

**INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS  
LOCAL 637  
AND  
TOWN OF FOSTER, RHODE ISLAND**



**CONTRACT AGREEMENT  
FOR  
JULY 1, 2017 TO JUNE 30, 2020**

## TABLE OF CONTENTS

	AGREEMENT .....	3
ARTICLE I	- RECOGNITION .....	3
ARTICLE II	- SECURITY .....	3
ARTICLE III	- DUES DEDUCTION .....	4
ARTICLE IV	- MANAGEMENT RIGHTS .....	4
ARTICLE V	- RULES AND REGULATIONS .....	4
ARTICLE VI	- NO STRIKE .....	5
ARTICLE VII	- POLICE DEPARTMENT VACANCIES .....	6
ARTICLE VIII	- PROMOTIONS .....	6
ARTICLE IX	- SENIORITY .....	7
ARTICLE X	- HOURS OF WORK.....	9
ARTICLE XI	- OVERTIME .....	11
ARTICLE XII	- CALL BACK .....	12
ARTICLE XIII	- COURT TIME .....	12
ARTICLE XIV	- SPECIAL DETAILS .....	12
ARTICLE XV	- CLOTHING AND EQUIPMENT ALLOWANCE .....	14
ARTICLE XVI	- PAID HOLIDAYS .....	14
ARTICLE XVII	- VACATIONS .....	15
ARTICLE XVIII	- ILLNESS AND INJURY .....	16
ARTICLE XIX	- FUNERAL LEAVE .....	18
ARTICLE XX	- GRIEVANCE PROCEDURE .....	18
ARTICLE XXI	- SALARY SCHEDULE .....	21
ARTICLE XXII	- JOB PROTECTION.....	23
ARTICLE XXIII	- RETIREMENT .....	24
ARTICLE XXIV	- HOSPITALIZATION .....	24
ARTICLE XXV	- SAFE VEHICLE .....	25
ARTICLE XXVI	- EQUIPMENT .....	26
ARTICLE XXVII	- OFFICERS OF THE I.B.P.O. ....	28
ARTICLE XXVIII	- SEVERABILITY .....	28
ARTICLE XXIX	- ENTIRE UNDERSTANDING.....	29
ARTICLE XXX	- LIABILITY INSURANCE .....	29
ARTICLE XXXI	- DEATH IN THE LINE OF DUTY.....	29
ARTICLE XXXII	- FUNERAL EXPENSES.....	29
ARTICLE XXXIII	- TRANSPORTATION AND MILEAGE FEES / TRAVEL PAY .....	30
ARTICLE XXXIV	- DURATION OF / EXECUTION OF AGREEMENT .....	30

## **AGREEMENT**

Pursuant to the provisions of the public laws of the State of Rhode Island entitled "An Act to provide for settlements of disputes and conditions of employment of Employees of Police Departments", this agreement is made and entered into as of 7/1/2017 between the Town of Foster and Local #637 of the International Brotherhood of Police Officers.

### **ARTICLE I**

#### **RECOGNITION**

The Town hereby recognized and acknowledges that Local #637 International Brotherhood of Police Officers (IBPO), is the exclusive bargaining agent for all permanent employees, from the rank of Patrol Officer up to and including the rank of Captain of the Foster Police Department of the Town of Foster, for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay and other terms and conditions of employment.

### **ARTICLE II**

#### **SECURITY**

- (a) The Town of Foster agrees not to discharge or discriminate against employees covered by this agreement for the membership or activity in Local #637 IBPO.
- (b) All members of the Town of Foster Police Department may become members of the Local #637 within thirty days of their appointment as a permanent member of the Police Department.
- (c) Local #637 IBPO agrees to accept into membership every employee covered by this agreement who renders dues and initiation fees as a condition of acquiring and retaining membership.

### ARTICLE III

#### DUES DEDUCTION

- (a) The Town shall agree to deduct dues and fees from Local #637 IBPO upon receipt of authorization from the members of Local #637 who sign deduction cards and said Town of Foster shall forward to Local #637 IBPO, the monies so deducted by the fifteenth (15<sup>th</sup>) day of the month following such deduction.
- (b) The union agrees to indemnify the Town and hold it harmless from any and all claims, liabilities, or costs of the Town which arise out of the payroll deductions of union dues.
- (c) The unions shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Town or any of its officer and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deduction, by mail to the union's designee last known address, the Town and its officers and employees shall be released from all liability to the employee assignors and to the assignees under such assignments.

### ARTICLE IV

#### MANAGEMENT RIGHTS

- (a) The Town of Foster through the Chief of Police retains the right to issue rules and regulations governing the internal conduct of the Police Department.

### ARTICLE V

#### RULES AND REGULATIONS

- (a) The rules and regulations governing the Foster Police Department shall be adhered to by all members of the Foster Police Department. All members of the Department may suggest future orders to the Chief of Police. Such suggestions shall be given due consideration by the Chief of Police and if deemed advisable may be adopted. No suggestions, in violation of any state law, regulation, or ordinance will be considered.
- (b) The Town agrees that no rules or regulations will be made which are in conflict with this contract. Employees shall promptly and efficiently execute the instructions and orders of their superior officers. If an employee or employees believe a rule, regulation, instruction, or order of a superior officer is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order, or instruction, but with further

provisions that such employee or employees may regard the rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedure.

- (c) In the event that an employee or employees shall refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, the Town, through the Chief of Police, shall have the right to suspend officers. The Town shall have the option to discharge the offending employee or employees, subject only to discharge treated as a grievance, or applicable remedies provided under the Law Enforcement Officers' Bill of Rights.
- (d) In the event that any new rules and/or regulations are to be implemented by the Chief of Police/Town, the rules and or regulations, policies and general orders will be submitted through the chain of command and reviewed by all members before being implemented and if deemed necessary a meeting by both the Chief of Police and Union President will be held to discuss the matter.
- (e) Officers shall not be responsible for snow removal from the police department parking lot, stairways or walkways.
- (f) The Town shall furnish each police officer with an up-to-date, complete set of the Rules and Regulations governing the Department. Any officer signing sheets regarding the acknowledgment of updated or new policies signifies receipt and review only.

All General Orders and Memorandums shall be kept in a file cabinet in order that all members shall have access to them 24 hours basis. The Chief of Police will determine the location of this cabinet.

