

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TOWN OF MIDDLETOWN

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

MIDDLETOWN LOCAL # 534

JULY 1, 2014 THROUGH JUNE 30, 2017

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AGREEMENT

Agreement made and entered into effective the first day of July, 2014, by and between the Town of Middletown (hereinafter the "Town"), a municipal corporation, located in the State of Rhode Island, and the International Brotherhood of Police Officers Local #534 (hereinafter "IBPO"), a non-business corporation, Middletown, Rhode Island.

WITNESSETH:

ARTICLE I

SECTION 1. RECOGNITION

The Town recognizes the IBPO as the sole and exclusive bargaining agent for all police officers of the Town for the purposes of collective bargaining as to wages, rates of pay, hours, working conditions and all other terms and conditions of employment.

Whenever used in this Agreement, the term "police officer" shall mean a full-time police officer of the Town of Middletown's Police Department, from the rank of Patrol Officer up to and including the rank of Lieutenant. Whenever used in this Agreement, the term "special police officer" shall mean an individual who has been appointed as such by the Town and who is not a full-time police officer. A special police officer is not covered by the terms of this Agreement.

The rights of the Town and members of the IBPO shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

The Town shall not discharge or discriminate in any manner whatsoever against any police officer because of membership in or the engagement of activities in connection with the IBPO.

SECTION 2. UNION DUES DEDUCTION

The Town shall deduct IBPO dues and/or assessments upon receipt of authorization of IBPO members who sign lawful deduction form cards to be supplied by the IBPO. The IBPO President shall advise the Town in writing each time there is a change in the amount of monies to be deducted for dues and/or assessments. The Town shall forward the sum so deducted to the IBPO on a quarterly basis.

SECTION 3. TIME OFF FOR BARGAINING

Members of the IBPO's Collective Bargaining Negotiating Committee, to a maximum of three (3), shall be allowed time off with pay for attendance at official IBPO negotiations and/or conferences with the Town, without the requirement to make up such time. However, nothing herein shall be construed as limiting said Collective Bargaining Negotiating Committee to three (3) members.

SECTION 4. TIME OFF FOR IBPO BUSINESS

Any police officer shall be allowed to attend Local #534's monthly meetings, should such monthly meeting occur at a time when such police officer is on duty, provided that a minimum of two (2) cruisers shall remain on active patrol and the dispatch position filled. The IBPO's State trustee shall be allowed to attend monthly meetings of the State IBPO should such monthly meeting occur at a time when the IBPO's State trustee shall be on duty, with the approval of the patrol commander and provided such attendance shall not adversely impact the public health, safety or welfare. Attendance at the local or state meetings shall be without loss of pay and without the requirement to make up said time. In the event the IBPO's State trustee attends such meeting, the Town shall not be required to fill the Trustee's position.

Official IBPO delegates shall, with prior approval of the Chief, be allowed reasonable time off, not to exceed forty (40) hours per man per fiscal year, without loss of pay or the requirement to make up such time, to attend national and state IBPO conventions. Requests for such leave shall be submitted in writing to the Chief at least two (2) weeks in advance of such attendance.

ARTICLE II

SECTION 1. MANAGEMENT RIGHTS

The Chief of Police shall have the right to regulate, manage and control the Police Department of the Town, except as may be modified by the terms of this Agreement, by the provisions of the Policemen's Arbitration Act (§28-9.2 RIGL) and by the provisions of the Law Enforcement Officers' Bill of Rights (§42-28.6 RIGL)

The Town retains the right to issue rules and regulations governing the internal conduct of the Police Department as provided by law and shall, at all times, retain the right to manage and direct the operations of the Police Department, including and without limiting the generality of the foregoing, the right to make such assignments and transfers of personnel as may be deemed by the Town in the best interests of the administration of the Police Department and the safety and protection of the citizens of the Town. However, nothing contained in this section shall contravene or derogate from any of the provisions of this Agreement, provisions of the Policemen's Arbitration Act or the provisions of the Law Enforcement Officers' Bill of Rights.

SECTION 2. TRANSFERS AND ASSIGNMENTS

Transfers to and from the Detective Division shall be made at the discretion of the Chief. Police officers must have served a minimum of three (3) years as a patrol officer to be eligible for a transfer to the Detective Division.

Assignment to and from administrative positions and special assignments shall be made by the Chief. These positions and assignments include but are not limited to, HRT, public relations, meetings, seminars, schools, boat, background investigations, agility testing, DARE, Community Policing Unit, honor guard, undercover (patrol), homicide (patrol), disciplinary hearings, training, court officer, range and records. Assignments to and from these positions and special assignments shall not be utilized by the Chief to circumvent other provisions of this Agreement

dealing with seniority rights, shift assignments and/or overtime. In addition, these administrative positions and special assignments shall not be considered as "Other Overtime" as set forth in Article VI §4.

SECTION 3. REASSIGNMENTS

No other police officer shall be reassigned from one division to another unless such police officer receives at least twenty-four (24) hours notice. Should such reassignment be made without such notice, the officer so assigned shall receive compensation for the reassigned tour at time and one-half his regular pay. Nothing herein prohibits a police officer from waiving the twenty-four (24) hour notice provision.

ARTICLE III

SECTION 1. SENIORITY

DEFINITIONS:

Department Seniority shall commence on the date of appointment by General Order, as a police officer and shall be computed according to continuous service from the date of original appointment by the Town.

Rank Seniority shall commence on the date the officer is sworn into a particular rank by General Order, and computed according to continuous service within that rank.

If Department and/or Rank Seniority is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said member's continuous service, provided that such service shall not be considered as continuous service if such member re-enlists or continues his military service after the time of his original service period.

In those cases where one or more members are appointed to duty on the same day by the Town Administrator or by the same General Order by the Chief, then seniority among said officers shall be determined by Rhode Island Municipal Police Academy (RIMPA) Ranking for new rankings. In those cases where one or more members are promoted on the same day, the Chief of Police shall determine the order each officer is sworn into their new rank.

Department seniority lists shall be posted by the Chief and shall be kept up-to-date.

SECTION 2. LAYOFFS

In the event that there are more than thirty-eight (38) full-time police officers employed by the Town and it becomes necessary for the Town to lay off police officers, then those police officers with the least amount of department seniority shall be laid off first. (See Section 1 above defining department seniority.) An officer's prior service in another Town department is not part of department seniority for the purposes of this Section. The last laid off police officer shall be the first to be rehired.

ARTICLE IV

SECTION 1. DUTIES

The duties of police officers shall be the repression and prevention of crime, enforcement of Town ordinances and statutes of the State of Rhode Island, and such other and necessary administrative and service functions as may be prescribed by the Town in accordance with the provisions of the ordinances of the Town and/or the statutes of the State of Rhode Island.

SECTION 2. DETAILS TO OTHER DEPARTMENTS

Police officers may be detailed to other Town departments for the performance of police duties.

SECTION 3. PROHIBITED DUTIES

No police officer shall perform any of the following functions:

- a. Washing or cleaning a police cruiser, marked or unmarked, while on duty or in uniform;
- b. Changing flat tires on any police cruiser, marked or unmarked, while on duty or in uniform;
- c. Installing or removing snow chains on any police cruiser, marked or unmarked, while on duty or in uniform;
- d. Washing or cleaning any building, police station or garage of the Town while on duty or in uniform;
- e. Using a personal vehicle for court;
- f. Taking or passing a physical agility test (excluding promotion and Annual Incentive Testing);
- g. Handling or transporting animals. With respect to dead animals, the officer shall be required to remove it to the side of the road if it is creating a traffic hazard.

