

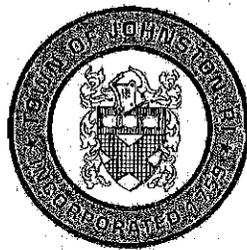
# Agreement Between



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TOWN CLERK'S OFFICE  
TOWN OF JOHNSTON

**International Brotherhood of  
Police Officers  
Local 307**

and



**Town of Johnston**

**July 1, 2010 – June 30, 2013**

## TABLE OF CONTENTS

### Article I

Section 1 – Recognition	5
Section 2 – Agency Shop	5
Section 3 – Payroll Deduction	6
Section 4 – Management Rights	6
Section 5 – Discrimination	6
Section 6 – Table of Organization	6

### Article II

Section 1 – Seniority	7
Section 2 – Determination	8
Section 3 – Temporary Transfers	9

### Article III

Section 1 – Duties	9
Section 2 – Details to Other Departments Prohibited	9
Section 3 – Parades and Other Details	9
Section 4 – Special Details	9

### Article IV

Section 1 – Promotion Policy	11
Section 2 – Vacancies	12
Section 3 – Medical, Hospital and Physicians Service	12
Section 4 – Physical Examination / Immunization	13
Section 5 – Life Insurance	14
Section 6 – Coordination of Benefits	14

### Article V

Section 1 – Calendar Year	14
Section 2 – Vacations	15

### Article VI

Section 1 – Civilian Personnel	15
--------------------------------	----

### Article VII

Section 1 – Clothing Allowance	16
Section 2 – Maintenance Allowance	17
Section 3 – Protective Gear	17
Section 4 – Change of Uniform	17
Section 5 – Probationary Members	18
Section 6 – Gun Qualification Allowance	18

<b>TABLE OF CONTENTS</b>
--------------------------

Section 7 – Police Vehicles	18
<b>Article VIII</b>	
Section 1 – Paid Holidays	18
Section 2 – Time Off For Union Duties	19
Section 3 – Personal Days Off	19
Section 4 – Birthday Off	19
<b>Article IX</b>	
Section 1 – Sick Leave	20
Section 2 – Reasons for Deductible Sick Leave	20
Section 3 – Use of Sick Leave upon Retirement	21
Section 4 – Leave Non-Deductible	21
Section 5 – Injury or Illness in the Line of Duty	21
Section 6 – Abuse of Sick Leave	22
Section 7 – Paternity/Maternity Leave	22
Section 8 – Military Leave	22
<b>Article X</b>	
Section 1 – Hours of Work Week	23
Section 2 – Overtime Rate	23
Section 3 – Call Back Pay/Policy	24
Section 4 – Substitution	24
Section 5 – Court Time	25
Section 6 – Compensatory Time	25
<b>Article XI</b>	
Section 1 – Bereavement Pay	26
<b>Article XII</b>	
Section 1 – Grievances	26
Section 2 – Arbitration	27
<b>Article XIII</b>	
Section 1 – Annual Salaries	27
Section 2 – Detective and B.C.I. Personnel	29
Section 3 – Shift Differential	29
Section 4 – Longevity	29

<b>TABLE OF CONTENTS</b>
--------------------------

**Article XIV**

Section 1 – Municipal Pension Trust	31
Section 2 – Pension Escalation	31
Section 3 – Early Retirement Provisions	34
Section 4 – Disability Pension	36
Section 5 – Widow / Widower Pension	36
Section 6 – Pension Contributions	37

**Article XV**

Section 1 – Severability of Provisions	38
Section 2 – Past Practice and Benefits	38
Section 3 – Duration of this Agreement	38

**Article XVI**

Section 1 – Miscellaneous Items	38
---------------------------------	----

**Appendix A**

## **AGREEMENT**

Pursuant to the provisions of the Policeman's Arbitration Act of the State of Rhode Island, 1963, as amended, this Agreement is made and entered into as of the 1<sup>st</sup> day of July, 2010 by and between the Town of Johnston, hereinafter referred to as the Employer, and the I.B.P.O., Local 307, hereinafter referred to as the union.

<b>ARTICLE I</b>
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### **Section 1 – Recognition**

(A) Recognition – The Town of Johnston hereby recognizes and acknowledges Local 307 I.B.P.O. as the sole and exclusive bargaining agent for all permanent and probationary full-time officers of the Johnston Police Department from the rank of Patrolman up to and including the rank of Major, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours of work, assignments, and working conditions.

(B) Right to Strike Prohibited – All employees subject to the terms of this agreement shall have no right to engage in any work stoppage, slow-down or strike against the Town of Johnston and Title 28 Chapter 9.2 of the General Laws of the State of Rhode Island, as amended, is hereby incorporated by reference into this agreement and made a part hereof.

(C) Unilateral Changes Prohibited – The Town shall be prohibited from imposing any unilateral changes in terms and conditions of the employment specifically expressed in this agreement.

### **Section 2 – Agency Shop**

All permanent officers of the Police Department shall have the right to voluntarily join the union or refrain from joining; however, any permanent police officer who shall not choose to join, and who is covered by the terms of this Agreement, shall be required to pay a bi-weekly service fee in order to defray costs in collection with the legal obligations and responsibilities incurred to or in connection with the enforcement or execution of the rights and/or obligations contained in this Agreement or those contained in any other lawful act or Agreement pertaining to the employment condition of the members of the Johnston Police Department.

Any permanent officer of the police department who shall have his/her union membership application refused for just cause shall neither be required to

pay any bi-monthly service fees nor be required to pay any monthly service fees hereto.

### **Section 3 – Payroll Deduction**

The employer shall deduct union dues bi-monthly from payroll of all members, upon receipt of signed payroll deduction authorization forms, and shall forward such deductions to: Comptroller, International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, MA 02169-4213.

### **Section 4 – Management Rights**

The union recognizes that except as limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operation of the Police Department and the employees are vested in the Town. For example, but not limited thereto, the Town through the Chief of Police shall have the exclusive rights, subject to the provisions of this agreement and consistent with applicable laws and regulations:

- (A) To direct the employees in the performance of official duties;
- (B) To maintain the efficiency of the operation entrusted to it; and
- (C) To issue reasonable rules and regulations and to exercise any and all rights and authority granted to the Town as an employer by statute, ordinance and applicable regulations, and to comply with the responsibilities thereunder.

### **Section 5 – Discrimination**

The employer hereby agrees not to dismiss, discharge, suspend, nor in any other manner, discriminate against any permanent police officer(s) of the Police Department for their membership in the union or activities pursuant to said membership.

### **Section 6 – Table of Organization**

The Johnston Police Department shall consist of three (3) Divisions, namely the Uniform Division, the Investigative Division, and the Operations and Training Division. Within these Divisions, there shall be Bureaus assigned within the respective Divisions which are identified in the Table of Organization. The Table of Organization for the Police Department is attached hereto as Exhibit "A" and is incorporated herein by reference.

In accordance with Article I, Section 4 of this agreement, any changes or modifications in the Table of Organization, including but not limited to changes in

its design, staffing, numbers and/or ranks shall be in the discretion of the Police Chief. However, changes resulting in reduction in ranks and/or department strength are prohibited.

## ARTICLE II

### Section 1 – Seniority

The employer hereby agrees that the permanent police officers of the Police Department shall have seniority rights, and said seniority rights shall apply with regard to the following matters:

- (A) Transfers or assignments to any division, department, post, positions or agency by whatever name or title the transfer or assignment shall be labeled or designated.
- (B) Vacations, holidays and days off, including, any and all related benefits by whatever name or designation the same might be given.
- (C) Any and all job bidding shall be according to seniority rights.
- (D) 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 a reasonably satisfactory fashion; provided, however, that in cases where the employer 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 the trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this agreement, except in cases where the employer and the union may mutually agree to extend such a trial period. If, during the trial period, the employer 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 the progress of the employee on the job shall be subject to the grievance procedure as herein mentioned.
- (E) It is understood by the parties hereto that, during the trial period, a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee and the Chief of Police.
- (F) Seniority rights with regard to schools shall be applied as follows:

(i). All schools pertaining to a particular bureau will be by seniority within that bureau. All schools pertaining to a particular division will be by seniority within that division. All other generic schools not pertaining to a particular bureau or division will be afforded by overall department seniority.

(ii). Any officers transferred to a new position will be allowed to attend a school associated for that position without seniority consideration as specified in Section 1(f)(i) of this Section above.