## ARTICLE VI

### NO STRIKE

During the terms of this agreement, neither the unions, its officers, nor agents, nor any employee will, directly, promote, induce, instigate, encourage authorize, ratify, condone, or participate in any strike, sympathy strike, slowdown, concerted work stoppage, or any other intentional interruption of the operations of the Town regardless of the reason for doing so. Any or all employees who violate any of the provisions of this section shall be discharged or disciplined by the Town.

## ARTICLE VII

### POLICE DEPARTMENT VACANCIES

- (a) The Town shall initiate action to fill vacancies in the position of permanent Police Officer within thirty (30) days after vacancy occurs.
- (b) Appointees to the positions of permanent Police Officer shall serve a probationary period of one (1) year during which time they will not be subject to the grievance or arbitration provisions of the agreement, but shall serve at the pleasure of the appointing authority.

## ARTICLE VIII

### PROMOTIONS

- (a) Promotions above the rank of Patrol Officer within the Foster Police Department shall be made on a competitive basis. In any promotional examination no policy may exist requiring a promotion from a given rank when only one (1) officer holds the rank. Promotion to Sergeant required three (3) years as a Patrol Officer. Promotion to Lieutenant requires one (1) year as Sergeant. Promotion to Captain requires one (1) year as a Lieutenant.

In the event a vacancy occurs in a supervisory position, the Chief of Police may initiate however shall not be obligated to a promotional process within sixty (60) days. When the circumstances arise when an officer is not eligible or qualified for promotion, the Chief of Police may promote lateral patrolman/patrolwomen whose previous employment as a police officer may be considered for such promotion. Said promotion will only take place with the following conditions:

1. The lateral police officer has sufficient experience and or time served at his or her pervious department.
  2. The union body must pass a vote to waive seniority for the candidate considered for promotion.
- (b) Promotional examinations will be given as follows:
    1. A written examination prepared by a member of the Rhode Island Chief's Association shall be given to all aspirants in attendance at the same time. Said test will not be of a civil service/"ARCO" type test.
    2. An oral exam of all aspirants will be given, if possible within one (1) week of the written examination. The oral exam for the position of Captain and Lieutenant will be administered by three (3) members of the Rhode Island Chief's Association. The oral exam for the rank of Sergeant will be administered by three (3) Senior Command Staff Officers from similar (in size and nature) Police Departments.

3. The written exam shall be constructed so that no more than twenty-five (25) points may be obtained. The oral exam shall be constructed so that no more than fifteen (15) points may be obtained. Seniority credits one-half (1/2) point per year of service may be attained to a maximum of ten (10) points.
  4. Educational points will be calculated towards promotions as follows: five (5) points for an associate's degree, ten (10) points for a bachelor's degree and fifteen (15) points for a master's degree. The degree attained must be in Law Enforcement.
  5. Promotions shall be made from the top two (2) candidates on the promotional list.
- (c) The Chief of Police may recommend a promotion from probationary Patrol Officer to permanent Patrol Officer on the basis of exceptional police work, bravery or heroism.
- (d) Any promotional list is for the purpose of the current vacancy only and will not carry over.

## ARTICLE IX

### SENIORITY

- (a) The Town hereby agrees that the permanent police officers of the Police Department shall have seniority rights and said seniority rights shall apply with regards to the following matters:

Vacations, holidays, days off, including any and all related benefits by whatever name or designation shall be given by seniority.

The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he/she can acquire the skills necessary for the performance of said job in reasonably satisfactory fashion; provided however, that in cases where the Town and the Union so mutually agree, such trial periods shall not be mandatory. At the end of the sixty (60) days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this agreement, except in cases where the Chief of Police and the Union may mutually agree to extend such period if, during the trial period the Chief of Police or his designee removes the employee from such a job, the employee(s) shall have the right to file a grievance in accordance with the provisions of Article XII of this agreement. The term "reasonable progress", as used herein, shall mean a comparison of average employee(s) performing such work with the employee(s) involved. Any disputes over the reasonableness of the trial period and/or

progress of the employee on the job shall be subject to the grievance procedure herein contained.

It is understood by the parties hereto that during the trial period, the employee and the Chief of Police or his designee will make a biweekly initial progress report. There will be no less than three (3) progress reports within a sixty (60) day period.

Any officers transferred to a new position will be allowed to attend a school associated for that position without seniority considerations

When attending a school, the officer's day off rotation cannot be changed, only their shift can be changed. All schools requiring recertification, officers will maintain that certification. Officers completing schools will be required to complete a training bulletin.

#### DETERMINATION

Seniority is hereby defined as the continuous length of service with the Town, computed from the first date of hire as a full time Police Officer. Within thirty (30) days following the execution of this agreement, the Chief of Police or his designee in a conspicuous location at the Department shall post a seniority list. Any and all amendments to, or corrections of said list shall be made within thirty (30) days of the posting of the seniority list.

There will be a one (1) year probationary period beginning from the date the officer is sworn in as a probationary officer. At the completion of one (1) year, the officer will be sworn in as a permanent member of the department or terminated. During the officer's probationary period, they are refrained from bidding on a permanent position until their one (1) year is successfully completed. After successful completion of the Field Training Officer Program, the probationary officer will be temporarily assigned within the patrol division and his/her assignments will be at the discretion of the Chief of Police. After successful completion of a one (1) year probationary period, the officer will be eligible to bid for a permanent position within the department in accordance with his/her seniority.

In determining seniority, the length of time served by an officer on probationary status shall constitute service on the permanent police department. Probationary officers whose initial day of service shall be identical shall be placed on the seniority list by academy class ranking that they received at the police academy (highest ranking first, etc.). In the event there is a tie in the final rankings from the police academy, the order of seniority will be determined by weapons qualification scores and physical fitness testing scores.