ARTICLE V

SECTION 1. UNIFORM OFFICER'S WORK SCHEDULE

The regular work schedule for all uniform members of the Department, except those assigned to administrative duties, shall be a fourteen (14) day cycle starting on Tuesday and consisting of two (2) consecutive working days of twelve (12) hours followed by two (2) consecutive days off, followed by three (3) consecutive days on; then two (2) consecutive days off, followed by two (2) consecutive days on followed by three (3) consecutive days off. All such regularly scheduled shift hours worked are part of the officer's regular pay and thus pensionable.

SECTION 2. DETECTIVE’S WORK SCHEDULE

The regular work schedule for police officers in the Detective Division shall consist of five (5) consecutive days for work followed by two (2) consecutive off.

The regular workday for such detectives shall comprise of four (4) tours of duty of eight and one-half (8 ½) hours and one (1) tour of duty of eight (8) hours, each with less one-half (1/2) hour for lunch.

SECTION 3. ADMINISTRATIVE POSITION’S WORK SCHEDULE

Police officers in administrative positions or special assignments (as enumerated in Article II §2) shall work either a uniform officer’s work schedule or a detective’s work schedule, at the discretion of the Chief.

SECTION 4. CHANGING WORK SCHEDULE

The hours of the tour of duty of police officers shall not be changed without sixteen (16) hours advanced notice. This provision shall not affect the right of the Police Department to “call back” an officer as provided elsewhere in this Agreement. In the event such notice is not given, the police officer shall not be excused from reporting for such duty but shall be construed as “call back”.

SECTION 5. SHIFTS, SCHEDULES and HOURS OF WORK

Upon implementation of the 12-hour shift schedule for uniform officers on January 1, 2012, the following shifts, schedules, and hours of work shall become effective:

Day (first) Shift	0700 to 1900
Night (second) Shift	1900 to 0700

Early Person - Each of the two (2) shifts above will have one (1) officer assigned to report for duty one (1) hour early to provide coverage during shift changes, *i.e.*, 0600 to 1800 and 1800 to 0600.

At the sole discretion of the Police Chief, in emergency situations only, an officer may be required to extend his/her shift. In such situations, extending up to fifteen (15) minutes beyond the end of the shift, will result in no additional compensation to the officer and will be considered part of the regular shift.

SECTION 6. SUBSTITUTIONS

A police officer shall have the right to substitute his tour of duty, provided however, that permission for such substitution shall have been first obtained from the Chief or from the officer in charge of the shift affected by the substitution. Should permission be obtained from the officer in charge, said officer shall notify the Chief. Permission for such substitution by either the Chief or officer in charge shall not be unreasonably withheld.

SECTION 7. SHIFT ASSIGNMENTS

Except for police officers assigned to the Uniform Division with less than one (1) year of service, shifts will be assigned by rank seniority as defined in Article III and be for one (1) year. Officers may bid, in writing, for the year's shift between May 1 and 15 and assignment will begin on the first Sunday in June. In the event of an opening prior to the yearly change, eligible officers may bid for the position and assume same, prior to the yearly change.

During bidding for shifts requiring changes of days off, the Town will not be required to pay overtime to complete shifts.

Subject to minimum manning provisions in Article XXI, Section 2, the Chief will determine the number of officers on shifts in Section 5 above.

During the first year of service, not to include time spent at the Police Academy, an officer is considered to be on probation. During the first year of service, patrol officers shall be assigned to shifts at the discretion of the Chief and not by rank seniority. Upon the completion of one (1) year of service, not to include time spent at the Police Academy, said officers shall assume shifts on a rank seniority basis at the next available shift change, provided they have successfully completed all field training, as documented by Field Training Officers, and if their probationary period has not been extended.

SECTION 8. SHIFT CHANGES BY THE CHIEF

The Chief reserves the right to make transfers under the following conditions:

- a. Manpower shortages from resignations, suspensions, extended illness and light duty assignments, vacations in Administrative or Detective Divisions.
- b. Public safety demands such as emergencies, hurricanes, a disaster or labor dispute.

SECTION 9. TEMPORARY SHIFT CHANGE BY OFFICERS

If a police officer wishes to switch shifts, he or she must approach the most senior officer on the desired shift and make the offer to switch. If the officer is declined, he or she must proceed to the next senior officer and so on.

If an officer switches with an officer on another shift, he/she will become the junior officer on that shift for purposes of leave (i.e. lunches, vacation). It is not intended that in these situations a junior officer serve as a superior over a police officer with more rank seniority. This is only in the case of temporary, mutual changes and not in the case of yearly bidding.

SECTION 10. TEMPORARY TRANSFERS

The Chief without regard to rank seniority may make a temporary transfer of officers between divisions as long as the officer selected agrees to the transfer. In the event no officer agrees to the transfer, the officer with the least amount of department seniority on the shift where the temporary transfer is to take place, shall be assigned, provided: (a) said officer does not have his

shift changed once the temporary transfer takes effect; and (b) said officer, if assigned to work a 5-2 schedule shall have weekends and holidays off. In the event the Chief decides to assign the temporary transferred officer to a 5-2 schedule with days off other than Saturday or Sunday, then the officer shall receive out-of-rank pay from the first day he is assigned to said division.

Temporary transfers between shifts in the Uniform Division will be by rank seniority with the right of refusal.

ARTICLE VI

SECTION 1. OVERTIME

Any officer who works in excess of their normal work week shall be paid at the overtime rate of pay. Hours worked on non-Town details shall not be considered in determining the amount of hours worked for the purposes of this section.

Police officers called back to duty or assigned to work a detail for any Town department or assigned to work authorized overtime shall receive overtime rate of pay for a minimum of four (4) hours. All hours worked in excess of four (4) hours shall be paid at the overtime rate of pay to the nearest one-half (1/2) hour. In the event that call back, a Town detail or overtime assignment is less than two (2) hours, the officer may elect to be paid for a minimum of two (2) hours and be relieved of his duty assignment. If the officer chooses to be paid for the four (4) hour minimum, then he shall work the entire four (4) hours.

SECTION 2. OVERTIME PAY COMPUTATION

“Overtime rate of pay” shall be defined as the rate of pay computed by dividing the annual salary of the officer by 2,184 and multiplying that quotient by one and one-half (1 ½). The officer shall be paid in money and be compensated to the nearest one-half (1/2) hour.

SECTION 3. ASSIGNMENT OF OVERTIME

The parties acknowledge the following types of overtime and agree to the method of assignment with respect to each type:

- A. Holdover Overtime** -When manpower falls below minimum manning levels, as detailed in Article XXI Section 2, the Chief or his/her designee shall assign overtime in the following manner:
- (1) Call available officers signed up in the department overtime book
 - a. Call available officers currently on duty
 - b. If none of the above options yields an officer, the junior officer on normal tour of duty will be ordered, (held over) to work.

If an officer is held over for any reason, that same officer cannot be held over again for a 24- hour period, commencing on the completion of the holdover shift. During this 24- hour period when an officer cannot be held-over, holdover overtime is to be assigned to the most junior eligible officer on duty, and so on. After 24 hours, officers will again be subject to hold over.

No officer shall be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period, unless it is authorized by the Chief or supervisor, and no officer will be allowed to work in excess of twenty-four (24) consecutive hours.

For the purposes of this section, “officers” refers to all bargaining unit members.

- B. Call Back Overtime** refers to those situations where an officer has been discharged from his normal tour of duty and is ordered to report back to duty by an appropriate supervisor or authority. This overtime shall be assigned rank for rank on a rotating basis.

In a case where a sergeant is to be called back and no other sergeants are available, then a lieutenant shall be called back as the supervisor for that shift on a rotating basis.

If a lieutenant is to be called back and no other lieutenants are available, then a sergeant shall be called back as the supervisor for that shift on a rotating basis.