(iii). Officers cannot attend the same school twice unless it is for recertification. When attending school, the officer's day off number 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 report to the Operations and Training Division to assist and complete a training bulletin.

## **Section 2 – Determination**

(A). Seniority is hereby defined as the continuous length of service an employee has been a police officer of the Johnston Police Department. Within thirty (30) days next following the execution of this agreement, a seniority list shall be posted in a conspicuous location at the Johnston Police Station. Any and all amendments to, or correction of, said list shall be made within thirty (30) days of the posting thereof.

(B). In determining seniority, the length of time served by an employee on probationary status shall constitute service on the permanent Police Department. Probationary employees whose initial day of service shall be identical shall be placed by the grades or ratings each shall have received at the Police Academy (highest grade first, next highest second, and so forth). In the event there is a tie in the final standing from the Police Academy, the order of seniority will be determined by weapons qualification scores and physical fitness testing scores.

(C). Seniority within each rank shall prevail where a job bid position, school(s), transfer or assignment is limited to one rank.

(D). There will be a one (1) year probationary period beginning from the date the officer candidate is sworn in as a probationary officer. At the completion of one (1) year, the officer will be sworn in as a permanent member or be terminated. During the officer's probationary period they are restrained 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 Patrol Commander. After successfully completing a one (1) year probationary period, the officer will be eligible to bid for a permanent position within the police department in accordance with his/her seniority.

### **Section 3 – Temporary Transfers**

The Chief of Police may make temporary transfers of permanent police officers, for a maximum period of six (6) months, according to seniority. After six (6) months the position shall either be posted permanently or abolished. If an officer will be out of work for a prolonged period of time due to military, sickness, etc., the Chief of Police may make temporary transfers of permanent police officers, for a maximum period of eighteen (18) months; the position shall either be posted permanently or abolished. If a temporary promotion is needed, the Chief shall choose among the top three (3) officers on the list to promote, temporarily, in accordance with Article IV, Section 1 – Promotion Policy.

## **ARTICLE III**

### **Section 1 – Duties**

The duties of the members of the Johnston Police Department shall consist of upholding the United States Constitution, the Constitution of the State of Rhode Island, the General Laws of Rhode Island, the provisions of the Town Charter of Johnston and the Town ordinances of the Town of Johnston. The duties of the members of the Johnston Police department shall also include all normal and legally constituted functions of a municipal police department.

### **Section 2 – Details to other Departments Prohibited**

The Town of Johnston hereby agrees that the members of the Police Department shall not be detailed, assigned, or otherwise transferred to any other department of the Town for non-police work or activity.

### **Section 3 – Parades and Other Details**

No employee covered by the terms of this agreement shall be compelled to parade or attend any function, civic or otherwise, unless they shall be paid according to the pay schedule hereinafter stated.

### **Section 4 – Special Details**

The Chief of Police and/or the Detail Officer with the approval of the Chief of police, can order back officers as deemed necessary on any special police detail such as parades, feasts, elections, road/construction, school functions, special events or the like, in accordance with seniority and said officers will be

compensated at detail pay rate. Detail callback will be with the authorization of the Chief of Police. Any officer who chooses to work details will be subject to being ordered back to work details. Officers will be allowed to work road construction details outside the Town of Johnston, only where a mutual aid agreement is in effect.

Except as hereinafter provided, all police officers covered by this Agreement who shall be assigned to a construction detail shall be paid at a rate of 1<sup>st</sup> Class Patrol Officer's overtime rate. Saturday road construction details will be paid for at a rate of 1<sup>st</sup> Class Patrol Officer's overtime rate. Sunday and holiday road construction details will be paid at the rate of time and one-half of the 1<sup>st</sup> Class Patrol Officer's overtime rate. The Town may charge an administrative fee of two dollars and fifty cents (\$2.50) per hour.

All details are subject to a minimum of four (4) hours pay. Any police officer assigned to a detail which shall continue for more than four (4) hours but less than eight (8) hours, shall be paid for eight (8) full hours work.

Any police officer who shall be assigned to a detail that shall last more than eight (8) hours shall be compensated for time worked over eight (8) hours at a rate of time and one-half of the 1<sup>st</sup> Class Patrol Officer's normal rate.

Any supervisor assigned to be in charge of any detail shall be paid at the rate of 1<sup>st</sup> Class Patrol Officer's overtime rate plus one-dollar (\$1.00) per hour and shall receive a minimum of four (4) hours pay for each such detail.

All details, of whatever nature, shall be assigned according to the seniority roster list on a rotating basis insofar as practical. Any police officer so assigned shall give notice for his/her acceptance within forty-eight (48) hours thereof.

When an officer of the police department who has been assigned to any detail is injured, he/she shall be compensated by said Town for all medical and hospital expenses, etc., as provided by Section 45-19-1 of the General Laws of the State of Rhode Island, 1956, as amended.

All construction, utility or road details assigned for a Saturday are paid at the 1<sup>st</sup> Class Patrol Officer's overtime rate. All construction, utility or road details assigned for a Sunday or a holiday covered by this Agreement are paid at a rate of time and one-half of the 1<sup>st</sup> Class Patrol Officer's normal rate.

The Detail Officer shall determine the number of officers needed at each particular detail, taking into consideration the area and the nature of the detail.

## ARTICLE IV

### Section 1 – Promotion Policy

Any officer having completed five (5) years of service to the Town as a permanent officer shall be eligible for promotion to the rank of Sergeant. After completing one (1) year in the rank of sergeant, the Sergeant will be eligible for promotion to the rank of Lieutenant. After completing one (1) year in the rank of Lieutenant, the Lieutenant will be eligible for promotion to the rank of captain. All promotions within the police department shall be in conformity with the provisions of the Johnston Town Charter and any other ordinances or regulations adopted pursuant thereto. All tests shall be administered in an equitable, competitive, and non-discriminatory manner. Promotions are to be made in the order of numerical finish on the promotional list.

(A). A new promotional exam is to be given every two (2) years thereby creating a new list. No officer shall carry over any score to a new list. All promotional examinations are for one promotional testing period only. This provision applies to the following positions: Sergeant, Lieutenant, Captain, and Major. Promotional/appointment to the rank of Major will come from the rank of Captain within the Johnston Police Department. The current Table of Organization within the Police Department contains three (3) Captains. As long as the Table of Organization does not exceed three (3) Captains, the Chief of Police shall have the right to select the prospective Major from the top three (3) candidates from the Captains promotional list, and no promotional examination for Major will be given. However, if the Table of Organization exceeds three (3) Captains in the future, that is four (4) or more Captains, a promotional examination for the rank of Major will be administered.

In order to attain the rank of Deputy Chief of Police, which is a non-unionized appointed position, the prospective candidate must come from the ranks of Major or Captain within the Johnston Police Department.

(B). Any promotional exam given must be purchased from a company which specializes in promotional exams. The exam is not to be made up or corrected by anyone employed or affiliated with the Town of Johnston. Additionally, the Town agrees to furnish or make available to each officer taking an exam all books and other materials recommended for study by the test publisher and needed to prepare to take the exam at least ninety (90) days prior to giving a promotional exam. All promotions shall come from the active eligibility list and shall be made in order of numerical finish on the promotional list.

(C). The promotional process shall consist of the following steps:

(1). Seniority shall be accumulated at one-half (1/2) points per year with a maximum of ten (10) points.

Written Examination – The written examination shall consist of fifty percent (50%) of an applicant's score. All applicants must receive a passing grade of seventy percent (70%) on the written exam to continue in the promotional process.

(2). Chiefs Evaluation of Job Performance – This will be based on a scale of one (1) to ten (10) points with a maximum of ten (10) points. If the individual disagrees with the Chiefs score he/she does have the right to appeal his or her decision through the grievance procedure. It will be the responsibility of the Chief of Police to explain his or her scoring on appeal.

(3). Oral Examination – The oral examination will consist of thirty percent (30%) of an applicants overall grade. All oral boards will consist of three (3) police officers from departments other than Johnston agreeable to the Chief of Johnston Police and the IBPO Local 307.

When each officer is advised of their overall score, they will also be supplied with their individual ranking on the respective eligibility list. If an officer refuses a promotion a second consecutive time they shall be moved to the bottom of the promotional list.