- (b) Police Officers shall have no grievance rights during the probationary period. At any time during such probationary period, the Police Officer's employment may be terminated by the Town Council without recourse to grievance procedures or arbitration. A Police Officer's probationary period shall commence upon their first date of hire as a full time Police Officer. Appointment to the position of probationary Police Officer shall only be made upon said Officer's successful completion of the Academy's Training Program.
- (c) An employee's length of service shall not be terminated or reduced but shall continue to accumulate during authorized leave of absence with pay.
- (d) An employee's length of service shall not be terminated by absence pursuant to an authorized leave of absence without pay or a layoff, except as hereinafter provided, but shall not continue to accumulate during such period of absence.
- (e) An employee's length of service shall be lost and employment terminated if any of the following occur:
  - 1. Discharge
  - 2. Resignation
  - 3. Failure to return promptly upon expiration of authorized leave
  - 4. Absence for five (5) consecutive working days without leave or notice
  - 5. Retirement
- (f) Shifts will be selected on July 1 of every year and will be selected by seniority. Transfer of shifts may be done at any time if both officers mutually agree on the switch.
- (g) In the event of a reduction in force, employees shall be laid off in accordance with their seniority and a recall list shall be established. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff.
- (h) The Town agrees to maintain an active eligibility list for new-hires, which shall remain in effect for a period of two (2) years. Nothing herein requires the Town to hire from the eligibility list. It is within the Town's sole discretion.

## ARTICLE X

### HOURS OF WORK

- (a) Within the limits of reasonable operating efficiency and proper utilization of manpower, the schedule of work shall consist of four (4) consecutive eight (8) hour days of duty, followed by two (2) days off duty.

- (b) There shall be three (3) eight (8) hour consecutive shifts as follows:
1. 7:00 A.M. to 3:00 P.M.
  2. 3:00 P.M. to 11:00 P.M.
  3. 11:00 P.M. to 7:00 A.M.
- (c) Shift assignments covering for vacations, personal days or sick leave will consist of eight (8) hours as follows:
1. Shift 7:00 A.M. to 3:00 P.M.
  2. Shift 3:00 P.M. to 11:00 P.M.
  3. Shift 11:00 P.M. to 7:00 A.M.
- (d) In the event that the Town employs additional Police Officers, such officers may during their probationary period be assigned to shifts at the discretion of the Chief of Police. Thereafter, changes in shift manning may be in the event of long term illness (an illness of duration of twenty two (22) days or more) or when changes in public safety requirements reasonably require a change in shift manning. Shift manning change shall not be made to cover short term illnesses or vacations on other shifts.
- (e) **SUBSTITUTION:** The Town agrees that any member of the bargaining unit who wishes to change their days off or work schedule may, provided that a written notice is approved by the Chief of Police or his designee and given to the Chief or his designee no less than twenty-four (24) hours before the requested change in days off or work schedule.
- (f) All full time Police Officers shall have priority to fill shift vacancies and covered as per Article XI.
- (g) Shift assignments will be chosen by rank, then by seniority at the rank.
- (h) The Captain will be assigned to an Administrative schedule Monday - Friday 7:00am to 3:00pm, weekends and holidays off. Any time off will not be covered.
- (i) **JUVENILE HEARING BOARD OFFICER-** A qualified member, selected by the Chief of Police will have the responsibility of prosecuting any/all criminal complaints involving juveniles and referrals to the Foster/Glocester Juvenile Hearing Board. The Hearing officer shall be compensated four (4) hours at the officer's overtime rate of pay when the officer's appearance is required at any meetings or hearings.
- (j) **LAW ENFORCEMENT SUPPORT OFFICE (LESO/1033 PROGRAM) MANAGER-**A qualified member, who has selected to maintain all files, acquisitions, and property, shall be compensated for the hours at the officer's overtime rate of pay, dedicated to ensuring the program is operated and maintained as directed in the agreement established by local, state and federal agencies. Any work that requires overtime pay shall receive prior

approval from the Chief of Police or his designee.

## ARTICLE XI

### OVERTIME

- (a) All employees covered by this agreement who are required to work beyond their normal work schedule, consisting of an eight (\*8) or emergency twelve (12) hour tour of duty, shall be paid at the rate of time and one-half of the employee's straight time regular rate of pay, regardless of whether they take any type of time off from their duty week. Overtime pay shall be up to the next half-hour when the officer actually works a portion of an hour.
- (b) Overtime will be offered to Officers on a regular day off on a rotating basis. In the event that the Officer(s) on the day off refuses said shift then the shift will be offered to Officer(s) not on a day off on a rotating basis. If the Officer(s) not on a day off refuses said shift, then the shift will be offered to Special Officer(s). If the shift is unable to be covered then the regular Officer(s) will be ordered back to work starting with the junior Officer. In the event that there is more than one shift offered in one day, an Officer on days off who decides to take one and wants the second cannot take said shift until the shift is offered to the other Officers as outlined above with the exception of offering the shift to Special Officer(s). Each Officer must be contacted to determine their acceptance/refusal of the shift up to eight (8) hours prior to the beginning of the shift.
- (c) At the discretion of the Chief of Police, compensatory time may be accumulated in lieu of accepting overtime pay. Compensatory time may be accumulated up to a maximum balance of ninety-six (96) hours per officer. An officer may elect to be paid for accumulated compensatory time on June 30<sup>th</sup> of each year at the straight time rate.
- (d) In order to maintain twenty four (24) hour coverage, the Chief of Police shall have the authority to assign twelve (12) hours overtime shifts when necessary.
- (e) FIELD TRAINING OFFICER-Effective July 1, 2018 the Town shall pay an officer working as a Certified FTO and who performs as a Certified FTO to train a Probationary Officer, one (1) hour of overtime pay per shift worked for training.

## ARTICLE XII

### CALL BACK

Employees called back to work shall be called back as per Article XI and compensated for a minimum of four (4) hours and shall be paid time and one half of the employee's straight time regular rate of pay, regardless if any type of time off is taken during their scheduled work week.

If callback is needed, the officer who is willing to accept the full shift will be awarded it over the officer who only wishes to work part of the shift.

First, a junior officer will be ordered back. The junior officer cannot be ordered back to work a second consecutive department overtime. Therefore, the overtime/order back will move to the next junior officer and so on. Department overtime precedes details. An officer cannot decline an order back because he/she is scheduled for a detail. The detail will be given up and the officer will be required to work overtime/order back.

## ARTICLE XIII

### COURT TIME

Employees required to attend court on their off time will be compensated as per call back.