The parties agree to reset the callback overtime rotational list for patrol officers every fiscal year in July.

- C. Overtime Caused by Town Details** refers to situations where officers are assigned to Town activities, including but not limited to beach patrol, voting polls, school activities, highway safety grants and traffic details. The Chief or his designee shall assign this overtime on a rotating basis.
- D. Overtime Caused by Specific Assignments** refers to those situations where officers are assigned to an activity listed in Article II, Section 2. This overtime shall be assigned to those individuals assigned to the particular position in question.

SECTION 4. COURT MATTERS

Officers engaged in off-duty court interviews and/or court attendance shall receive overtime pay for a minimum of four (4) hours, provided that they receive a written notice at least twelve (12) hours prior to such court interview and/or court attendance. In the event the court interview and/or court attendance is less than two (2) hours, the officer may elect to be paid for a minimum of two (2) hours and be relieved of his duty assignment. If the officer chooses to be paid for the four (4) hour minimum, then he shall work the entire four (4) hours.

In those situations where the twelve (12) hour written notice is not given, the officer shall receive overtime rate of pay for a minimum of eight (8) hours and shall work the entire eight (8) hours.

SECTION 5. IN-SERVICE TRAINING

Officers attending mandatory in-service training shall be compensated at the overtime rate of pay for a minimum of two (2) hours, except when the officer in attendance is on duty.

ARTICLE VII

SECTION 1. ANNUAL LEAVE

- a) Annual leave shall be granted per Appendix B.

Annual leave previously scheduled and approved shall not be altered or cancelled, regardless of seniority, without the express consent of the officer whose annual leave is sought to be altered or cancelled.

- b) The Chief, in consultation with the Union, shall adopt an annual leave policy and procedure, which shall address the terms and conditions under which annual leave will be denied. Any vacation days above the four hundred eighty (480) hour cap not used at the end of the contract year, caused by leave requests denied pursuant to this procedure, are to be paid in full to a maximum of eighty (80) hours.

- c) The vacation hours that have been accrued up to the date on which the 12-hour shift schedule/42-hour work week takes effect will be continued and maintained as presently accounted for by the Police Department; however, they will be converted to hours using an eight (8) hour day and then increased by twelve (12%) percent using the following formula:

Number of vacation days accrued * 8 hours/day * 1.12 = Number of vacation hours accrued (rounded to nearest quarter (1/4) hour)

Thus an officer who has accrued fifteen (15) days of accrued leave as of the shift conversion date will receive 134.5 hours of vacation (15 days * 8 hours * 1.12 = 134.4 hours rounded to 134.5 hours).

SECTION 2. ACCUMULATED ANNUAL LEAVE

Officers of the Town may accumulate and carry over up to four hundred eighty (480) hours of earned annual leave as of June 30 of each contract year, which will be added to the officer's top three years of earnings upon retirement.

SECTION 3. SICK LEAVE

Officers shall be granted sick leave per Appendix C with unlimited accumulation.

Officers not utilizing any sick leave during a quarter of the fiscal year (July 1 - September 30; October 1 - December 31; January 1 - March 31; April 1 - June 30) shall be entitled to six (6) hours of annual leave for each such quarter.

SECTION 4. PAYMENT OF ACCUMULATED SICK LEAVE

At the time of their retirement or death while employed with the Town, police officers shall be paid for all unused accumulated sick time. If payment is to be made for unused accumulated sick leave, either upon retirement or death of a police officer, to the police officer, his/her family or

estate at time of death, it shall be paid at the rate of six dollars and seventy-five cents (\$6.75) per hour. The above payment shall not be included for the purpose of computing the retiring officer's pension except as indicated below:

- a) Five hundred dollars (\$500.00) of the amount may be credited to the officer's pension account for calculating pension benefits at the officer's election. In the event that the officer makes such an election, the pension contributions set forth in Article XX shall be made.
- b) An officer retiring with at least twenty (20) years of service may utilize two hundred (200) hours of accumulated sick leave as regular annual leave and be paid at his/her regular rate of pay. Said accumulated sick leave hours (to a maximum of two hundred (200) shall be added to the accumulated annual leave (Section 2 of this Article), to a maximum of four hundred eighty (480) hours, and be utilized in computing the officer's highest three (3) years average salary for retirement purposes.

SECTION 5. BEREAVEMENT LEAVE

- a) Each employee shall be granted three (3) working days leave with pay in the event of a death of his/her mother, father, aunt, uncle, child, spouse, domestic partner, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, adopted children; or for a death of stepparents and any stepchildren living within the household of the employee.
- b) Three (3) working days of leave with pay shall be granted in the event of the death of a spouse or domestic partner's brother, sister, aunt, uncle, grandparent, grandchild; or for a death of a first cousin, stepparent or stepchild residing outside the employee's household.
- c) Bereavement leave with pay, under subparagraph (a) above, will not be charged to sick leave or vacation time. Bereavement leave with pay, under subparagraph (b) above, will be charged to sick leave.
- d) The three (3) day period should maximally include the day after the date of notification, to and including the day after the funeral. Additional days may be granted for extenuating circumstances such as travel or religious mandates. If the additional days are needed, the employee shall notify the Chief as to the need.
- e) Additional days granted under subparagraph (a) above shall be charged to sick leave. Additional days granted under subparagraph (b) above shall be charged to annual leave.
- f) A day of Bereavement leave as used in this section shall mean an eight (8), eight and one-half (8 ½), or a twelve (12) hour day, as appropriate.

SECTION 6. CASUAL TIME

At the direction of the Chief or patrol commander of a particular shift, a police officer in patrol may be entitled to a minimum of one (1) hour and a maximum of twelve (12) hours as time off during any working day with a total accumulation not to exceed sixty (60) hours in any fiscal year, without loss of pay and without the requirement to make up such time; provided, however, that such leave cannot cause overtime.

At the direction of the Chief or patrol commander of a particular shift, administrative staff may be entitled to a minimum of one (1) hour and a maximum of twelve (12) hours as time off during any working day with a total accumulation not to exceed twenty-four (24) hours in any fiscal year, without loss of pay and without the requirement to make up such time; provided, however, that such leave cannot cause overtime.

SECTION 7. COMPENSATORY TIME

All bargaining unit members will be allowed to accrue a maximum of one hundred twenty-eight (128) hours of compensatory time off in lieu of overtime, each fiscal year, to be used within the same fiscal year. Such compensatory time is earned at a rate of one and one-half (1 ½) times the actual hours worked. Notification of the accrual of compensatory time must be made in writing by the employee, in advance, to the Police Chief or his designee. Compensatory time may not be used if its use causes overtime to be paid out. Any unused compensatory time will be paid out on the last payday of the fiscal year at the officer's regular rate of pay.

ARTICLE VIII

SECTION 1. PAID HOLIDAYS

The following shall be paid holidays for all Middletown police officers:

- | | |
|-------------------------------|--|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Fourth of July | Christmas Day |
| Victory Day | Any other holiday declared by the Town |
| Labor Day | |

SECTION 2. HOLIDAY PAY

Holiday pay shall be compensated at the rate of the police officer's annual salary divided by 244. The holiday pay shall be paid to each police officer in addition to his/her salary whether or not such police officer works on the holiday.

ARTICLE IX

SECTION 1. INJURIES

- A. Police officers wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of their duties, which does not permanently disable him/her from performing the duties of a police officer of the Middletown Police Department, shall receive such benefits as are provided in R.I.G.L. 45-19-1 during the period of his/her incapacity.
- B. If an officer is permanently disabled from performing the duties of a police officer of the Middletown Police Department because of injuries received or sickness contracted in the performance of their duties, said officer shall be placed on a disability pension as described in Section 3. below.