## **Section 2 – Vacancies**

The Town agrees to fill all vacancies in patrol and supervisory ranks within thirty (30) days after they become vacant, from the established eligibility list. In the event no eligibility list exists, the personnel board shall give examinations within thirty (30) days of the expiration of the previous eligibility list.

The parties agree that the Town shall be allowed to keep up to ten (10) personnel vacancies within the Police Department from the effective date of this Agreement through June 30, 2012.

## **Section 3 – Medical, Hospital and Physicians Service**

It is agreed that the employer will provide health insurance to the employees. The Employer hereby recognizes and guarantees that the health and dental coverages and benefits in existence on July 1, 2010 shall remain in effect for the term of this agreement.

(A). All bargaining unit members starting July 1, 2010 shall contribute \$35.00 per pay period toward the cost of individual healthcare coverage and \$45.00 per pay period toward the cost of family healthcare coverage.

All bargaining unit members starting July 1, 2011 shall contribute \$45.00 per pay period toward the cost of individual healthcare coverage and \$55.00 per pay period toward the cost of family healthcare coverage.

All bargaining unit members starting July 1, 2012 shall contribute \$55.00 per pay period toward the cost of individual healthcare coverage and \$65.00 per pay period toward the cost of family healthcare coverage.

Individual coverage is defined as coverage for one person, and family coverage for more than one person.

(B). The Town of Johnston shall allow any bargaining unit member who retires after July 1, 2001 to participate in the Town Group Dental Plan, such cost for participation to be paid by the retiree in its entirety.

(C). In addition, the employer hereby agrees and covenants the aforementioned coverage shall be continued after retirement of any employee who is a police officer of the Police department on or after the effective date of this agreement. There shall be no co-pays for retirees.

(D). A dental plan will be provided for every police officer of the Johnston Police Department. The dental plan will include the option of family coverage or individual coverage for each officer.

(E). Each member covered by this agreement, along with their family, will be given a prescription plan under their healthcare coverage.

(F). The co-pay for an Urgi-Care visit shall be \$25.00, and the co-pay for an Emergency Room visit shall be \$50.00.

#### **Section 4 – Physical Examination/Immunization**

The employer agrees and covenants to provide, annually, a complete physical examination at its expense. The employer also agrees that immunization shots shall be furnished at its expense upon request of an individual employee for himself/herself or for his/her family, provided said request is deemed appropriate by the Chief of Police, IBPO, Local 307, and the Town of Johnston to agree to the Town physician with the Town of Johnston.

The Town of Johnston agrees that they will furnish at their expense, an annual physical examination by a physician of the employee's choice. However, payment is not to exceed one hundred dollars and no cents (\$100.00).

## **Section 5 – Life Insurance**

(A). The Town of Johnston hereby agrees to provide fully paid life insurance in the amount of seventy-five thousand dollars and no cents (\$75,000.00) for all police officers of the Johnston Police Department. In addition, the employer further agrees and covenants that the aforementioned coverage shall be continued after retirement of any employee who is a police officer of the Johnston Police Department on or after the effective date of this Agreement.

(B). The Town of Johnston hereby agrees to provide life insurance in the amount of two hundred fifty thousand dollars (\$250,000.00) as a death benefit for all members of the permanent police department killed in the line of duty. This insurance is in addition and supplements the insurance provided in the above-section "A".

## **Section 6 – Coordination of Benefits**

The Town shall pay the cost of major medical for retirees. Beginning with the officers who retire on or after 1 July, 2005, said coverage may be temporarily suspended by the Town in avoidance of dual coverage, if equal or greater benefits are provided through any other means of said retiree. If the retiree fails to respond to an inquiry regarding dual coverage through its healthcare administrator or appropriate designee, then the Town shall notify the retirees that in the event he or she fails to comply with said request within thirty (30) days, healthcare coverage will be temporarily suspended until there is compliance.

<b>ARTICLE V</b>
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## **Section 1 – Calendar Year**

(A). For the purpose of this Agreement, the calendar year shall commence on 1 January and terminate on 31 December. All members of the Police Department shall be entitled to take their vacations any time during the calendar year. Vacation preferences shall be assigned on the basis of seniority, and seniority lists for vacation purposes shall be prepared one (1) for each work shift. There shall be prepared two (2) vacation lists, one listing patrol persons by seniority and another listing superiors, sergeants and above, by seniority. Vacation can be taken daily or in blocks of weeks as long as each officer takes at least one (1) vacation in a week block throughout the year.

(B). Any member who resigns or retires during the calendar year shall be entitled to vacation pay in accordance to the schedule herein.

## **Section 2 – Vacations**

Vacations shall be on a shift basis and no members shall be transferred to work a different work shift in violation of the seniority provisions.

The number of vacation days to which each member of the Johnston Police Department shall be entitled to during the calendar year shall be calculated as follows:

(1). Six (6) months, but less than one (1) year of service, five (5) working days.

(2). More than one (1) year, but less than five (5) years, entitled to fourteen (14) working days.

(3). More than five (5) years, but less than ten (10) years, entitled to sixteen (16) working days.

(4). More than ten (10) years, but less than fifteen (15) years, entitled to twenty-two (22) working days.

(5). More than fifteen years, but less than twenty (20) years, entitled to twenty-eight (28) working days.

(6). More than twenty (20) years of service, entitled to thirty-four (34) working days.

(7). If the Department is responsible for changing an officer's day off, number, shift, or division, they will be entitled to keep the vacation of their choice regardless if it conflicts with another officer's vacation.

## **ARTICLE VI**

### **Section 1 – Civilian Personnel**

The Town of Johnston hereby agrees that civilians employed by any agency and working at the Johnston Police Station shall not issue any orders to any police officer covered by this Agreement.

## ARTICLE VII

### Section 1 – Clothing Allowance

The Town agrees to pay each member of the Johnston Police Department the sum of eight hundred seventy-five dollars and no cents (\$875.00) annually for the replacement of necessary uniform replacements.

This provision for uniform replacement reimbursement does not apply to newly appointed permanent members of the Johnston Police Department who have less than one (1) year of service. The clothing allowance is to include uniform blouse and Sam Brown belt, holster and handcuff case for recruits. It is hereby covenanted and agreed by the Town of Johnston to give such new member of the department items outlined as follows:

#### Clothing Allowance

- (1) One Uniform Blouse to include Sam Brown belt, gun holster and ammo pouch
- (1) One uniform hat
- (1) One plastic cover hat
- (2) Two black uniform ties
- (3) Three summer shirts with patches
- (3) Three winter shirts with patches
- (3) Three pairs of uniform pants
- (1) One reversible raincoat
- (1) One Gortex Jacket
- (1) One pair black shoes
- (1) One black garrison belt with gun holster, double ammo pouch
- (1) One pair boots
- (1) One leather uniform jacket
- (1) One Traffic vest
- (1) One hat badge
- (1) One breast badge
- (1) One retractable A.S.P.
- (1) One portable radio
- (1) One whistle with lanyard

## **Section 2 – Maintenance Allowance**

The Town agrees to pay each member of the Johnston Police Department the sum of eight hundred seventy-five dollars and no cents (\$875.00) annually for the maintenance and upkeep of the uniforms.

## **Section 3 – Protective Gear**

The Town of Johnston hereby agrees to furnish to each member of the Johnston Police Department the protective gear outlined as follows:

### **Protective Gear**

- (1) One duty weapon
- (1) One set of handcuffs with key, Smith & Wesson
- (1) One OC spray with holder
- (1) One rechargeable flashlight
- (1) One bulletproof body armor.

The Town needs only to replace body armor once every five (5) years, unless the body armor is destroyed or damaged in the line of duty. Any officer who accepts body armor subjects him/herself to the wear and use of body armor, provided, however, that officers will not be forced to wear body armor while working a detail or inside the police station. The Chief of Police will conduct a survey and with agreement from union officials will designate those members of the department to receive the newly purchased body armor. The Town agrees to install shotgun racks in all police patrol vehicles.

## **Section 4 – Change of Uniform**

(A). The Town agrees that, if at any time during the terms of this Agreement, a change of uniform or appointments thereof is made, and if said change is mandated by the Town, the Town will pay to each member of the Police Department, for both winter and summer uniforms, all monies necessary to effectuate said change. It is also agreed that the members of the Police Department shall have the right to provide suggestions concerning change on uniforms or appointments. Any uniform changes mutually agreed to by the department and the union and not mandated by the Town will not be subject to reimbursement to the officers for expenses incurred.