## ARTICLE XIV

### SPECIAL DETAILS

- (a) Civic details, i.e. those performed for the Town of Foster, shall be paid as per call back.
- (b) Private details (and highway construction details, hereafter referred to as private details) - shall be paid at the rate of forty-six dollars (\$46.00) per hour or at the rate of time and one-half of an Officer's straight time rate of pay, whichever is greater, for a minimum of four (4) hours.
- (c) Any detail assigned on any holiday covered by this contract and December 24<sup>th</sup> and December 31<sup>st</sup>, will be compensated at double the regular rate with a minimum of four (4) hours. Any time worked in excess of four (4) hours will be paid for eight (8) hours. Any hours worked in excess of eight (8) hours will be paid one and one half (1.5) times the holiday detail rate.
- (d) Private details must be authorized by the Chief of Police or his designee. Details shall be offered in the same manner as outlined in Article XI.

- (e) In determining hours of work, any period of time worked in excess of four (4) hours, will be at eight (8) hours.
- (f) A Police Officer injured while on special detail and in the performance of their duties will be compensated by the Town as provided in R.I.G.L. (1956) Section 45-19-1.
- (g) Any Officer who agrees to work any detail and said detail is cancelled and the Officer assigned is not notified and reports for said detail that Officer will be paid at the detail rate of pay for a minimum of four (4) hours by the company hiring said Officer(s).
- (h) Any detail worked in excess of eight (8) hours shall be compensated at the rate of one and one half (1 ½) times the detail rate per hour in excess of the original eight (8) hours.
- (i) Any detail worked on a Saturday or Sunday will be paid at the rate of one and one half (1.5) times the regular detail rate (weekend rate). Any hours worked after eight (8) hours will be paid one and one half (1.5) times weekend rate.
- (j) The Town shall recognize that all parades, in and out of Town shall be on a voluntary basis of the member participating. At his discretion, the Chief of Police may elect to pay the members, at their overtime rate, unless the member elects to take compensatory time. No disciplinary action may be taken towards the member for not attending the parade.
- (k) The Town agrees that commencing July 1, 2017, the Town and the Union will agree on a financing mechanism so that officers who work a detail shall be paid by the Town the next pay period after that detail has been worked. The Union agrees to provide a sworn officer as a point of contact to allow direct contact with the Town Finance Department.
- (l) If no member of this agreement is available to work the third party detail, it will then be assigned to a retired member(s), then to officers of other police departments. Only sworn or retired police officers will be offered third party details.
- (m) Members of this agreement that engage upon special/third party details shall be subject to all the rules and regulations of the Foster Police Department. Any member of this agreement that is injured while on assignment for such detail(s) shall receive the same rights, privileges and benefits to which he/she is entitled to as a police officer of the Town.
- (n) At least two (2) officers shall be assigned to any detail which requires the control of a gathering of one-hundred (100) or more people, unless the Chief of Police and the Union agree otherwise in case where no reasonable risk of any problems exist.

- (o) RETIREES SERVING AS RESERVE OFFICERS-When a police officer retires from the Foster Police Department and chooses to remain as a reserve officer, the officer will be placed on a reserve list with seniority from his or her date of appointment as an active member. Prior reserve time will also be added to seniority. All reserve officers shall be subject to all Departmental Rules, Regulations and Orders governing Reserve Officers.

## ARTICLE XV

### CLOTHING AND EQUIPMENT ALLOWANCE

- (a) Commencing July 1, 2014, all full time Police Officers of the Town of Foster shall be paid bi-annually an amount of seven hundred fifty dollars (\$750.00), for cleaning and maintaining such clothing as may be used by such employee. Payments will be prorated from an officer's date of hire and will be made on April 1 and October 1 of each fiscal year.
- (b) Employees shall be responsible for proper maintenance of all uniforms and equipment. Uniform clothing shall not be used by the employee except during the performance of assigned departmental duties. Upon inspection by the Chief of Police or other supervisor, if any employee's clothing or equipment is judged to be in need of replacement the Officer shall be obligated to replace it.
- (c) At the time an Officer achieves permanent status, the cleaning allowance will be pro-rated for the current fiscal year.
- (d) Awards and Badges-The Town recognizes that criminal elements take notice and avoid conflict with decorated officers, therefore, as an addition to command presence, an officer may elect to wear any weapons qualifications, special skills, or instructor badges/awards. Specifically, BCI, DRE, firearm qualifications, FTO.

## ARTICLE XVI

### PAID HOLIDAYS

- (a) Effective 7/1/04 holiday pay shall be an amount equal to the employee's hourly rate times the number of hours regularly scheduled to work as outlined in Article X, Section (b)(c) and incorporated into the employee's regular weekly salary. Holiday pay will be included in the annual base salary for the purpose of retirement. Paid holidays are: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, V-J Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Police Memorial Day (May 15).

## ARTICLE XVII

### VACATIONS

- (a) All permanent members of the Foster Police Department shall be given vacation with pay according to the following schedule:
- |   |         |
|---|---------|
| twelve (12) months to five (5) years    | 12 days |
| five (5) years to ten (10) years        | 18 days |
| ten (10) years to fifteen (15) years    | 24 days |
| fifteen (15) years to twenty (20) years | 28 days |
| after twenty (20) years                 | 30 days |
- (b) Unused vacation leave can be carried over only for a period of twelve (12) months. Any unused vacation remaining beyond the twelve (12) months will be paid during the pay period including their anniversary date. At the employee's discretion they may opt to receive payment for any accrued vacation leave during the year (at any point).
- (c) A vacation over ten (10) days requested within the guidelines of the Article shall not be denied without proof of the inability to maintain coverage.
- (d) Payment for vacation leave shall be an amount equal to the employee's hourly rate times the number of hours regularly scheduled to work as outlined in Article X, Section (b)(c).
- (e) Whenever the employment of any person is terminated during the year by layoff, retirement or death, without having been granted the vacation to which the employee is entitled, the employee, or in the case of their death, their beneficiary shall be paid at the determination of their employment an amount in lieu of such vacation, provided that in the case of voluntary termination by the employee, such vacation pay shall only be payable if the employee has given a least fourteen (14) calendar days' notice in writing.
- (f) Employees must notify the Chief of Police or his designee at least twenty (20) days prior to the dates they wish to take vacation leave in order to maintain efficient operations of the Department.
- (g) It is agreed that full time Police Officers will be given priority to fill any shift vacancies caused by vacation.
- (h) Employees covered by this agreement shall be allowed to take three (3) personal days per year. No days will be carried over. Unused days will be paid straight time in the pay period that includes June 30<sup>th</sup> at the earned rate. Requests for personal days shall be made to the Chief of

Police or his designee at least seventy two (72) hours prior to the date on which the employee wishes to take said day.