SECTION 2. OTHER MEDICAL EXPENSES

Subject to approval by the Chief, the Town shall pay all expenses incurred by police officers and members of their families residing in the same household for physician's fees for inoculations and immunizations for all communicable diseases, provided such medical treatment is necessitated as a result of the exposure of such police officers to the diseases in the line of active duty.

SECTION 3. DISABILITY PENSION

Accidental Disability: Work-Related Illness/Injury for active participants in the Town Pension Plan

- C. When a police officer covered by this Agreement is deemed by a physician appointed by the Town to be totally and permanently disabled from performing the duties of a police officer of the Middletown Police Department by reason of injuries received or sickness contracted in the performance of their duties, and such disability is not the result of wanton misconduct on the part of the officer, such officer shall receive a disability pension benefit equal to 66 2/3% of his/her final salary (Final salary = average of highest 3 consecutive years wages, longevity, overtime, holiday pay, applicable severance pay). The Town shall direct the pension administrator to place such employee on a disability pension as of the first of the month following the employee's termination date. This disability pension payment is in the nature of a workers' compensation payment. Pursuant to the current R.I.G.L. 45-19-1 "the [Town] shall pay all similar expenses incurred by a member who has been placed on disability pension and suffers a recurrence of the injury or illness that dictated his or her disability.
- B. In the event that an officer applies for a disability pension, such officer shall submit to a medical examination as set forth in section c. below. Such officer shall be considered to be permanently disabled for purposes of this section if the Town's physician or third physician concludes that the officer is permanently physically or mentally disabled from performing the duties of a police officer, and such disability is not due to age or length of service, but was incurred in the line of duty. The Town shall direct the pension administrator to place such

employee on a disability pension as of the first of the month following the employee's termination date.

- D. If at any time the Town wants to verify a disability, the Town shall have the right to have such employee examined by a physician of its selection, at the Town's expense. Notification to the employee in writing of such examination shall be the responsibility of the Town, and it shall be the responsibility of the employee to keep contact information current with the Town at all times. If the physician selected by the Town finds that the employee is no longer disabled from performing the duties of a police officer of the Middletown Police Department, the employee shall be entitled to be examined by his own personal physician. Upon receipt of written notice from the Town physician that the employee is no longer disabled, the Town will notify the officer or union of this finding in writing and upon receipt of this notice from the Town, the officer or union shall have ten (10) weekdays to notify the Town of his/her intent to seek an alternate physician's opinion. If the opinion of the employee's personal physician is in conflict with that of the Town's physician as to whether or not the employee is disabled from performing the duties of a police officer of the Middletown Police Department, then a third physician, mutually agreeable to the Town's physician and the employee's personal physician, shall be selected within ten (10) weekdays. The third physician shall examine said employee promptly, and the opinion of the third physician so selected shall be conclusive and binding on the Town and Employee. During this period of dispute, the employee shall continue on work-related injury status until the opinion of the third physician has been received.
- E. The accidental disability pension benefit shall continue for the period of disability.
- F. If an officer requests a return to duty after having been previously placed on work-related injury status under RIGL 45-19-1, or on a disability pension, the officer must formalize this request in writing to the Chief, and will then be required to pass all mental, physical and legal requirements for serving as an active police officer in the Town of Middletown. Once the officer has demonstrated to the Chief's satisfaction that he/she meets all of these eligibility requirements, the officer must then submit to a physical examination in accordance with Section 3c above. If at this time it is determined by the physician that the officer is no longer permanently physically or mentally disabled from performing the duties of a police officer, then the officer shall be reinstated to active employment in the department.
- G. If a retiree fails to meet the requisite criteria for re-employment he/she shall be deemed to be continuously disabled and will continue to receive his/her disability pension.
- H. The foregoing shall not apply to employees in the State of Rhode Island Employees' Retirement System.

Ordinary Disability: Non-Work Related Illness/Injury for active participants in the Town Pension Plan

- A. An officer who has not reached his/her normal retirement date and has completed at least ten (10) years of service with the Middletown Police Department, and who has been deemed totally and permanently disabled from performing the duties of a police officer of the Middletown Police Department due to a non-work related illness or injury, and has

satisfied the requirements of such disability under the Town pension plan, shall be entitled to an ordinary disability retirement on the first of the month following the officer's Disability Date. This benefit shall continue until the earlier of the officer's date of death, Retirement Date, Normal Retirement Date, or the first day of the month following notice to the pension administrator that the officer has recovered from the disability. The process outlined in item c. above would be used for the purposes of verifying the continuation/discontinuation of an ordinary disability pension.

- B. The amount of the monthly Ordinary Disability shall be equal to one-twelfth of the yearly amount of Pension Benefit to which the officer would be entitled to on such Disability Date if such Disability Date were his Normal Retirement Date.

SECTION 4. LIGHT DUTY

- a) Temporary light duty assignments will be granted to employees in the department who because of injury, illness or disability are temporarily unable to perform their regular duty assignments, but who are capable of performing alternative duty assignments.
- b) Light duty assignments are granted at the discretion of the Chief of Police, and should not be considered an employee's benefit or right. Eligible employees may be assigned to work in a light duty capacity when it meets the needs of the department, and when it is approved by the employee's attending physician. In the event that a light duty assignment causes undue hardship as a result of the reassignment from normally assigned shifts, the impacted officer is to notify the Chief to consider whether an alternative option is available.
- c) Employees who qualify for light duty assignments must be under the care of a licensed physician and be capable of performing light duty without undue risk of substantial harm to themselves or others.
- d) No existing job position within the department will be used exclusively for employees on light duty.
- e) Light duty assignments may be changed or modified at any time upon the approval of the recommending physician, at the discretion of the Chief of Police.
- f) Assignment to light duty shall not affect an employee's pay, opportunity for promotion or other employee benefits. Overtime shifts will be assigned if attending physician specifically approves it.
- g) Employees on light duty are prohibited from working for compensation elsewhere, without prior written approval of the Chief of Police. Other job opportunities cannot be unreasonably withheld or denied by the Chief if the job does not conflict with Light Duty status.
- h) Light duty assignments will be for a limited duration, normally not to exceed a six-week period and shall not be unreasonably withheld by the Chief.

ARTICLE X

SECTION 1. SALARIES

Per Appendix A.

SECTION 2. LONGEVITY

Police officers shall be entitled to longevity payments in accordance with the following schedule:

- a) Commencement of the sixth (6th) year 4% of base salary
- b) Commencement of the tenth (10th) year
to the end of the fifteenth (15th) year 7% of base salary
- c) Commencement of the sixteenth (16th) 10% of base salary

Longevity payments shall be computed on the basis of the officer's base pay and shall be made in one lump sum on the first pay period following the attainment of the anniversary of the officer's longevity service. In computing a police officer's years of service, the officer's probationary period shall be considered. Longevity payments shall be added to the officer's annual salary for pension purposes.

SECTION 3. SALARY STEPS

A police officer may be required to progress through seven (7) stages in salary levels, each of which shall not be more than one (1) year in duration, before such police officer shall have reached the maximum salary for rank of patrol officer, but subject to such recommendations as may be made by the Chief as a prerequisite for advancement from Probationary to Step 1. Whenever a recommendation of the Chief is required for advancement, and such recommendation is withheld or is against such advancement, notice of such action and the reasons therefore shall be furnished by the Chief, in writing, to the police officer involved.

SECTION 4. OUT OF RANK PAY

Police officers ordered to assume responsibilities of a higher rank shall be compensated for such service at the same pay scale as the rank assumed. This provision shall also apply to a police officer assigned to the Detective Division provided the assignment exceeds one (1) month.