(B). Any member of the Johnston Police Department shall not be compelled to wear hats inside police cars. The hat must be put on immediately after exiting from the vehicle.

## **Section 5 – Probationary Members**

Any probationary personnel shall be reimbursed for clothing which he/she purchases for the performance of his/her duties as a Johnston Police Officer, and the Town of Johnston hereby covenants and agrees to pay such probationary member not to exceed two thousand five hundred dollars (\$2,500.00) inclusive of said officer's clothing and maintenance allowance.

## **Section 6 – Gun Qualification Allowance**

Any member of the Johnston Police Department qualifying 1 July 2005 to 30 June 2006 with their department issued weapon, with a score of ninety (90) or better, will be compensated by the Town in the sum of five hundred dollars and no cents (\$500.00) during the first pay period in July 2006, and every year thereafter, as long as they achieve a score of ninety (90) or better in each subsequent year after July 1, 2006.

## **Section 7 – Police Vehicles**

Police vehicles assigned to Patrol, and used as an emergency police vehicle shall have no more than ninety thousand (90,000) miles of service. Any police vehicle with more than ninety thousand (90,000) miles of service may be utilized in any other division or bureau for non-emergency police service as determined by the Chief of Police, such as for police details and community policing.

# **ARTICLE VIII**

## **Section 1 – Paid Holidays**

Holiday pay for all members of the Police Department shall be one-fifth (1/5) of the members weekly salary and shall be paid over and above the weekly salary whether or not he/she works the holiday.

All members shall receive fourteen (14) paid holidays and payment shall be made in one lump sum on the first (1<sup>st</sup>) day of December of each year. This payment will be issued in a separate check.

The following is a list of paid holidays:

- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Good Friday
- Easter
- RI Independence Day

Memorial Day  
Independence Day  
V-J Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

## **Section 2 – Time Off For Union Duties**

(A). All members covered by this Agreement who are officers or delegates of Local 307, International Brotherhood of Police Officers, shall be allowed time off for official union business with the Town of Johnston with pay and without requirement to make up said time.

(B). It is agreed that Local 307 shall be allowed four (4) delegates to attend the National Convention of the I.B.P.O. without being charged with time off or required to make up said time.

Time allowed shall not exceed five (5) days for each delegate. It is agreed that the President of Local 307, or his designee, will be allowed time off to attend regional meetings of the National I.B.P.O. without being required to make up said time, not to exceed ten (10) days per year.

(C). Sub-Sections (A) and (B) of this Section shall prevail provided there is sufficient manpower available to cover said members, determined by the Chief of Police.

## **Section 3 – Personal Days Off**

The Town agrees to provide four (4) personal days off to any member of the Johnston Police Department. These days can be used at any time with no restrictions. Any member not using these four (4) days shall not have them credited to him/her during the next calendar year.

Requested Personal Days may be denied in the Patrol Division in those instances when the five (5) Patrol beat staffing level contained in Article 10, Section 1C has been reached, and two (2) of the patrol officers so assigned have already been allowed scheduled leave as provided for in that Section.

## **Section 4 – Birthday Off**

All permanent members of the Johnston Police Department shall be given their birthday off. In the event the birthday falls on his/her day off, he/she shall

be given the next working day off. Members will notify their superiors in writing within seven (7) days preceding their birthday.

## ARTICLE IX

### **Section 1 – Sick Leave**

(A). Sick leave shall be granted at the rate of twenty (20) days per year on 1 July each year, cumulative to a maximum of one hundred twenty (120) days.

(B). Any member with more than ten (10) years of service shall be granted additional cumulative sick leave at the rate of twenty (20) days per year, to a maximum of one hundred twenty (120) days. Any unused cumulative sick leave contained in this section shall be used solely for early retirement as per Section 3 of Article IX.

(C). Any member who has been an officer for three (3) years or more is entitled to additional sick leave up to one hundred ten (110) days, after he/she has exhausted all their accumulated sick time upon hospitalization or disabling illness or injury, upon the Mayor's discretion.

(D). The Department will post all officer's accumulated sick leave, used and unused, effective 1 July of the calendar year, to be posted by 30 July of the same calendar year. If the employee has more than 240 unused sick days, that number shall be reflected on the list posted.

(E). All police officers will be allowed to accumulate unlimited sick leave for use due to an illness and approval of such sick leave will follow the terms of the Family Medical Leave Act ("FMLA") but all police officers will only be able to apply a maximum of up to one hundred twenty (120) days under (A) and up to an additional one hundred twenty (120) days maximum under (B) toward retirement as described in the Article IX, Section 3 – Use of Sick Leave on Retirement.

(F). Once a police officer has exhausted all three of his/her family sickness days, the officer can use a personal sick day for a family sick day. Absence due to caring for a sick family member may be determined to be leave time under the FMLA and the terms and conditions of FMLA must be followed.

### **Section 2 – Reasons for Deductible Sick Leave**

The following events shall constitute deductible sick leave time:

(A). Personal illness or incapacity to such an extent as to be rendered unable thereby to perform the duties of his/her present position; provided, however, that said member is found incapable of performing his/her duties by a

qualified Town physician. Such leave taken may be determined to be leave time under the FMLA and the terms and conditions of FMLA must be followed.

(B.) Attendance upon members of the immediate family of the member, whose illness requires the care of such member, twenty-four (24) hour maximum, additional time at the discretion of the Chief of Police. Such leave taken may be determined to be leave time under the FMLA and the terms and conditions of FMLA must be followed.

(C.) Immediate family shall be defined as the same under the bereavement clause, Article XI, Section 1, Paragraph (A).

### **Section 3 – Use of Sick Leave Upon Retirement**

(A.) Upon retirement in good standing from the Town's employment, after a minimum of ten (10) years employment, the employee shall be paid in cash for any unused cumulative sick leave earned under Section 1(A) of this Article X.

(B.) If an employee intends to retire after 18 – 20 years of employment for the Town of Johnston, said employee, upon retirement in good standing, may retire earlier than his/her anniversary date by utilizing the maximum cumulative sick leave days as earned in Section 1(A) and (B), for early retirement purposes only, of said Article IX if said employee does not elect cash payment thereunder.

(C.) In the event that employee retires after any year of service for the Town, said employee shall not be compensated for any pay or any other fringe benefits, including sick leave pay, but strictly shall be limited to the applicable provisions of Article X and any other retirement benefits covered under this Agreement.

### **Section 4 – Leave Non-Deductible**

Leave of absence caused by quarantine when same is established by the State Board of health or a qualified physician shall not be deductible from the member's sick leave time.

### **Section 5 – Injury or Illness in the Line of Duty**

All members of the Police Department who are injured or contract illness in the line of duty shall receive benefits in conformity with the General Laws of the State of Rhode Island (45-19-1) as amended. Any permanent officer out on Injured on Duty (I.O.D.) status shall not lose any rights, privileges or benefits afforded under the Local 307 contract (i.e. birthdays, vacations, personal days, etc.).

## **Section 6 – Abuse of Sick Leave**

(A). Any permanent member of the Johnston Police Department after being brought up on charges of abused sick leave and found guilty, shall be subject to disciplinary action by the Chief of Police.

(B). The above charge, as in all charges, must be in conformity with the Policemen's Bill of Rights.

## **Section 7 – Paternity/Maternity Leave**

Any member covered by this Agreement will receive a five (5) day paid paternity/maternity leave at the time of the birth or legal adoption of a child under the terms and conditions of FMLA. This leave will start on the day of the birth or legal adoption. However, if birth or adoption occurs on his/her day off, this leave will begin on the first scheduled day he/she is to report back for duty. This leave will be granted regardless of any type of birth. Female officers shall receive maternity leave consistent with the Rhode Island Parental Leave Act and the FMLA. Request for an approval of such time must follow the terms of FMLA and if approved, such time will run concurrently with an approved FMLA leave. FMLA leave is unpaid. However, members are to use all other designated leave time including sick days, maternity, or any other accrued leave including vacation while out on FMLA.

## **Section 8 – Military Leave**

(A). Members are covered by USERRA, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, 38 U.S.C. § 4301 - 4335). The Town agrees to provide full pay to any bargaining unit member in the Military or Reserves/National Guard for military training if scheduled on a regular workday. However, said full pay to members of the bargaining unit is both restricted and limited to thirty-eight (38) mandatory military training days per year.