## ARTICLE XVIII

### ILLNESS AND INJURY

- (a) At the beginning of each calendar year, all employees covered by this agreement shall be entitled to fifteen (15) days of sick leave per year. An employee who is hired within the year shall have their sick leave pro-rated at the rate of one and one quarter (1.25) days per month. At the close of each calendar year, an employee may elect to be paid for all sick leave earned that year if no sick time was used. An employee using less than ten (10) sick days may elect to be paid for a portion of unused sick time. The calculation used is ten (10) days minus number of sick days used; result is maximum number of days the employee may elect to be paid. Effective 7/1/04, sick day pay will be an amount equal to the employee's hourly rate times the number of hours regularly scheduled to work, as outlined in Article X, Section (b)(c). Any excess leave earned that year may be accumulated to the extent limited by paragraph (f) of this article.
- (b) Sick leave pay shall be based upon the individual employee's regular straight time, daily rate of pay.
- (c) Sick leave shall be granted for absence from duty because of actual personal illness or injury.
- (d) In any case where sick leave exceeds three (3) days, the Town through the Chief of Police may, as a condition of payment of sick leave, require a physician's certificate indicating the nature of the illness and probable duration of absence from work.
- (e) Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full payment from the Town.
- (f) Commencing July 1, 2009, employees may accrue up to one hundred (100) days of unused sick leave. Effective July 1, 2017, the sick leave accrual will be increased to one-hundred fifty (150) days; however, subparagraph (g) will only be applicable to up to one-hundred (100) accrued sick days.
- (g) Effective July 1, 2009, upon retirement, all employees shall be entitled to twenty five percent (25%) paid compensation for accumulated unused sick leave.
- (h) A doctor's certificate or other medical proof satisfactorily to the Chief of



Police may, at the option of the Chief of Police, be required of any employee returning from sick leave as proof of such employee's fitness to return to work. Any employee returning from sick leave may, at the option of the Town or Chief of Police, be required to undergo a physical or mental examination, at the expense of the Town, by a doctor chosen by the Town, as proof of such employee's fitness for to work.

- (i) Members of the Foster Police Department who shall contract illness or sustain injury in the line of duty shall be benefited as provided in Title 45, Section 19, Paragraph 1 of the General Laws of the State of Rhode Island.
- (j) Any member covered by Paragraph (d) of this section shall be permitted the physician of their choice and the hospital of their choice if covered by the Town of Foster's health plan, or if their condition prevents them from making a decision, the choice shall be made by their nearest relation available at the time.
- (k) A regular Police Officer who is not capable of performing their normal duties due to an illness or an injury may be assigned to available light duty as determined by the Chief of Police. No other employee of the Town of Foster shall be replaced by such an assignment.
- (l) It is agreed that full time Police Officers will be given priority to fill any shift vacancies caused by absence due to sick leave.
- (m) Sick leave shall be granted for attendance upon members of the family within the household of the employee whose illness requires the presence of such employee for a period not to exceed twenty four (24) hours, or if there is no one else in the household to care for the ill family member, not to exceed three (3) days per year. If the family member of an employee has a serious sickness which requires the employee to be present for the transportation or treatment of said family member, the additional sick time may be granted at the discretion of the Chief of Police.
- (n) Parental and Family Medical Leave. The employer agrees to comply with governing state and local federal parental and family medical leave legislation, including the Family Medical Leave Act of 1993 Pub. L. No-103-03 Sec 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1, et seq.

Upon the election of an employee who takes parental or family medical leave, the employee is required to utilize accumulated sick days, vacation days, or compensatory time in lieu of unpaid leave.

### MOUSTACHES

All members of the Foster Police Department covered by this agreement will be permitted to wear a mustache. Mustaches will be neatly trimmed,

not to exceed downward beyond the skin separating vermilion part of the lip and will not extend side wards beyond the vertical line drawn upward from the vermilion quarter of the lip.

## **ARTICLE XIX**

### **FUNERAL LEAVE**

- (a) Employees covered by this agreement shall be entitled to three (3) days leave of absence with pay because of the death of an immediate family member and five (5) days leave of absence with pay for their spouse.
- (b) An employee who is excused from work because of a death in their immediate family, as defined below, shall be paid their regular rate of pay for the scheduled working hours missed during the first seventy two (72) hours following the death, but all funeral leave benefits will terminate at the end of the funeral. Not more than three (3) days will be paid under the provisions of this section.
- (c) As provided in this section, funeral leave is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of immediate family. Immediate family is defined to mean, parents, children, brother, sister, father-in-law, mother-in-law and grandparents.
- (d) In case of death of a relative other than an immediate family member, each employee covered by this agreement shall be entitled to one (1) day leave with pay to permit attendance at the funeral, if first approved by the Chief of Police.
- (e) When unusual travel conditions exist, funeral leave shall be extended for said travel up to one (1) day. Unusual travel is defined as five-hundred (500) miles or more. Proof of location may be required.

## **ARTICLE XX**

### **GRIEVANCE PROCEDURE**

- (a) Definition: A grievance is a dispute or difference of opinion raised by an employee covered by this agreement and against the Town involved as to the meaning, interpretation, or application of the express provisions of this agreement, or if there is a health and safety issue that cannot be resolved; or if an officer is disciplined for two (2) days or less and the officer feels that the discipline was administered without just cause.
- (b) Procedure: The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and act in accordance with the following procedure:

STEP 1: Within three (3) business days, when a member feels he/she has a grievance, he/she shall in writing bring it to the attention of the Executive Board of the Union to determine the justification of the complaint.

Within twelve (12) business days thereafter, the Union shall submit the written grievance to the Chief of Police, signed by the grievant and the union President or his designee. The Union President or his designee reserves the right to file a class action grievance or a grievance on a member's behalf without obtaining the signature of the grievant.

Within five (5) business days, the Chief of Police, Grievant, and Union President or their designee shall meet at a time and location mutually agreeable to by the parties.

Within five (5) business days of the meeting, if the grievance is settled, the settlement shall be reduced to writing, and signed by the Chief of Police, Grievant, and Union President or their designee.