ARTICLE XI

SECTION 1. DETAIL ASSIGNMENTS

The Chief or his designee on a rotating basis as presently in effect shall assign all details. The Chief based upon public safety needs shall determine the required number of detail officers and supervisors.

Police officers retiring from the department in good standing may return as special police officers solely for the purpose of working special details. Community Service Officers (CSOs) are also available for the sole purpose of working special details.

Special details will be offered to retired Middletown officers, special officers, and CSO's in this order, only after regular officers have been afforded the opportunities granted them by the rotation system currently in effect for the assignment of details.

SECTION 2. DETAIL PAY

Bargaining unit officers, working private details, shall be paid at the rate of one and one-half (1 ½) times the top Patrol Step regular rate of pay, rounded to the nearest dollar, with a four (4) hour minimum. This detail rate will be discounted by five dollars (\$5) per hour for all school details performed by bargaining unit officers. Officers working for more than eight (8) consecutive hours at a private detail shall be paid at the rate of one and one-half (1 ½) times the above stated rates. Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be compensated at double the regular rate for details.

All private detail hours worked shall be documented, processed and paid to the officer through the Town's bi-weekly payroll system, based on the hourly rates detailed above. Private detail pay is not included in an officer's pensionable pay.

The Town will bill each private company for the amount paid to the officer for each detail, plus a reasonable administrative fee as set by Town ordinance. Recommendations for administrative fees in excess of 10% of the standard hourly rate will be set only after consultation with the bargaining unit.

ARTICLE XII

SECTION 1. HEALTH INSURANCE

Effective July 1, 2014, active police officers of the Town shall receive the following health insurance coverage, with co-payment required by those detailed in Article XIII Section 1:

(a) A High Deductible Health Savings Account Plan with the following components:

- A \$1,500 (individual plan) / \$3,000 (family plan) standard deductible. The Town will advance to the employee's Health Savings Account in the first pay period in July up to \$3,000 for a family plan and up to \$1,500 for an individual plan. The Town's advance shall be repaid by the employee in full in approximately equal installments in each pay period during the fiscal year. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the Town's advance in full, which the Town may deduct from such employee's final paycheck.

For FY2015 only, the Town will reimburse each active employee's actual deductible expenses incurred during the fiscal year (July 1, 2014 through June 30, 2015), up to a maximum reimbursement of \$1,500 for an individual plan or \$3,000 for a family plan. To receive such reimbursement, employees shall submit the activity report from their Health Savings Account to the Town's finance department for reimbursement within forty-five (45) days of the end

of each quarter in FY2015. For example, to receive reimbursement from the Town for deductible expenses incurred in July, August and September of 2014, the employee must submit his or her activity report by November 14, 2014; to receive reimbursement from the Town for deductible expenses incurred in October, November and December of 2014, the employee must submit his or her activity report by February 14, 2015; to receive reimbursement from the Town for deductible expenses incurred in January, February and March of 2015, the employee must submit his or her activity report by May 15, 2015; and to receive reimbursement from the Town for deductible expenses incurred in April, May and June of 2015, the employee must submit his or her activity report by August 14, 2015.

The Town shall provide two individual health and dental insurance plans to employee and spouse in lieu of one family plan, when there are no dependents eligible for coverage, or employee and dependents when there is no spouse eligible, once the Town health plan has been amended to accommodate these tiered choices. If dependents and/or spouse need to be added, the employee may transfer back to a Family plan at that time.

- b) A dental plan encompassing the following riders:
- Basic First Level
 - Additional Benefit Rider DD-101
 - Prosthodontic Rider DD-102
 - Orthodontic Rider DD-103

In the event of the death of an active police officer (whether or not in the line of duty), the Town shall maintain full health insurance coverage (a and b above) for the widow or widower of said police officer until he/she remarries and for the children of said police officer until each child reaches the age of 18.

The Town may seek alternative equivalent health insurance coverage. In such case, the Town will consult with the IBPO, whose permission to allow the Town to obtain such alternate coverage will not be unreasonably withheld. The IBPO agrees to consider proposals for alternate equivalent plans during the term of this contract and to discuss implementing such plans with the Town.

SECTION 2. DUAL COVERAGE

If health and medical coverage is available to a police officer through a spouse's plan, the police officer may elect to be covered under that plan. Upon coverage under a spouse's plan, the police officer shall be paid a sum equal to fifty percent (50%) of one year's cost of the Town's premium saving and for each full year after, the employee will receive fifty percent (50%) of the Town's savings over its cost of individual plan coverage. If after such selection the police officer seeks coverage under the Town plan, the amount previously paid shall be pro-rated.

SECTION 3. HEALTH INSURANCE - RETIRED MEMBERS

Police officers of the Town retiring on or after July 1, 2014, shall receive the same health insurance coverage as active police officers covered under this Agreement, as detailed in Article XII Section 1(a) above, up to age sixty-five (65). In addition, all officers retiring on or after July 1, 2014 (except for John Dring, Walter Mey, and Robert Nutt) shall pay two and one half (2.5%) percent of their health insurance premiums in retirement.

Such retirees shall enroll in Medicare upon eligibility. The Town shall cover 100% of the cost of a Medicare Supplement plan for each of the retiree and his/her spouse upon Medicare eligibility. Prior to age sixty-five (65), the spouse and any dependents under the age of nineteen (19) will be covered by the High Deductible Health Savings Account plan as detailed in Article XII Section 1(a) above.

The above medical insurance terminates when retired police officer is deceased. Dental riders under Article XII, Section (1)(b) must be purchased on a monthly basis, as a group, at retiree's expense at the same premium cost charged to the Town. Monthly premium payments owed will be collected by the Town using the automated clearing house (ACH) system, deducting the premium automatically from the retiree's checking/savings account, on the fifteenth of every month for that month. Failure to receive premiums as scheduled will be cause to drop the individual from the above program. The premium cost is subject to any increase or decrease in the premium with notice from the current or equivalent carrier. The Town may seek alternate health insurance coverage, which will provide retired police officers the same level of coverage as set forth herein.

SECTION 4. HEALTH INSURANCE PLAN

In the event a health care plan prescribed by this Article becomes unavailable from the insurer, the contract will be reopened on that issue only, so as to negotiate a replacement plan.

ARTICLE XIII

SECTION 1. HEALTH & WELFARE CONTRIBUTION

Commencing July 1, 2014, all police officers (except for John Dring, Walter Mey, and Robert Nutt) agree to contribute two and one half (2.5%) percent of the cost of their health insurance premiums as set forth in Article XII, Section 1(a) above. The annual contribution shall be made over twenty-six (26) pay periods by deduction from the police officer's bi-weekly paycheck. (See Appendix A attached hereto and made part hereof.)

SECTION 2. PHYSICAL AGILITY INCENTIVE

The Town will pay to officers participating in the Annual Physical Agility Testing based on the current RIMPA standard, an incentive for completing and passing one or all five of the events, equal to \$50 per event passed, and an additional \$50 for those who pass all five events. This test will be scheduled and administered once per year at a time mutually agreed upon by the parties.

ARTICLE XIV

SECTION 1. PROMOTIONS - ELIGIBILITY REQUIREMENTS

The following eligibility requirements shall be observed with respect to promotions within the Middletown Police Department and a police officer must satisfy the service requirement at the time the test is being given:

<u>POSITION</u>	<u>SERVICE REQUIREMENT</u>
Sergeant	Service as a patrol officer for five (5) or more years
Lieutenant	Service as a Sergeant

Whenever a promotional examination is scheduled for a particular rank and the eligibility requirements for such rank are met by fewer than three (3) police officers, or in the event that fewer than three (3) eligible officers are scheduled to take the promotional examination, then the promotional examination shall be made available to police officers of the next lowest rank. In such cases, the one or two police officers meeting the eligibility requirements prior to it being made available to police officers of the next lowest rank, shall receive an additional five (5) points toward the final score for their experience. (See Section 2F).