(B). The Town agrees to provide full pay to any bargaining unit member in the Military or Reserves/National Guard that is activated and/or deployed for a period of thirty-eight (38) days commencing the first day of active duty. Thereafter, the Town shall pay the officer the difference between his/her military pay and his/her regular salary. Being activated and/or deployed shall include active duty, combat duty, a peacekeeping mission, humanitarian relief, homeland security or any other M.O.S. as determined by the Chief of Police. In the event a member of the bargaining unit volunteers for military duty not referenced above, the Town is not obligated to provide said officer with his or her pay.

(C). While on military leave pursuant to paragraphs (A) and (B) above, all benefits pursuant to the terms of this agreement shall continue.

## ARTICLE X

### Section 1 – Hours of Work Week

(A). The regular work week for members of the Johnston Police Department shall be based upon a rotating schedule whereby each member, except Patrol Commander, detective Commander, Traffic Commander, Records Commander, BCI Commander, Prosecution Officer(s), Detectives, Juvenile Officer, School Liaison and DARE Officers (during school year), and all Administrative Staff Officers, shall work four (4) consecutive days then shall be entitled to two (2) consecutive days off. The aforementioned positions (Detectives included) shall work five (5) consecutive days (Monday – Friday) and shall be off two (2) consecutive days (Saturday and Sunday). The work schedule for regular Detectives shall be outlined in subsection (B). Regular Detective shall mean all other officers who receive the pay grade higher than their normal rank.

(B). Detectives assigned to the second watch (8:00 a.m. – 4:00 p.m.) shall work a schedule of five (5) days on and two (2) days off. They will also include coverage for weekends as follows: One (1) Detective will be scheduled to work one (1) weekend on a rotating basis allowing coverage for every weekend throughout the year, not to exceed one (1) weekend per month. Those who work the weekend for that particular week will be compensated with the Friday preceding and the Monday after said weekend. In the event of a shortage caused on a particular weekend due to sick leave or vacations, etc. there will be at least one (1) Detective assigned.

(C). Each shift shall include two (2) supervisor minimum (Patrol) on all shifts. There shall be a two (2) detective (4 to 12 shift) minimum, not including supervisors and BCI. There shall be five (5) patrol beats staffed with patrol officers for each patrol shift, provided no more than two (2) officers so assigned are allowed on scheduled leave per shift, excluding “block vacations”, an officer’s birthday, and officers assigned to dispatch.

### Section 2 – Overtime Rate

Any hours worked in excess of eight (8) hours on any shift shall be compensated at the rate of time and one-half. For the purpose of computing the overtime rate to be paid, the following schedule shall apply:

(A). Working more than fifteen (15) minutes but less than thirty (30) minutes, the officer shall be paid one-half (1/2) hour overtime.

(B). Working more than thirty (30) minutes but less than sixty (60) minutes, the officer shall be paid one (1) hour overtime.

(C). Any officer who works a double shift – sixteen (16) hours straight – or sixteen (16) hours in a seventeen (17) hour period – will be paid time and one-half for the second eight (8) hours (hours 9-17). If an officer works four (4) hours or less, he/she will be paid time and one-half; after the first four (4) hours, they will be paid time and one-half.

(1) Overtime will be paid on the payday following the week in which the overtime was worked.

### **Section 3 – Call Back Pay Policy**

Any member not on duty who shall be called back to duty shall be paid a minimum of four (4) hours pay at the overtime rate of pay.

Call back for overtime shall be by a rotating seniority list within each division/bureau and rank. Example: if a patrolman is needed for call back in the patrol division/bureau, at the commencement of this contract, the most senior patrol officer in patrol shall be called first, and then the next one in seniority and so on. However, once a senior patrol officer in patrol accepts the overtime call back, then that officer is excluded from further overtime call back until the rotating list is exhausted. Example: if there are ten (10) patrol officers on the seniority list, and the three (3) most senior officers decline offered overtime, and the fourth (4<sup>th</sup>) most senior accepts the call back overtime, then the officer is excluded from future overtime until the rotating overtime list is exhausted. Call back will resume with the most senior officer(s) who has not worked overtime, regardless if the officer(s) declined or were unavailable in previous call back procedures. The only exception that would allow an officer, who has already worked an overtime, to work a second overtime prior to the list being exhausted, is in the event that no other officer accepts the overtime needed. If an officer works more than one overtime, as a result of no other officer accepting overtime call back, that officer shall be considered to have worked only one overtime, and shall not be by-passed for more than one overtime worked. The aforementioned shall apply to all ranks and divisions.

### **Section 4 – Substitution**

The right to substitute at any time shall be permitted; provided, however, that permission shall have been obtained from the Superior Officer in charge of the shift sixteen (16) hours prior to the substitution or unless an emergency situation exists.

Any ranking officer may substitute for any other ranking officer.

It shall be the discretion of an officer to work a double shift for sixteen (16) straight hours, subject, however to the Chief of Police, or his designee, approving said substitution, and subject to the Chief's, or his designee's, discretion for an

officer to work a double shift. Substitutions shall be paid at the straight –time rate of the officer for whom substitution is made. There shall be allowed a maximum of two (2) double shift substitutions per calendar month for each officer.

These substitutions are to be allowed with no restrictions except as stated herein.

### **Section 5 – Court Time**

Any member of the Johnston Police Department who is required, during his/her off duty hours, to attend any court for the purpose of testifying shall be compensated at the overtime rate of pay, and shall be entitled to a minimum of four (4) hours pay. Any and all expenses incurred by such police officer, including but not limited to travel expenses, etc., shall be paid for by the Police Department of the Town of Johnston.

Any off duty officer placed on stand-by status relative to a court proceeding shall report to the Police Station. However, whenever possible, he/she shall be properly notified at least twenty-four (24) hours prior to such stand-by. Any officer so reporting shall be paid at the overtime rate of pay and shall be entitled to a minimum of four (4) hours pay.

Any such police officer who is on stand-by at the Police Station awaiting a court appearance shall be obligated to perform normal police functions, if asked.

### **Section 6 – Compensatory Time**

Any and all overtime situations shall be, at the discretion of the officer, paid either monetarily, or be received as compensatory time. There will be no restrictions on receiving compensatory time except as stated herein within this section. Compensatory time can be taken at four (4) hour intervals, as long as it is the first or last four (4) hours of duty. When taking a shift off with compensatory time, an officer will use 7.5 hours of time.

At minimum staffing levels, only two officers will be called back for overtime to accommodate two officers utilizing compensatory time on any given shift within their bureau. For example, if the minimum staffing level in the Uniform Patrol Division/Bureau is established at four (4) officers for the road and four (4) officers are scheduled for the road, then only two (2) officers will be allowed to utilize compensatory time. Another example offered, is if six (6) officers are scheduled for the road in patrol, only four (4) officers will be allowed to utilize compensatory time off. Call back will be for two (2) officers utilizing compensatory time. At no time shall a whole shift be allowed to take compensatory time off.

The maximum amount of compensatory time an officer can accumulate is four-hundred eighty (480) hours. Officers cannot create their own overtime by

utilizing their compensatory time. No officer in any Division/Bureau will be ordered back to fill any vacancy caused by compensatory time.

## ARTICLE XI

### Section 1 – Bereavement Pay

The Town of Johnston hereby agrees that bereavement pay shall be paid as follows with the approval of the Chief of Police:

In the event of the death of a member's mother, father, sister, brother, wife, husband, child, stepchild, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, and aunts and uncles related by blood to the officer, said member shall be entitled to a leave of absence with full pay from the time of notification of the death through and including the day of the funeral. Any other family member not mentioned, officers shall be entitled to the day of the funeral off with pay. Any extension of bereavement days requires approval of the Chief of Police. Any other bereavement days will be solely at the discretion of the Chief.

## ARTICLE XII

### Section 1 – Grievances

For the purpose of resolving alleged grievances of members of the Johnston Police Department arising out of the interpretation of this contract, the following grievance procedure is accepted by the Town:

(A) When a member feels he/she has a grievance, he/she shall, in writing, within seventy-two (72) hours, bring it to the attention of the Executive Board of the union to determine the justification of the complaint.

(B) If the Executive Board feels there is justification in the complaint, it shall appoint a representative to arrange a meeting, within five (5) days thereof with the Chief of Police, who shall advise the Mayor of the alleged grievance.