Within five (5) business days after the meeting, if not settled, the Chief of Police or his designee shall give a written answer to the Union. If the Chief of Police does not give a written response within five business days following the meeting, the Grievance will be deemed denied and the Union shall proceed to Step 2.

STEP 2: If the grievance is not settled in Step 1 and the employee wished to appeal the grievance to Step 2 of the grievance procedure, the grievance shall be submitted in writing to the town council and the grievant shall meet within twenty (20) business days at a time and location mutually agreeable to both parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by both the members of the Council and the grievant. If no settlement is reached, the Town Council shall give the Town's written answer to the union within seven (7) business days following the meeting.

STEP 3 Arbitration: If the grievance is not settled in accordance with the foregoing procedure, the union may refer the grievance to arbitration within seven (7) business days after receipt of the town's answer to Step 2. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party demanding the arbitration shall strike the first

two (2) names, after which the other party shall strike two (2) names. After four (4) names are stricken by the procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of the selection by a joint letter by the Town and the Union requesting that he set a date and a time for the hearing subject to the availability of the Town Council or their representative and the grievant. All arbitrations shall be held in a location mutually agreeable to the Town Council and the grievant.

Effective July 1, 2017, the Town and the Union can mutually agree to use the Labor Relations Connection as an alternative to the American Arbitration Association.

- (c) Authority of Arbitrator: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He/she shall only consider and make a binding award with respect to the specific issue submitted to him/her in writing by the Town and union and shall have no authority to make an award on any other issue not so submitted to him/her. The arbitrator shall be without power to make an award contrary to or inconsistent with or modifying or varying the laws of the State of Rhode Island, or the ordinances of the Town of Foster. The arbitrator shall submit in writing their award within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The award shall be based solely upon their interpretation of the meaning or application of the expressed terms of this agreement to the facts of the grievance presented.
- (d) Fees and expenses of the third neutral arbitrator shall be borne equally by the parties hereto.
- (e) TIME LIMITS: No grievance shall be entertained or processed unless it is submitted within fifteen (15) business days after the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the Town does not answer a grievance or an appeal thereof within the specific time limits, the grievant and union may elect to treat the grievance as a denial at the step and immediately appeal the grievance to the next step in accordance with the procedures set forth in the Article.
- (f) Discipline and Discharge: It is agreed that nothing herein shall in any way prohibit the Town from discharging or otherwise discipline any member of the Police Department regardless of their seniority, for just cause. In the event that a discharged / disciplined employee feels that he/she has been unjustly dealt with, said employee or the union with the permission of the employee, shall have the right to file a complaint which must be in writing, with the Town within fifteen (15) working days from the time of such disciplinary action. Said complaint will be treated as a grievance, subject to the grievance and arbitration procedure herein provided. If no complaint is filed within the time specified, then said

discharge shall be deemed to be absolute. Notwithstanding the aforementioned, the Town agrees to comply with the Law Enforcement Officers' Bill of Rights, R.I.G.L. 42-28.6.

- (g) All officers will be allowed to view their personnel record upon request.

## ARTICLE XXI

### SALARY SCHEDULE

- (a) Commencing on July 1, 2017, Police Officers eligible who have completed the designated years of service shall receive the following salaries:

7/1/2017

#### PATROL OFFICER

Probationary	43,141.96
After 1 year	46,460.64
After 2 years	55,587.14

#### SERGEANT

Upon appointment	59,735.12
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#### LIEUTENANT

Upon appointment	63,860.07
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#### CAPTAIN

Upon appointment	71,158.27
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7/1/2018 (2.5% Salary Increase Retroactive)

#### PATROL OFFICER

Probationary	44,220.51
After 1 year	47,622.16
After 2 years	56,976.82

#### SERGEANT

Upon appointment	61,228.50
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LIEUTENANT

Upon appointment 65,456.57

CAPTAIN

Upon appointment 72,937.23

7/1/19 (2.5% Salary increase)

PATROL OFFICER

Probationary	45,326.02
After 1 year	48,812.71
After 2 years	58,401.24

SERGEANT

Upon appointment 62,759.21

LIEUTENANT

Upon appointment 67,092.98

CAPTAIN

Upon appointment 74,760.66

(b) Police Officers eligible who have completed the designated years of service shall be compensated in additional to regular payment as follows:

	<u>7/2013</u>	
Five (5) years		6%
Ten (10) years		7%
Fifteen (15) years		8%
Twenty (20) years		9%

The longevity will be payable on a weekly basis incorporated into the weekly pay schedule.

Effective July 1, 2017 the Captain Longevity Schedule shall be as follows: One (1%) increase for every year over twenty (20) years up to and including twenty-three (23) years. (i.e. 23 years equals 12% longevity).

- (c) Commencing on July 1, 2006, the position of Police Captain will be added within the ranks of the Foster Police Department and will remain a member of the I.B.P.O. Local #637 and be covered by this agreement.
- (d) Effective July 1, 2003, the Town of Foster will establish a Town Funded educational pay plan for all members. All I.B.P.O. Local #637 employees who have earned a degree from an accredited education institution in the area of "Criminal Justice" or "Law Enforcement", shall be entitled to receive, in addition to other compensation under this agreement, a semi-annual payments (December and June, pro-rated for the previous six (6) months) according to the following schedule: (Pro-rated only if the employee leaves. The Town will pay in full for new employees (not pro-rated).

Associate's Degree	\$1,000 per fiscal year
Baccalaureate Degree	\$2,000 per fiscal year
Masters/Doctorate Degree	\$2,500 per fiscal year

Payments under this section will not be used in calculating payment for any time off benefits (e.g., vacation, sick, personal, etc.).

- (e) Any member upon acceptance into a criminal justice master's program while in the employment of the Town of Foster will be required to remain employed one month for each month the officer received reimbursement for said master's program.

Failure to meet said employment shall mandate the officer to reimburse the Town the full amount paid by the Town for the master's program.

## ARTICLE XXII

### JOB PROTECTION

- (a) All regular employees who have at least twelve (12) months of employment as regular Police Officers of the Town of Foster shall be granted permanent status in office and rank at that time.
- (b) No member of the Foster Police Department, nor any candidate for a position with the Foster Police Department, shall be required to reside within the Town of Foster as a condition of appointment with the Foster Police Department, or continued employment with the Foster Police Department.
- (c) Any regular employee covered by this agreement shall be entitled to a hearing as provided by the Law Enforcement Officers' Bill of Rights prior to any disciplinary action in accordance with R.I.G.L. 42-28.6.
- (d) The Town of Foster agrees that civilians employed by any agency and

working at the Foster Police Department shall not issue any orders to any police officer covered by this agreement.

