **SECTION 1. RANKING OFFICERS**

The following is a list and number of each rank for the Town of Cumberland Police Department.

One (1)	Deputy Chief
Three (3)	Captains
Three (3)	Lieutenants
Nine (9)	Sergeants

Openings will be filled in accordance with IV. 1. Vacancies.

## **ARTICLE XXI**

### **SECTION 1. NO STRIKE CLAUSE**

A) In consideration of the right of police officers covered by this Agreement to a resolution of disputed questions under the grievance procedures set forth in Article XIII of this Agreement, Cumberland Lodge No. 14, for itself and all members covered by this Agreement, recognizes that it does not have the right to engage in any work stoppage, slowdown or strike, and if an unauthorized work stoppage, slowdown or strike shall take place, it will immediately notify each member or members so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

B) Any member engaging in any work stoppage, slowdown or strike shall be subject to immediate dismissal by the Town of Cumberland without any right to any of the benefits provided for under this Agreement.

## ARTICLE XXII

### SECTION 1. LONGEVITY PAYMENTS

Beginning on July 1, 2013 all police officers of the Town of Cumberland shall be entitled to the following longevity payments in addition to regular salary.

<u>Years of Service</u>	<u>Amount</u>
5 to 9 years employment	6% of salary
10 to 14 years employment	7% of salary
15 to 19 years employment	8% of salary
20 to 26 years employment	9% of salary

### SECTION 2. COMPUTATION OF LONGEVITY

A) Longevity entitlement shall be based on the actual years of service by an officer and shall be paid on the officer's anniversary date, which for officers hired prior to July 1, 2013 shall be the date said member entered the academy, and for officers hired after July 1, 2013 shall be the date the officer was sworn into the Cumberland Police Department as a police officer.

B) When an officer retires, he/she will receive a pro-rated longevity retirement payment for that year to be included in pension calculation. For example, if an officer completes six (6) months prior to his/her next anniversary date, he/she shall receive ½ of a longevity payment for that year.

## ARTICLE XXIII

### SECTION 1. RECORD OF DISCIPLINARY ACTION

If requested by a member of the bargaining unit, any material (disciplinary action) which has been in an officer's file for at least five (5) years, shall be reviewed by the Chief of

Police using a consistent and uniform policy. The material (disciplinary action) may be expunged or retained at the discretion of the Chief of Police.

## **ARTICLE XXIV**

### **SECTION 1. SEVERABILITY OF PROVISIONS**

If any provisions in this Agreement, or application thereof to any officer or circumstances, is held to be unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other officers or circumstances, other than those held invalid, shall not be affected thereby and shall remain in full force and effect.

## **ARTICLE XXV**

### **SECTION 1. WORK CONDITIONS**

A) **Bio-Hazards.** The Department will have a company which is trained in cleaning biohazards available on an on-call basis 24 hours a day to clean blood , vomit, urine and other bodily fluids when the department's maintenance is unavailable for cleanup and the vehicle or area needs to be available for service.

B) **Vehicles.** Front Line Vehicles (those normally used during Day and Night Patrol Shifts) will have less than 125,000 miles, operable heat and a/c, a working hand operated spot light (if available for type of vehicle) and a box of latex gloves. The Town will make a good faith effort to obtain vehicles. Ex. The Town budgets for replacement vehicle and orders it (them) before vehicles reach mileage but the current vehicles exceed 125,000 miles before they arrive. This section will not preclude the Town from using properly maintained department vehicles with over 125,000 if the Town has made a good faith effort to obtain vehicles.

## **ARTICLE XXVI**

### **SECTION 1. DURATION OF AGREEMENT**

This agreement and the provisions thereof shall be in effect from July 1, 2014 and shall continue in full force and be binding upon the respective parties hereto until June 30, 2017.

**IN WITNESS WHEREOF**, the said Town of Cumberland has caused this instrument to be executed and its corporate seal to be affixed by this its Mayor and its Council President thereunto duly authorized by the Town Council of the Town of Cumberland as of the day and year first above written, and the said Cumberland Lodge No. 14, Fraternal Order of Police, has caused this instrument to be signed by its President, thereunto duly authorized as of the day and year first above written.

**TOWN OF CUMBERLAND**

Barbara A. Goodrich  
Witness

Sandra M. Gianneli  
Witness

By: [Signature]  
Mayor, Town of Cumberland

By: [Signature]  
Chairperson, Town Council

**CUMBERLAND LODGE NO. 14  
FRATERNAL ORDER OF POLICE**

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

M. Brady  
Witness

M. Brady  
Witness

Kelen S. O.  
Witness

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]