In the event the grievance cannot be satisfactorily settled between the representatives of the Union and the Town as aforesaid within five (5) days, the matter shall be submitted to arbitration as set forth hereinafter.

(C) It is expressly understood by the parties hereto that the members of the Johnston Police Department shall have no right to engage in any work stoppage, slowdown, or strike. Any and all issues and grievance and arbitration procedures are set forth herein.

(D) No member of the bargaining unit shall be disciplined without just cause. In accordance with Rhode Island General Law 42-28.6-13, any disciplinary action up to and including a two (2) day suspension may be appealed through the grievance procedure, if the aggrieved officer chooses to appeal.

**Section 2 – Arbitration**

(A) Within five (5) days from the expiration of the period set forth in Section 1, the Town and the Union shall each appoint an arbitrator to represent them, and each shall notify the other of the name of the person so designated by it as its representative, who shall request the assignment of a single arbitrator by the American Arbitration Association (AAA).

(B) In all cases involving a grievance which is submitted to the Arbitration Board, the individual(s) shall further be entitled to be represented by legal counsel of his/her choosing.

(C) Any decision handed down by the majority of the arbitration board shall be final and binding upon the parties.

(D) All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

<b>ARTICLE XIII</b>
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**Section 1 – Annual Salaries**

Commencing 1 July 2010 and ending on 30 June 2011, the annual salaries for the members of the Police Department shall be as follows:

<b>Rank</b>	<b>Semi-Monthly Annual Salary</b>
Major	\$2,774.10
Captain(s)	\$2,561.41
Lieutenant(s)	\$2,402.97
Sergeant(s) / Detective(s)	\$2,244.54
Patrol Person 1 <sup>st</sup> Class	\$2,086.12
Patrol Person 2 <sup>nd</sup> Class	\$1,978.55
Patrol Person 3 <sup>rd</sup> Class	\$1,687.49

Commencing 1 July 2011 and ending on 30 June 2012, the annual salaries for the members of the police Department shall be as follows:

<b>Rank</b>	<b>Semi-Monthly Annual Salary</b>
Major	\$2,774.10
Captain(s)	\$2,561.41
Lieutenant(s)	\$2,402.97
Sergeant(s) / Detective(s)	\$2,244.54
Patrol Person 1 <sup>st</sup> Class	\$2,086.12
Patrol Person 2 <sup>nd</sup> Class	\$1,978.55
Patrol Person 3 <sup>rd</sup> Class	\$1,687.49

Commencing 1 July 2012 and ending on 29 June 2013, the annual salaries for the members of the police Department shall be as follows:

<b>Rank</b>	<b>Semi-Monthly Annual Salary</b>
Major	\$2,829.58
Captain(s)	\$2,612.64
Lieutenant(s)	\$2,451.03
Sergeant(s) / Detective(s)	\$2,289.43
Patrol Person 1 <sup>st</sup> Class	\$2,127.84
Patrol Person 2 <sup>nd</sup> Class	\$2,018.12
Patrol Person 3 <sup>rd</sup> Class	\$1,721.24

Commencing 30 June 2013, the annual salaries for the members of the police Department shall be as follows:

<b>Rank</b>	<b>Semi-Monthly Annual Salary</b>
Major	\$2,857.88
Captain(s)	\$2,638.77

Lieutenant(s)	\$2,475.54
Sergeant(s) / Detective(s)	\$2,312.32
Patrol Person 1 <sup>st</sup> Class	\$2,149.12
Patrol Person 2 <sup>nd</sup> Class	\$2,038.30
Patrol Person 3 <sup>rd</sup> Class	\$1,738.45

(A) Pay day for members of the Police Department shall be on the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of each month.

**Section 2 – Detective and B.C.I. Personnel**

Detective and B.C.I. personnel shall receive one (1) pay grade higher than their normal rank.

**Section 3 – Shift Differential**

(A) All members of the Police Department who are assigned to work the 4:00 p.m. to 12:00 midnight shift shall receive a shift differential of one (1) percent.

(B) All members of the Police Department who are assigned to work the 12:00 midnight to 8:00 a.m. shift shall receive a differential of one-half (1/2) percent.

**Section 4 – Longevity**

Effective July 1, 2010 every member of the Police Department shall receive an increase in longevity of ½ %.

In addition to basic salary, the following longevity schedule shall be in effect and payable on the anniversary date of every member of the Police Department who has been employed for five (5) years or more:

(A) Every member of the Police Department who has been so employed for five (5) years shall receive an additional four (4) percent per week of his/her basic salary.

(B) Every member of the Police Department who has been so employed for ten (10) years shall receive an additional eight and one-half (8 1/2) percent per week of his/her basic salary.

(C) Every member of the Police Department who has been so employed for fifteen (15) years shall receive an additional eleven (11) percent per week of his/her basic salary.

(D) Every member of the Police Department who has been so employed for twenty (20) years shall receive an additional thirteen and one-half (13 1/2) percent per week of his/her basic salary.

(E) Commencing 1 July 2010, every member of the Johnston Police Department eligible to receive longevity benefits shall be paid according to the longevity schedule agreed upon as follows:

<b>YEARS OF SERVICE</b>	<b>PERCENT PER WEEK</b>
5	4
6	4 1/2
7	5
8	5 1/2
9	6
10	8 1/2
11	9
12	9 1/2
13	10
14	10 1/2
15	11
16	11 1/2
17	12
18	12 1/2
19	13
20	13 1/2

## Article XIV

### **Section 1 – Municipal Pension Trust**

There shall be established a Municipal Pension Trust. The Agreement establishing the Municipal Pension Trust shall be executed and provided to Local 307.

Effective July 1, 2010, new hires are to become part of the Municipal Employees Retirement System.

### **Section 2 – Pension Escalation**

(A) All officers, who retire from the Johnston Police Department as referenced herein after 1 July 2005, shall receive a three percent (3%) compounded COLA on all annual pension amounts received. The three percent (3%) compounded COLA payments shall begin in the twenty-fifth (25<sup>th</sup>) month following the date of the officer's retirement.

(B) Any officer who retires from the Johnston Police Department after 1 July 2005 shall be entitled to receive annually, in equal monthly installments, a sum equal to the applicable interest of the average of the officer's three highest years of gross pay, as documented on the government's W2 tax form issued to the officer, excepting monies paid to the Town of Johnston, which were funded by private companies to hire officers for non-municipal detail assignments and the officer's gun / qualification allowance, which will be excluded from the above-gross pay amount. Any officer who retires from the Johnston Police Department after 1 July 1979 but prior to 1 July 2005 shall be entitled to receive annually, in equal monthly installments, a sum equal to one-half (1/2) of his/her annual salary for the remainder of his/her life.

(1) Any officer who has retired from the Johnston Police Department prior to 1 July 1979, and retired at a fixed annual pension, shall be entitled to receive annually, in equal monthly installments, a sum equal to fifty (50) percent of his/her retirement rate of pay. Example: If a retiree who retired prior to 1 July 1979 receives a fixed annual pension salary of ten-thousand dollars (\$10,000.00) and, in the event the active members receive a six (6) percent salary increase through negotiations, the retirees shall receive fifty (50) percent of the six (6) percent salary increase or three (3) percent of his/her fixed annual pension of ten-thousand dollars (\$10,000.00), giving him/her a fixed annual pension of ten-thousand three-hundred dollars (\$10,300.00) for the ensuing fiscal year. For clarification of this section, the retiree who retired prior to 1 July 1979, shall not be included in subsection (C) hereafter for the purpose of "annual salary" definition.

(C) To clarify and simplify subsection (A), and (B) of Section 2 above, the following examples are offered:

(1) An officer retires from the department after 1 July 2005 and after serving twenty (20) years, and the officer's three (3) highest years of gross pay as specified in Section 2(B) of this Section above are \$70,000, \$70,000 and \$100,000. The retirement pension for the officer would be fifty (50) percent of the average of the officer's three (3) highest gross year earnings (i.e. \$80,000) which would result in a \$40,000 retirement pension plus a three (3) percent compounded COLA beginning in the 25<sup>th</sup> month following the date of the officer's retirement as specified in Section 2(A) of this Section above. An officer retires from the Department after 1 July 1979 but prior to 1 July 2005, after serving twenty (20) years, and at the time of his/her retirement, he/she was receiving a salary of \$10,000 annually for the rank he/she held. Upon retiring, he/she will be eligible to receive fifty (50) percent or one-half (1/2) of his/her \$10,000 annual salary, making his/her retirement payment five thousand dollars (\$5,000) annually and in addition, they will also receive fifty (50) percent or one-half (1/2) of their longevity and holiday which will be added into their retirement payment.