### ARTICLE XXIII

#### RETIREMENT

- (a) It is agreed by the parties that effective July 1, 1990; employees covered by this agreement shall be enrolled in a retirement plan, which shall be the twenty five (25) year "optional retirement plan for police and firemen" under the municipal employee's retirement system.
- (b) It is agreed by the parties that effective January 1, 2001; employees covered by this agreement shall be enrolled in COLA plan C under the municipal employee's retirement system.
- (c) Retirees shall be permitted to work details after the active officer's availability has been exhausted.

### ARTICLE XXIV

#### HOSPITALIZATION

- (a) It is agreed that the Town will provide and maintain at its expense, hospitalization insurance (individual or family coverage) as described below, for all Police Officers covered by this agreement.
  - 1. Blue Cross/Blue Shield Major Medical Plan 100 (Classic Blue) Vision Care Rider
  - 2. Blue Cross / Blue Shield HealthMate with scrip Prescription Drug PlanOR
  - 3. Health Care Plan that is equal or greater than employees current Blue Cross Health Care plan as of 7/1/09 (for current benefits see attached appendix)
- (b) Hospitalization Insurance will be terminated pursuant to the provisions of Section (d) of the Seniority Article.
- (c) It is agreed that the Town of Foster will pay forty (40) percent of individual or family health insurance to Police Officers who retire after July 1, 2003, with twenty five (25) years or more of service for the Town of Foster and a minimum of fifty five (55) years of age, or until such time the Police Officer secures employment elsewhere with equivalent medical insurance or until they are eligible for Medicare or other Federally subsidized program.



- (d) The Town agrees that any employee covered by this agreement may obtain additional coverage on either individual or family plans, with said employee to pay the full cost of any additional coverage he wishes to obtain.
- (e) Enrollment in level IV of the Family Plan Delta Dental. Effective July 1, 2018, the Town shall provide composite filling coverage to their plan.
- (f) As of July 1, 2016, all employees covered by this agreement will co-pay (16%) of the Town's annual cost for health care. This will be deducted weekly from the employee. Effective July 1, 2018, all employees will co-pay a premium of (17%) of the Town's annual cost for health care. Effective July 1, 2019, all employees will co-pay a premium of (18%) of the Town's annual cost.
- (g) Employees covered by this contract may elect in writing on the first calendar day of the year to receive cash payment in lieu of receiving medical coverage. Employees covered by this contract may elect to receive cash payment for a family plan of forty five hundred dollars (\$4,500.00) and a single plan of two thousand dollars (\$2,000.00) as follows: to be paid in December and June, pro-rated for the previous six (6) month period. Effective July 1, 2018 may elect to receive cash payment for a family plan of forty-three hundred dollars (\$4,300.00) and a single plan of nineteen hundred dollars (\$1,900.00) as follows: to be paid in December and June pro-rated for the previous six (6) month period.

Effective July 1, 2019 may elect to receive cash payment for a family plan of forty-one hundred dollars (\$4,100.00) and a single plan of eighteen hundred dollars (\$1,800.00) as follows: to be paid in December and June pro-rated for the previous six (6) month period.

## ARTICLE XXV

### SAFE VEHICLE

- (a) The Town of Foster agrees that in addition to all equipment required by Rhode Island State Law, all police vehicles shall be equipped with:
  - 1. 1-12 Ga. Police shotgun with Ten (10) Rounds of ammunition
  - 2. Working spotlight
  - 3. All new marked police vehicles will be equipped with prisoner cages
  - 4. Each patrol car shall be equipped with working portable two way radios
- (b) The driver of the vehicle shall maintain the cleanliness of the vehicle at the cost of the Town; however, maintenance of the vehicle shall be fully provided by the Town.

- (c) It is agreed to by the Town that all new Police vehicles purchased by the Town shall be ordered with high-speed pursuit radial tires. Any vehicle, which has replacement of tires after July 1, 1982, shall also be equipped with high-speed pursuit radial tires.
- (d) At the expense of the Town, every patrol and administrative vehicle shall have a full detailed cleaning of the interior and exterior once a year by an outside vendor if the budget allows.

The Town shall supply vehicle wash slips for the vehicles to be washed at a car wash, which is agreed upon by the Chief of Police.

Officers will not be responsible to clean biological and non-biological substance(s) that would irritate/infect an officer by smell, touch or cause harm to the officer that was expelled in the department owned/operated vehicles. At the expense of the Town, a third party company will be contracted to clean the substance(s).

## ARTICLE XXVI

### EQUIPMENT

- (a) All new Police Officers shall be issued the following equipment as needed:
  - 1 - Uniform Hat
  - 1- Ball Cap
  - 2 - Blue Ties
  - 3- Shirts (winter)
  - 3 - Shirts (summer)
  - 2 - Duty Uniform Pants
  - 1 - Long Sleeve\_Dress Shirt
  - 1- Short Sleeve Dress Shirt
  - 1 - Winter Coat
  - 2- Vest Carriers
  - 1- Spring Coat
  - 2- Ties
  - 1 - Duty Belt
  - 1 - OSHA Compliant Rain Coat, Rain Hat, Rain Boots
  - 2- Set of Handcuffs (S&W or Peerless)
  - 2- Handcuff Cases
  - 1 - Sam Browne belt with strap
  - 1 - Hat Badge
  - 1 - Coat Badge
  - 1 - Shirt Badge
  - 1- Wallet Badge

- 1 - .40 caliber semi-automatic weapon with 3 magazine/holders
- 1 40 Caliber semi-automatic (Safariland ALS) holster
- 1 - Pair of black leather footwear
- 1 - Set Town Ordinances
- 1 - Rules and Regulations Book
- 1- Pair of black leather insulated gauntlet gloves
- 1 - (Monadnock) expandable baton and holder
- 1 - O/C spray with holder
- 1- Portable radio and radio holder
- 1- Pair of boots

The Academy equipment list must be a separate uniform. No substituting items on the Department list for items needed for the academy.