SECTION 2. PROMOTION TESTING

Promotions to the ranks of Sergeant and Lieutenant shall be made from the ranks of the Police Department on a competitive basis, consisting of the following parts:
Either:

A. There will be a written examination drafted by an out-of-state testing company selected by the Town Administrator and administered by the Town Personnel Committee. Maximum score attainable in the written examination shall be 100 points. Personnel Committee shall forward the candidates' test scores to the Chief and IBPO President. All points earned on this written examination will be added to all other points earned in the process.

Or:

A. The Town will transition to a written examination emphasizing state and local questions by a testing company selected by the Town Administrator and administered by the Town Personnel Committee during the course of this Agreement. Maximum score attainable in the written examination shall be 100 points. Personnel Committee shall forward the candidates' test scores to the Chief and IBPO President. A grade of seventy percent (70%) must be attained on any written promotional examination for a candidate to proceed further in the promotional process.

B. No promotional examination shall be given without notice to all eligible employees of the Department at least sixty (60) days prior to the date set for the examination. Notice posting said notice on the Department bulletin board shall satisfy provision. In emergency situations, the sixty (60) day notice requirement shall be shortened by mutual agreement of the parties. Any promotional examination notice shall contain source materials from which the written examination will be compiled.

C. A police officer shall receive one-half (1/2) point for each year of continuous service to a maximum of ten (10) points.

D. Education points shall be awarded in accordance with the following schedule:

Associates Degree	1 point
Bachelor's Degree	2 points
Masters Degree	3 points

Only degrees recognized by the Rhode Island Incentive Pay Program, as of July 1, 1990, will qualify for these educational points.

E. There shall be a physical agility test similar to that given by the Rhode Island Municipal Police Academy for entrance into the academy, which shall consist of five (5) events. For each event successfully completed, the candidate shall be awarded one-half (1/2) point. In those cases where a candidate successfully completes all five (5) events, he/she shall receive a total of three (3) points. A certified instructor of the Rhode Island Municipal Police Academy shall administer such physical agility test. However, said instructor shall not be an employee of the town.

F. In those situations where there are fewer than three (3) officers eligible to take the promotional examination or desire to take the promotional examination (as set forth in Section 1 of this Article) five (5) points are to be added to those individuals who were originally eligible.

G. A performance evaluation panel selected by the Police Chief, consisting of two Middletown police officers and one officer from outside the Middletown police department, shall award a maximum of four points to each candidate based on their evaluation, prior to the written examination being administered. In the event a third officer from outside the Middletown police department is not available, the Police Chief will select an officer from the department instead.

Prior to the written examination being administered, the Chief shall deliver to the Town Administrator a list of candidates taking the promotional examination, along with each candidate's service points score. The original of this list shall be initialed by the Chief and the Town Administrator and shall be placed in an envelope, and sealed by the Chief. A copy of this list shall also be initialed by the Chief and Town Administrator, placed in a sealed envelope and retained by the IBPO President. The list shall not be made public until after the written examination scores have been received and posted.

Upon completion of the examination process, a promotional list shall be prepared and posted within ten (10) days after the examination results have been received by the Personnel Committee. The order of appearance shall be determined by a composite score of all portions of the examination process (A-F above). Should there be a tie on the promotional list, said tie shall be broken in accordance with §7-25(b) of the Town Code.

SECTION 3. FILLING VACANCIES

Promotional examinations shall be given within thirty (30) days from the date the promotional list is depleted or when the promotional list has expired, whichever occurs first.

If there is an active promotional list, a vacancy in any rank shall be filled within thirty (30) days of its occurrence, unless during that same thirty (30) day period the Chief advises the IBPO President that he does not intend to fill the vacancy. If there is not an active promotional list, a vacancy in any rank shall be filled within thirty (30) days after the certification of a new promotional list, unless during that same thirty (30) day period the Chief advises the IBPO President that he does not intend to fill the vacancy.

Selection of police officers to fill the vacancy for which the promotional examination was given shall be made by the Chief who shall consider the top three (3) candidates on the promotional list in question.

In the event that no candidate passes the written examination after two (2) testing cycles, the police chief shall choose from the interested candidates based on the criteria contained in this article.

The Town of Middletown will promote from within the bargaining unit for the position of Town of Middletown Deputy Police Chief, unless none of the qualified candidates from the bargaining unit accept promotion and appointment to the position.

ARTICLE XV

SECTION 1. RULES AND REGULATIONS

The town shall furnish each police officer with a complete set of rules and regulations governing the Police Department.

SECTION 2. CRIMINAL CHARGES

A police officer suspected of violating the law, or who is charged with a criminal offense shall be afforded all constitutional rights and privileges afforded every private citizen.

In addition, whenever a criminal charge is preferred against any police officer, such police officer shall be informed in writing of the nature of the charges. A police officer, against whom such criminal charge is preferred, shall have the right to engage counsel and have such counsel present during all interrogation and proceedings.

During the pendency of any such charge, no threats, promises or coercion may be used by the Town or its Police Department against the officer so charged.

SECTION 3. BILL OF RIGHTS

In addition to the rights enumerated in the previous section of this Article, whenever a police officer shall be under investigation or subject to interrogation by the Town for any reason that would lead to disciplinary action demotion, dismissal or any other matter which may be considered punitive in nature, then such investigation or interrogation shall be conducted pursuant to the Law Enforcement Officers' Bill of Rights (§42-28.6 of Rhode Island General Laws).

SECTION 4. REMOVAL OF REPRIMANDS AND SUSPENSIONS

Written reprimands, memoranda of all reprimands and any documents regarding a police officer's suspension of two (2) days or less shall be removed from the police officer's personnel file three (3) years from the date of punishment, provided there are no further reprimands or suspensions in the officer's file during that same three (3) year period. This section shall be retroactive so as to include all reprimands currently in police officer's personnel file.

ARTICLE XVI

SECTION 1. EDUCATION BENEFITS

A police officer desiring to avail himself of the provisions of this Article, shall make written application to the Chief at least one (1) week prior to the commencement of the course or the enrollment.

The Town shall pay the complete tuition fee and expenses for books, supplies and graduation fees incurred by police officers of the Town who are enrolled in a degree course or in any law enforcement course to include NEASC accredited institutions only, or at a police training school. To the extent not mentioned in RIGL 42-28.1-4, as amended, such courses and schools or colleges shall be subject to the approval of the Chief. The Chief or his designee is responsible for verifying the satisfactory completion of all courses, reimbursements etc.

Police officers hired prior to 7/1/2007 who have earned a Bachelor's Degree will receive an annual payment of \$1,000 at the end of each fiscal year and police officers hired prior to 7/1/2007 that have earned a Master's degree will receive an annual payment of \$1,500 at the end of each fiscal year. Police officers hired after 7/1/2007 who have earned a Bachelor's Degree in Criminal Justice or a related field will receive an annual payment of \$1,000 at the end of each fiscal year and police officers hired after 7/1/2007 who have earned a Master's degree in Criminal Justice or a related field will receive an annual payment of \$1,500 at the end of each fiscal year. This educational incentive payment will be paid via payroll and will not be included in pensionable earnings for pension purposes.

SECTION 2. UNSUCCESSFUL COMPLETION OF COURSE

If an officer fails a course, said officer shall refund the Town for all costs associated with the failed course within one hundred-eight (180) days from the notification of failure. The Town may garnish said officer's wages in accordance with a payment plan coordinated with the

Finance Director, if officer does not pay within one hundred-eighty (180) days. Said payment plan shall not extend for more than one hundred-eighty (180) days, or said officer will pay in full via payroll garnishment upon termination of employment.