(1A) All officers with twenty (20) years of service or more on the Johnston Police Department, upon retiring, will continue to receive family prescription plan.

(2) An officer retires from the department after 1 July 2005 and after serving twenty-five (25) years, and the officer's three (3) highest years of gross pay as specified in Section 2(B) of this Section above are \$70,000, \$70,000 and \$100,000. The retirement pension for the officer would be 65% of the average of the officer's three highest gross year earnings (i.e. \$80,000) which would result in a \$52,000 retirement pension plus a three percent (3%) compounded COLA beginning in the twenty-fifth (25<sup>th</sup>) month following the date of the officer's retirement as specified in Section 2(A) of this Section above. An officer retires from the department after 1 July 1979 but prior to 1 July 2005, after serving twenty-five (25) years, and at the time of his/her retirement, he/she was receiving a salary of \$10,000.00 annually for the rank he/she held. Upon retiring, he/she will be eligible to receive sixty-five (65) percent of his/her \$10,000.00 annual salary, making his/her retirement payment six thousand five hundred dollars (\$6,500.00) annually.

(3) An officer retires from the department after 1 July 2005 and after serving thirty (30) years, and the officer's three highest years of gross pay as specified in Section 2(B) of this Section are \$70,000, \$70,000 and \$100,000. The retirement pension for the officer would be seventy percent (70%) of the average of the officer's three highest gross year earnings (i.e. \$80,000) which would result in a \$56,000 retirement pension plus a three percent (3%) compounded COLA beginning in the twenty-fifth (25<sup>th</sup>) month following the date of the officer's retirement as specified in Section 2(A) of this Section above. An

officer retires from the department after 1 July 1979 but prior to 1 July 2005, after serving thirty (30) years and at the time of his/her retirement he/she was receiving a salary of \$10,000.00 annually for the rank he/she held. Upon retirement he/she will be eligible to receive seventy (70) percent of his/her \$10,000.00 annual salary, making his/her retirement payment seven thousand dollars (\$7,000.00) annually.

(4) There shall be a mandatory thirty (30) year retirement for all members of the Johnston Police Department. This retirement shall be implemented as follows: All officers who shall have at least thirty (30) years of completed service on the Johnston Police Department and who shall have attained the age of sixty (60) shall retire from service. No one shall be compelled to retire until he or she has satisfied both elements of this clause (30 years of service and age 60). Any military service time purchased by an officer shall not be used in the computation of the term "completed service" unless the individual officer chooses to use it.

**Retirement Schedule**

10 years to 17 years	25% plus no benefits; pay starts on 21 <sup>st</sup> anniversary
18 years	45%, full benefits
19 years	47 ½%, full benefits
20 years	50%, full benefits
21 years	52 ½%, full benefits
22 years	55%, full benefits
23 years	57 ½%, full benefits
24 years	60%, full benefits
25 years	65%, full benefits
26 years	66%, full benefits
27 years	67%, full benefits
28 years	68%, full benefits
29 years	69%, full benefits
30 years	70%, max regardless of years after 30 years, full benefits

(5) While on retirement and receiving fifty (50) percent, the active members of the Police Department receive an additional ten (10) percent annual salary increase, making an officer who retired after 1 July 1979 but prior to 1 July 2005, annual pension payments computed by multiplying the prevailing annual salary of the active members for his/her rank, by whatever percentage figure he/she is entitled to by virtue of the number of years served prior to his/her retirement. An officer retiring at fifty (50) percent will then receive five thousand five hundred dollars (\$5,500.00) annually, and the officer retiring at sixty-five (65) percent will then receive seven thousand one hundred fifty dollars (\$7,150.00) annually.

**(E) Pension Credit for Military Service:**

(1) As of 1 July 1985, any permanent member of the Police Department who has served on active duty in the armed forces of the United States shall be allowed to buy back time spent in the active service up to a maximum of two (2) years.

(2) The crediting of such active duty time purchased shall be for pension purchases only, and shall not affect a member's seniority in any way.

(3) When submitting a request to purchase said active duty military time, proof of said time shall also be submitted, i.e., a DD-214.

**Section 3 – Early Retirement Provisions**

Members of the Johnston Police may retire in accordance with the following provisions:

**(A) 1-10 years**

If an officer resigns between one (1) and ten (10) years of service on the Johnston Police Department, said officer is not vested in the pension plan and may not participate, but is entitled to a lump sum return of his/her contributions, plus interest equal to the interest rate used by the State of Rhode Island Municipal Employees Retirement System. He/she will receive no benefits. He/she will not be considered to have retired.

**(B) 10-18 years**

If an officer chooses to leave during this period, then he/she will receive in a lump sum both the six (6) percent he/she contributed to the retirement fund and the twelve (12) percent contributed by the Town as a lump sum payment at the time he/she leaves the employment of the Town. He/she will receive no benefits. He/she will not be considered to have retired. The giving back of retirement

funds dates back only to the time the pension plan became effective; which was approximately 1977 or thereabouts.

(C) There is available an option if this employee should wish to leave his/her retirement fund intact, not withdrawing any amount until that amount has been in for a period of twenty (20) years, then that employee will receive a pension beginning the 21<sup>st</sup> year, at the rate of twenty-five (25) percent of a sum equal to the average of the officers three highest gross year earnings as determined in Section 2(B) above, at the time he/she left the police department with no further benefits assuming the officer has served ten (10) years or more. The officer will receive a three (3) percent compounded COLA on the annual pension amounts received, beginning in the twenty fifth (25<sup>th</sup>) month following the date of the twenty (20) year period referenced above.

(D) Early Retirement

(1) After eighteen (18) years of service, a police officer may take an early retirement if he/she chooses to do so. His/her retirement pay will be forty-five (45) percent of a sum equal to the average of the officer's three highest gross year earnings as determined in Section 2(B) above, at the time of his/her retirement. He/she will also be able to buy back military time up to a maximum of two (2) years and sick days may be accumulated toward retirement up to a maximum of 240 days. If said sick days are used to attain the years required for early retirement, the employee is not entitled to cash reimbursement for said days.

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(2) The early retired officer will also receive the health coverage benefits that were in existence on July 1, 2010. The officer will receive a 3% compounded COLA beginning in the 25<sup>th</sup> month following the date of the officer's retirement.

(3) If he/she retires after nineteen (19) years of service, he/she will receive forty-seven and one-half (47 ½) percent of a sum equal to the average of the officer's three highest gross year earnings as determined in Section 2(A) above, at the time of retirement and receive credit for military time, sick leave accumulated.

(E) Retirement after 20 years

If a member of the Police Department retires after twenty (20) years of service, then, he/she will retire with the benefits of health and dental coverages and benefits in existence on July 1, 2010, and the ability to purchase back military time, sick leave, and 50% of a sum equal to the average of the officer's three highest gross year earnings as determined in Section 2 (B) above, at the

time of his/her retirement. The officer will receive a 3% compounded COLA beginning in the 25<sup>th</sup> month following the date of the officer's retirement.

If a police officer retires with more than twenty (20) years of service, he/she will receive 2 ½% more toward his/her retirement per year, to a maximum of sixty (60) percent. After twenty-five (25) years of service he/she will receive sixty-five (65) percent of a sum equal to the average of the officer's three highest gross year earnings as determined in Section 2 (B) above, and he/she will receive one (1) percent more toward his/her retirement per year to a maximum of seventy (70) percent. After twenty-five (25) years of service, he/she will receive all other benefits mentioned, including the military time and accumulated sick leave. He/she will receive health and dental coverages and benefits in existence on July 1, 2010, and a 3% compounded COLA beginning in the 25<sup>th</sup> month following the date of his/her retirement.

But a police officer retiring with less than twenty-five (25) years of service will receive 2 ½% more toward his/her retirement per year to a maximum of sixty (60) percent.

#### **Section 4 – Disability Pension**

All police officers of the Johnston Police Department who are injured in the line of duty and qualify for a disability pension shall receive from the Town the difference between what is his or her pension payments and sixty-six and two thirds (66 2/3) percent of what his or her base pay was at the time of the injury.