- (b) Effective July 1, 2003, all current and future employees will be issued one (1) snowsuit or equivalent cold weather gear.
- (c) The Town of Foster agrees to update each Officer's equipment so that it may conform to present issued equipment standards. This shall not include equipment appearing on the list previously purchased by the individual officer.
- (d) The Town of Foster agrees to replace all equipment damaged, not as a result of an officer's carelessness, upon inspection and recommendation of the Chief of Police (approval not to be unreasonably withheld).
- (e) Any changes or additions required by the Town shall be at the expense of the Town of Foster.
- (f) Employees shall be responsible for all maintenance of all clothing and equipment provided by the town.
- (g) All equipment issued remains the property of the Town of Foster and shall be returned upon the request of the Chief of Police.
- (h) PERSONAL PROPERTY: When a member of the Foster Police Department covered by this agreement shall in the line of duty and without fault or negligence on the part of the officer have prescription glasses, snowsuit, flashlight, or watch stolen, damaged, or destroyed, he shall have said item repaired within forty-five (45) days from the date of loss or damage claim submitted to the Chief of Police. If the item in question is deemed non-repairable or stolen, then the item in question shall be replaced with a similar model of equal value, or an equal thereto of another brand, provided said member submits proof of purchase for the value stated in the form of a receipted sales slip from the vendor thereof to the Chief of Police as to establish the true value, and the decision as to repair or replacement shall be binding and final on all parties involved

thereto, subject to maximum dollar limitations as set forth below and provided that said replacement is not covered by other applicable insurance policies.

#### MAXIMUM DOLLAR LIMITATIONS

Prescription Glasses	\$150.00
Wrist Watches	\$ 50.00
Flashlights	\$100.00

#### ARTICLE XXVII

##### OFFICERS OF THE I.B.P.O

All members of the Department who are Officers of the I.B.P.O., or who are appointed as members of the legislative committee of the said I.B.P.O., but not to exceed one (1) in number, shall be allowed time off, with pay, for attendance upon official I.B.P.O. business in negotiations, and/or conference with the Town. The President of the I.B.P.O., or his/her designee, shall be allowed time off, with pay, for attendance at grievance and/or disciplinary arbitrations, as well as attendance to court proceedings involving the I.B.P.O. or its members and the Town without requirement to make up said time. Attendance at said arbitrations and/or legal proceedings shall be subject to the prior approval of the Chief of Police.

For attendance at State I.B.P.O. business, one (1) member shall be allowed time off without requirement to make up said time. A member of the Department who may also be an Officer of the state I.B.P.O. shall be allowed time off with pay for such attendance of State Official Business without the requirement to make up such time. The President of his/her designee shall be allowed time off with pay to attend monthly meetings of the I.B.P.O. without being required to make up said time. Time off with pay will be limited to five (5) days per calendar year.

#### ARTICLE XXVIII

##### SEVERABILITY

In the event that any provision of this agreement between the parties shall be held by operation of law or by the court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but should be continued in force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

## **ARTICLE XXIX**

### **ENTIRE UNDERSTANDING**

- (a) The Town and the union agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.
- (b) The parties further agree that any mutual agreements or understandings which are reached during the term of this agreement shall be reduced to writing and signed with the same formality and attached hereto.
- (c) Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this agreement.

## **ARTICLE XXX**

### **LIABILITY INSURANCE**

The Town of Foster agrees to furnish insurance coverage for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property right, assault and battery, physical injury, and sickness and disease sustained by a third party accidentally caused by an act of the insured in making or attempting to make an arrest. The Town agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgments rendered against such employee in any proceedings arising out of the course of their employment. It is further agreed that the Town may have the option of self-insuring but it shall remain the responsibility of the Town to protect the employee against any of the enumerated conditions or actions.

## **ARTICLE XXXI**

### **DEATH IN THE LINE OF DUTY**

In the event that a member of the bargaining unit is killed in the line of duty, his/her family shall continue to receive the same healthcare benefits provided to the officer until such time that the family is covered by another plan of equal coverage.

## **ARTICLE XXXII**

### **FUNERAL EXPENSES**

The Town agrees to defray all funeral and burial expenses of any member of the bargaining unit killed in the line of duty, up to a maximum \$8,500.00.

## **ARTICLE XXXIII**

### **TRANSPORTATION AND MILEAGE FEES**

The Town shall provide transportation to and from all required schools and training, if available.

If Town transportation is unavailable, the Town shall reimburse the officer at the current I.R.S. rate for the use of his/her personal vehicle if used. Measurement of mileage shall be computed from the Police Department to the school site or training.

### **TRAVEL PAY**

Any officer who is on his/her off duty time and is required to respond to police training to take a course for the police department or required to appear in court shall be paid time and one-half the officer's regular rate of pay. If the officer must travel outside of his/her jurisdiction or duty area, he/she must be paid travel time from headquarters to the training site, or to the required court, and travel time from the training site or court back to headquarters. If the officer elects to respond from his/her residence to headquarters, that distance shall be deducted from the overall travel time pay. The Chief of Police or his designee along with the Union President may travel to each training site during usual travel times to mutually agree on a time to and from said training or determine the estimated time via mapping sources, etc.

## **ARTICLE XXXIV**

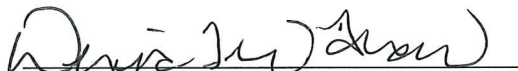
### **DURATION OF AGREEMENT**

- (a) This agreement shall be for the period commencing July 1, 2017 and ending June 30, 2020.

EXECUTION OF AGREEMENT


In witness whereof, the said Town of Foster has caused this instrument to be executed and its corporate seal to be affixed by the President of the Honorable Town Council Denise L. DiFranco, thereunto duly authorized by the Honorable Town Council of the Town of Foster, caused this instrument to be executed by Raymond Peters, President, thereunto duly authorized by the International Brotherhood of Police Officers, Local #637, as of the day and year first above written.

TOWN OF FOSTER

  
Denise L. DiFranco  
Town Council President

10/19/17  
Date

1:45 PM  
Time

  
Witness

10/19/2017  
Date


1:46 pm  
Time

INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS, LOCAL #637

  
Raymond Peters  
President, Local #637

10 19 2017  
Date

11:01  
Time

  
Witness

10/19/17  
Date

11:09  
Time