SECTION 3. BOOKS FURNISHED

Following the completion of any course hereunder, the police officer shall return all books purchased by the Town to the Police Department library.

SECTION 4. TRAINING ACADEMY COSTS

The parties understand that probationary police officers, within ninety days of appointment as such, are required by the Town to execute an agreement in a form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town, other than salary and health benefits, related to their attendance at the Municipal Police Academy in the event that they voluntarily leave employment with the Town within two (2) years of graduation from the Academy, that they repay three-quarters (3/4) of all such sums if they voluntarily leave the employment of the Town more than two (2) years but less than three (3) years after graduation from the Academy, that they repay one-half (1/2) of all such sums in the event they voluntarily leave the employment of the Town more than three (3) years but less than four (4) years after graduation from the Academy, and that they repay one-quarter (1/4) of all such sums in the event that they voluntarily leave the employment of the Town more than four (4) years but less than five (5) years after graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be the cost of books, tuition (if any is paid), uniforms, other school materials and costs incurred by the Town in collecting such sums (including reasonable attorneys' fees) from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period.

ARTICLE XVII

SECTION 1. UNIFORMS AND EQUIPMENT

The Town shall supply to each new police officer a complete set of winter and summer uniforms including other articles of clothing listed below. In addition, each newly sworn police officer shall receive police equipment listed below unless the Chief has determined that such equipment is unnecessary for any member of the department.

Academy Uniform: Pants, shoes, shirt, tie and belt.

Traffic straps, tie, ammo pouch, handcuffs, handcuffs pouch tie clip trousers, short sleeve shirts (2), long sleeve shirts (2), garrison belt, sam brown belt, shoulder patches, hat badge, breast badge, hat, hat cover (rain), corfoam shoes, .45 caliber firearm (after training) ammunition, holster, asp (after training), badge numbers (uniform), raincoat, rain boots, light weight jacket, winter jacket, dress blouse, portable radio, whistle, gauntlet gloves, white gloves and ID card.

SECTION 2. REPLACING UNIFORMS AND EQUIPMENT

The Town shall replace uniforms and equipment (which shall include a police officer's personal eyeglasses and watch) lost or damaged by police officers performing their services for the Town. Any damaged uniform or equipment shall be returned to the Chief prior to the Town's purchase of a replacement. In addition, the Town shall replace flashlight batteries and flashlight bulbs for the flashlight utilized by police officers in the course of their employment by the Town. The police officer shall present worn out flashlight batteries and flashlight bulbs in order to obtain replacements.

SECTION 3. UNIFORM MAINTENANCE ALLOWANCE

The Town shall pay to each police officer the sum of \$1,200.00 on or before September 1 for the maintenance and upkeep of their uniforms. Police officers shall be required to purchase new Gortex uniform jackets as designated by the Town from a supplier designated by the Town as necessary due to wear and tear.

Newly sworn police officers and those police officers who retired during the course of the fiscal year shall receive a prorated amount based upon the number of days of active duty status during the fiscal year.

The Town will reimburse officers for the actual cost of upgrading their uniforms when promoted to a higher rank.

SECTION 4. RETURN OF UNIFORMS

If a police officer fails to complete the probationary period, terminates employment with less than ten (10) years seniority or is terminated, he/she shall return all department issued items in useable condition to the Chief within three (3) days of his/her last day of duty.

SECTION 5. POLICE CARS

Police cars shall be furnished with air conditioning, flashlight holder, police scanner as well as other items deemed to be in the manufacturer's "police package".

SECTION 6. MEAL ALLOWANCE

Police officers attending seminars or otherwise on police department business, in excess of one (1) day and off Aquidneck Island, shall be given a per diem meal allowance equal to the daily meal per diem allowance, which shall only include allowances for continental breakfast/breakfast, lunch, and dinner, and which shall exclude incidentals, as published by the United States Governmental Services Administration (GSA). Police officers attending seminars or otherwise on police department business within commuting distance (i.e., does not require overnight lodging), will receive a per diem meal allowance of \$20.00.

ARTICLE XVIII

SECTION 1. PROFESSIONAL LIABILITY INSURANCE

The Town shall pay all costs and expenses for “professional liability insurance” for each police officer of the Town. This insurance shall cover direct and consequential damages and expenses on account of personal injury, including bodily injury, mental injury, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation, violation of civil rights, assault and battery and disparagement of property. Personal injury includes injuries arising from the rendering or failure to render emergency medical services to any person by and duly qualified medical care provider, provided such liability is based solely upon error, negligence or mistake. Such insurance coverage shall total an amount no less than one million dollars (\$1,000,000.00) for each police officer and for each incident.

ARTICLE XIX

SECTION 1. GRIEVANCE DEFINED

A grievance shall mean a complaint by a police officer or a complaint by the IBPO that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or a violation of any established policy or practice.

SECTION 2. GRIEVANCE PROCEDURE

Alleged grievances of police officers with respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement, and which arise under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following procedure:

- A. A police officer having a grievance shall, in writing, bring the grievance to the attention of the IBPO Grievance Committee. If, in the judgment of the Grievance Committee the nature of the grievance justifies further action, it shall file a grievance in writing with the Chief through the IBPO President.
- B. The Chief shall meet with the IBPO President or his designee and the grievant within five (5) working days of receipt of the grievance.
- C. Within ten (10) days, unless otherwise agreed, of the meeting with the Chief and IBPO, the Chief shall render a decision, in writing, a copy of same to be delivered to the IBPO President or his designee.
- D. If the decision of the Chief is not acceptable to the IBPO, then within five (5) days the IBPO may request that the Town Administrator review the grievance for the purpose of reconciling said grievance.
- E. Unless otherwise agreed, within ten (10) days of the written request to the Town Administrator, the Town Administrator shall meet with the Chief, aggrieved officer and

the IBPO President or his designee, as well as any other individuals involved in the grievance. The Town Administrator shall preside over the meeting and hear the facts of the grievance.

Within ten (10) days of the meeting with the Town Administrator, he shall make a complete report of his findings and render a decision with respect to said grievance.

- F. If the decision of the Town Administrator is unacceptable to the IBPO, then within thirty (30) days, the IBPO may request the assignment of an arbitrator by the American Arbitration Association. The decision handed down shall be binding in nature. Costs and expenses of the arbitration, (including arbitrator's fees), shall be shared equally by the parties.

ARTICLE XX

SECTION 1. PENSION PLAN ELIGIBILITY

The Town shall retain the retirement income benefits heretofore in effect relating to police officers of the Town which provides for eligibility for retirement after the completion of twenty (20) years of continuous service with no age limitations. Police officers may elect to continue employment until the age of seventy (70) pursuant to Section 7-60 of the Middletown Code.

SECTION 2. PENSION PLAN COST

The cost of the Town retirement income plan, administered by John Hancock, shall be funded by contributions of seven percent (7%) of the gross annual earnings of each police officer in the plan, and such contributions shall be taken on a pretax basis (subject to agreement with the other participating bargaining units), and the remaining cost shall be funded with contributions from the Town.

SECTION 3. PENSION BENEFITS

Pension benefits shall accrue and be paid based upon the terms and conditions set forth for Middletown police officers in Group Annuity Contract 795 as amended, between the Town of Middletown and John Hancock Mutual Life Insurance Company. Annual retirement income shall be equal to the product of two and one-half percent (2 ½%) hereinafter "Retirement Percent", of the highest average salary received in three (3) consecutive years of total service, plus up to sixty (60) days annual leave, and up to twenty-five (25) days of sick leave for those who have accrued this time, (per option in Article VII, Section 4), and the number of years and completed months of continuous service. A maximum benefit of seventy per cent (70.0%) of the average of the officer's three (3) highest consecutive years of continuous service shall become effective for all police officers hired on or after July 1, 1986. Retirees retiring with at least twenty (20) years of service after July 1, 1992, the Retirement Percent shall be two and three-quarters (2.75%) and for retirees retiring with at least twenty (20) years of service retiring after July 1, 2003, the Retirement Percent shall be three (3.0%) per year.