Whenever an officer of the permanent police department shall become unfit to perform active duty by reason of job related physical infirmity or illness, such officer based on a medical decision of a board of three physicians shall be retired from active service and placed on a disability pension. No officer of the permanent police department shall be granted a disability pension unless and until that officer has been examined by a board of three (3) physicians certified in or specializing in the area of medicine that deals with the alleged infirmity and after said physical examination the officer has attained the majority vote of the board of three (3) physicians that the physical infirmity or illness is job-related and further that the physical infirmity or illness incapacitates the officer from the performance of his/her duties as a police officer. The examining board of physicians shall consist of one (1) physician selected by the union, one (1) physician selected by the Town and a third selected by the above-mentioned physicians.

#### **Section 5 – Widow/Widower Pension**

The widow/widower of an employee who dies in the line-of-duty from injury or illness prior to his/her retirement shall receive fifty (50%) percent of the final average of the employee's three (3) highest consecutive years of compensation

based on weekly salary, longevity pay, holiday pay, severance pay due to the deceased employee which shall consist of unused vacation time, unused person days, pro-rated holiday pay and unused sick leave as provided for in the collective bargaining agreement, and seventy-five (75%) percent of the three (3) highest consecutive years of overtime pay. The pension benefit will remain in effect until the widow/widower remarries. For each child under eighteen (18) years of age, an additional ten (10%) percent shall be added to the above-mentioned payment not to exceed sixty six and two-thirds (66 2/3%) percent for the family. If there is no widow/widower, any child under eighteen (18) years of age shall receive fifteen (15%) percent of the above-mentioned payment not to exceed fifty (50%) percent for the eligible children. This benefit is not subject to an employee's age or years of service requirement at the time of death. Employees with less than three (3) years of service, their pension will be based on the above-mentioned items, divided by three (3).

The widow/widower of an employee who dies from causes outside of a line-of-duty injury or illness prior to his/her retirement shall receive a pension benefit of thirty (30%) percent of the final average of the employee's three (3) highest consecutive years of compensation based on his/her weekly salary, longevity pay, holiday pay, severance pay due to the deceased employee which shall consist of unused vacation time, unused personal days, pro-rated holiday pay and unused sick leave as provided for in the collective bargaining agreement, and seventy five (75%) percent of the three (3) highest consecutive years of overtime pay. For each child under eighteen (18) years of age, an additional ten (10%) percent shall be added to the above-mentioned benefit not to exceed fifty (50%) percent for the family. If there is no widow/widower, any child under eighteen (18) years of age shall receive an additional fifteen (15%) percent to the eligible children. This benefit is not subject to an employee's age or years of service requirement at the time of death. Employees with less than three (3) years of service, their pension will be based on the above-mentioned items, divided by three (3).

The widow/widower of an employee, who at the time of his/her death was retired or was eligible to retire, shall receive sixty seven and one-half (67 ½%) percent of the retired employee's pension benefit or the eligible employee's pension benefit. This benefit shall be paid until the widow/widower remarries. If there is no widow/widower, the above-mentioned pension benefit shall be received by any child or children under eighteen (18) years of age.

## **Section 6 – Pension Contributions**

For years one (1) through thirty (30), officers shall contribute six percent (6%) of their gross pay; effective July 1, 2011, seven percent (7%) of their gross pay; and effective July 1, 2012, eight percent (8%) of their gross pay, as documented on the government's W2 tax form issued to the officer, excepting monies paid to the Town which were funded by private companies to hire officers

for non-municipal detail assignments and the officer's gun/qualification allowance, which will be excluded from the gross pay amount in determination of pension contributions.

## **ARTICLE XV**

### **Section 1 – Severability of Provisions**

If any provisions of this Agreement or application to any person or circumstances is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances other than those to which is held invalid shall not be affected thereby.

### **Section 2 – Past Practice and Benefits**

Any and all member benefits, practices and policies which shall exist but are not covered by the terms of this Agreement shall be afforded and administered by the Town of Johnston in a non-discriminatory manner.

### **Section 3 – Duration of this Agreement**

This Agreement shall be in full force and effective from 1<sup>st</sup> July, 2010 to 30<sup>th</sup> June, 2013. If either party wishes to amend this Agreement, a written notice must be given to the other party of its intention to amend at least one hundred and twenty (120) days prior to the last day in which money can be appropriated by said Town.

(A) It is further agreed that, in the event negotiations are underway at the time of 30 June, all provisions within this Agreement shall continue uninterrupted until a new Agreement between the Town of Johnston and I.B.P.O., Local 307 is consummated.

## **ARTICLE XVI**

### **Section 1 – Miscellaneous Items**

(A) The Communication Room in the Police Department will be manned by at least one (1) police officer plus either another permanent police officer, or civilian dispatcher.

(B) In the event a police officer is promoted, any vacated position may be filled by another police officer of any rank, as determined by the Chief of Police. This is not meant to fill a vacated day patrolman position with a ranking officer. Any vacated position that is filled shall be done on a seniority basis.

(C) If any police officer reports to work and works at least four (4) hours and goes home sick, he/she will not be charged with any sick leave for that day. If a police officer, after reporting to work, goes home sick before working four (4) hours, he/she will be charged one-half (1/2) day sick leave.

(D) In the event it is necessary to lay off member(s) of the Police Department as presently constituted, said member(s) shall be laid off according to seniority as a member of the Police Department of the Town of Johnston, and said member(s) so affected shall have priority according to the present seniority list over any new increase in Police Department personnel employed in the future, in conformity to Rhode Island Law, an Act Relating to Employment Security (ACT #77H5756).

(E) Legal Assistance and Indemnification

In the event any member covered by this Agreement is sued in any civil proceeding as result of actions performing by said member in performance of his/her duties as a member of the Johnston Police Department, the Town of Johnston agrees to provide such member with all necessary legal assistance and further agrees to pay any judgment rendered against such member in any proceeding; provided, however, that the Town shall have the right to deny all or a portion of the benefits under this Section if it determines that the member acted outside the scope of his/her employment.

(F) In the event that any employee organization within the Town of Johnston receives dental, then the members of Local 307, International Brotherhood of Police Officers, will also receive these benefits.

(G) All police cruisers, presently in service and newly purchased cruisers will have overhead lights, sirens, and two-way radios installed.

(H) Any disciplinary action taken against an officer covered by this Agreement will be removed from his/her personnel files after three (3) years.

The officer will receive a copy of any disciplinary action and/or report taken against an officer before and after being exonerated or found guilty.

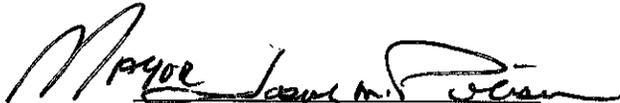
(I) In the event a Johnston Police officer is killed in the line of duty, the Town is to establish a scholarship fund in the memory of the deceased officer. The criterion is that the fund goes to the children of the deceased officer; and the children must enroll in an accredited college of the children's choice. The fund will be for the total of fifteen thousand (\$15,000.00) dollars.

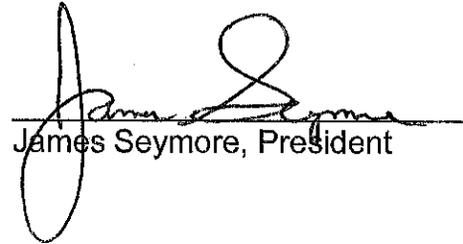
(J) Any officer on a detail regardless if Town or private, he/she will be allowed to take a portable radio to said detail if available.

Signed on this the 14<sup>th</sup> day of OCTOBER, 2010.

TOWN OF JOHNSTON

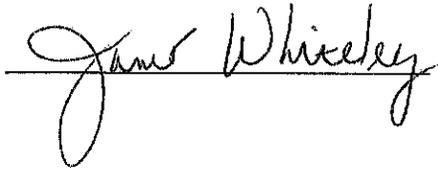
INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS, LOCAL 307

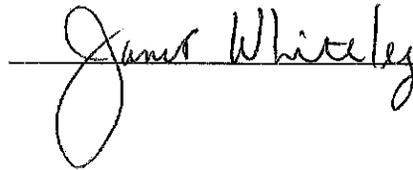
  
Joseph M. Polisen, Mayor

 10/15/2010  
James Seymore, President

WITNESS:

WITNESS:



 10/15/2010

## APPENDIX A