SECTION 4. PENSION ADMINISTRATION

Parties agree that the Town may employ or retain any administrator, John Hancock or otherwise for purposes of investing, assisting the Town in determining and altering investment strategies from time to time and otherwise administering the plan and its funds, provided however that benefits owed present and future retirees shall not be affected by any change in administrator, investments or investment strategies, as the parties intend this to be a defined benefit plan.

SECTION 5. PENSION PLAN FOR EMPLOYEES SWORN ON OR AFTER JANUARY 1, 2000

Officers sworn in as full-time police officers on or after January 1, 2000 shall, in lieu of the foregoing benefits, be enrolled in the State Retirement System pursuant to R.I.G.L. 45-21.2-22 (20 year retirement), with Plan C cost of living adjustment set forth in R.I.G.L. 45-21.52(3). Membership eligibility and contribution requirements are set forth by the Employees Retirement System of Rhode Island retirement board. The contribution requirements for the State Retirement plan for the police group, as of the date of this Agreement include pretax employee contributions of nine percent (9%) of pensionable earnings, with the remaining cost funded with contributions from the Town.

SECTION 6. PENSION PLAN FOR EMPLOYEES SWORN ON OR AFTER JULY 1, 2011

Officers sworn in as full-time police officers on or after July 1, 2011 shall, in lieu of the foregoing benefits, be enrolled in the State Retirement System with the benefits set forth in §45-21.2-5 and 6, Optional Retirement for Members of Police Force and Fire Fighters (25 – year retirement/ Plan C COLA).

ARTICLE XXI

SECTION 1. MANPOWER

The organization chart for the Middletown Police Department shall contain not less than thirty-eight (38) officers, including 11 rank positions that include at least 4 sergeants and 4 lieutenants and the union also agrees to meet and discuss any further changes that the Town would like to make to the organization of the department.

SECTION 2. MINIMUM MANNING

There shall be a minimum of three (3) police officers on road duty with one (1) uniformed bargaining unit supervisor on duty at all times, with the following exceptions:

	Months	Hours	Exception
1.	January 1 st thru December 31 st	0200 thru 0800	Required number of minimum patrol officers assigned to road duty shall be reduced by one (1)
2.	October 1st through the Thursday before Memorial Day	1100 thru 1500	Required number of minimum road officers assigned to road duty shall be reduced by one (1)

If any patrol officer or supervisor is required to be in the station to conduct business, this will not require callback of a patrol officer or another supervisor to satisfy minimum manning requirements.

The Town shall not be liable to pay any officer for time not worked nor to pay any other financial award or penalty under this Section unless an arbitrator first shall rule that the Town acted in bad faith. Failure to attempt to call back officers so as to meet the manpower requirements of this Section is an example of “bad faith” unless justified by extraordinary circumstances.

SECTION 3. CALLBACK TO MEET MINIMUM MANPOWER

Whenever the level of manpower falls below that established above, Town shall call back a sufficient number of police officers to satisfy these minimum-manning levels.

In calling back police officers under this Section, the Town shall call back those officers holding the same rank as the officers being replaced. (For the purpose of this Section, officers holding the rank of Detective and Patrol Officer shall be considered as holding the rank of Patrol Officer.) Callback shall be conducted in accordance with the terms set forth in Article VI, Section 4.

SECTION 4. DISPATCH

The Town of Middletown, in consultation with the Union, agrees to meet and discuss the implementation of a Regional Dispatch Service during the duration of this Agreement, if it determines that the regionalization is in the best interest of the community.

SECTION 5. NO LAYOFF

No bargaining unit employee shall be laid off through June 30, 2017.

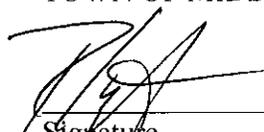
ARTICLE XXII

SECTION 1. DURATION OF AGREEMENT

This Agreement shall be for the term beginning July 1, 2014 and ending June 30, 2017.

IN WITNESS WHEREOF the Town of Middletown has caused this instrument to be executed and its corporate seal affixed by Robert Sylvia, Town Council President of the Town of Middletown, thereunto duly authorized by the Town Council of the Town of Middletown as of the day and date first above written and the International Brotherhood of Police Officers, Local 534, has caused this instrument to be executed and its corporate seal to be affixed by Michael Kravchuk, President of the International Brotherhood of Police Officers, Local 534, as of the day and date first above written, to this instrument and to the one of like tenor.

TOWN OF MIDDLETOWN


Signature

Robert J. Sylvia - President
Print Name and Title

1-2-2015
Date

WITNESS


Signature

Lynn Dible, Finance Director
Print Name and Title

1-2-2015
Date

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS
MIDDLETOWN LOCAL #534


Signature

Michael Kravchuk - President
Print Name and Title

12/30/14
Date

WITNESS


Signature

Richard Bernacke Secretary
Print Name and Title

12/30/14
Date

APPENDIX A

IBPO Salary Table				7/1/2016	1/1/2017
		+ 1.5%	+ 2.5%	+ 2%	+ 1%
	FY2014	FY2015	FY2016	FY2017	FY2017
Recruit - Municipal Academy	N/A	\$40,549.00	\$41,562.73	\$42,393.98	\$42,817.92
Patrol - Probationary (New After 7/1/14)	\$45,055.25	\$42,802.00	\$43,872.05	\$44,749.49	\$45,196.99
Patrol - Probationary (Existing as of 7/1/14)	\$45,055.25	\$45,731.08	N/A	N/A	N/A
Patrol - Step 1	\$49,029.94	\$49,765.39	\$51,009.52	\$52,029.71	\$52,550.01
Patrol - Step 2	\$52,077.68	\$52,858.85	\$54,180.32	\$55,263.92	\$55,816.56
Patrol - Step 3	\$55,122.47	\$55,949.31	\$57,348.04	\$58,495.00	\$59,079.95
Patrol - Step 4	\$57,327.37	\$58,187.28	\$59,641.96	\$60,834.80	\$61,443.15
Patrol - Step 5	\$62,589.94	\$59,910.00	\$61,407.75	\$62,635.91	\$63,262.26
Patrol - Step 6	N/A	\$63,528.79	\$65,117.01	\$66,419.35	\$67,083.54
Detective	\$66,970.85	\$67,975.41	\$69,674.80	\$71,068.29	\$71,778.98
Sergeant	\$66,970.85	\$67,975.41	\$69,674.80	\$71,068.29	\$71,778.98
Lieutenant	\$71,659.36	\$72,734.25	\$74,552.61	\$76,043.66	\$76,804.10

APPENDIX B

Annual Leave

<u>Effective 07/01/2011</u>	<i>Annual Leave</i> <u>Hours</u>
<i>After twelve (12) months</i>	112
<i>After five (5) years</i>	168
<i>After ten (10) years</i>	224

<u>Effective 7/01/2012</u>	<i>Annual Leave</i> <u>Hours</u>
<i>After twelve (12) months</i>	125
<i>After five (5) years</i>	188
<i>After ten (10) years</i>	251

APPENDIX C

Sick Leave

<u>Effective 07/01/2011</u>	<i>Sick Leave</i>
<i>Per Fiscal Year</i>	<u>Hours</u> 200.0

<u>Effective 7/01/2012</u>	<i>Sick Leave</i>
<i>Per Fiscal Year</i>	<u>Hours</u> 224.0