Town of West Greenwich, RI

and the

International Brotherhood

Of

Police Officers

Local Number 517

Contract Agreement

for

July 1, 2015 to June 30, 2018

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Agreement

Pursuant to the Provisions of Chapter 28-9.2 of the General laws of the State of Rhode Island, entitled "The Policemen's Arbitration Act," and all amendments thereto, this agreement is between the Town of West Greenwich (Hereinafter referred to as the "Town") and International Brotherhood of Police Officers Local #517 (Hereinafter referred to as Local 517.)

Preamble

Both parties agree to abide by the provisions of Chapter 28-9.2 of the General laws of the State of Rhode Island, entitled "The Policemen's Arbitration Act," and all amendments thereto.

This agreement is subject to all the provisions of said chapter, including those provisions which provide that the Full-Time Police Officers who are subject to its terms, shall have no right to engage in any work stoppage, slowdown, or strike.

The words "employee" and "member" when used in this agreement shall be synonymous and shall mean all full-time police officers of the Town, excluding the Chief of Police, and shall be gender neutral. Also, whenever words of the masculine gender are used in this agreement, the purpose of such use is to simplify rather than to exclude, and shall mean the feminine, or the masculine, or both, as the case may be.

ARTICLE I

Recognition

The Town of West Greenwich hereby recognized Local #517, International Brotherhood of Police Officers, as the exclusive Bargaining Agent for all full-time police officers, excluding the Chief of Police, for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay, hours and working conditions.

The rights of the Town and members of the bargaining unit shall be observed for orderly settlement of all questions.

ARTICLE II

Discrimination

Section 1. The Parties agree that there shall be no discrimination by either party against any employee for any reason of sex, race, color, creed, or national origin, and further agree to abide by all State and Federal discrimination laws.

Section 2. The parties to this agreement will not discriminate in any way against any member of the bargaining unit for membership in, or for legitimate union activities on behalf of Local #517 or for non-membership in Local #517.

ARTICLE III

Union Security

Section 1. Union Security: All members of the West Greenwich Police Department shall have the right to join or refrain from joining Local #517, International Brotherhood of Police Officers.

Any member who chooses not to join said Local #517 and who is covered by the terms and conditions of this agreement shall, as a condition of employment, be required to pay Local #517 an amount equal to the exact percentage of monthly dues or assessments charged members of said Lodge's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this agreement.

The aforesaid payments shall be payable on the fifteenth (15th) day of each month and said sums shall in no case exceed the membership dues and assessments paid by those persons who are members of Local #517.

It is further agreed and understood that, as a condition of continued employment, all members of the West Greenwich Police Department shall, on the 30th day following their appointment as a member of the West Greenwich Police Department, or effective date of this agreement, whichever is sooner, pay the established fees herein referred to.

Section 2. Union Dues: The Town of West Greenwich agrees to deduct union dues upon receipt of authorization forms supplied by Local #517, and agrees to deduct the agency service fees (provided and referred to in Section 2 of this Article) from all members of the department who are not members of Local #517. Dues, assessments or fees are to be deducted from the employees pay checks on a weekly basis, including fees due by non-members of Local #517. The Town shall forward such deduction to Local #517 each month following the monthly period of such deductions.

It is understood that the Town in no way is responsible for the application and/or use of such funds. Accordingly, Local #517 shall indemnify and hold harmless the Town for any and all claims, liabilities, and damages incurred by the Town as a result of the Town's compliance with this section.

Section 3. Time-Off for International Brotherhood of Police Officers Business: Members of the bargaining unit, up to a maximum of one (1), who are either officers of Local #517 or members of its bargaining committee shall be allowed time off with pay for official union business in negotiations and or conferences with the Town administration conducted during their working hours and without requirement to make up said time, provided, however, that the foregoing shall not be construed as limiting the locals negotiating committee to one (1) member. The Chief of Police may, in his discretion, permit up to one (1) additional member to attend said meetings.

Not withstanding the foregoing, Local #517 agrees to make reasonable effort to schedule negotiations and or conferences with the Town administration during off-duty hours.

ARTICLE IV

Management Rights

Section 1. Management Rights: The Town of West Greenwich shall, through the Town Council and Chief of Police, retain the right to regulate, manage, and operate the West Greenwich Police Department, provided however, that such regulation, management and operation shall not abridge, or supersede the provisions of this agreement or violate any State or Federal Law.

The Local #517 recognizes that except as limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct, or supervise the operations of the Town and the employees are vested in the Town.

A. To direct employees in the performance of the duties of their positions;

B. To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees;

C. To maintain the efficiency of the operations entrusted to it;

D. To determine the methods, means and personnel by which such operation are to be conducted.

Section 2. Rules and Regulations: The Town of West Greenwich, through the Town Council and Chief of Police, shall have the right to promulgate rules and regulations, upon adoption, shall be given in writing to every member of the Police Department. Such rules and regulations shall be adhered to by all members of the Police Department.

All members of Local #517, through its President, shall be permitted to make suggestions regarding the Department's rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police by the President of the Local. Said suggestions will be given due consideration, and , if deemed advisable, adopted by the Town.

Members of the bargaining unit shall not smoke or use tobacco products while on working time.

ARTICLE V

Health and Safety

Section 1. The Town shall make every reasonable effort to provide for the safety and health of the members of the bargaining unit during their hours of employment. The Town further agrees to abide by all State and Federal occupational health and safety laws.

Section 2. The Town agrees to provide at its expense to all members of the bargaining unit any and all health and safety training as may be required by State and Federal Law or as may be deemed necessary by the Chief of Police.

Section 3. Local #517 shall lend its support and encouragement to the practice of safety by its members. Members of the bargaining unit shall, through the President of Local #517, notify the Chief of Police in writing of any conditions which affect the safety, health, or liability of the members of the Town of West Greenwich. The Chief of Police shall make every reasonable effort to take action to correct the deficiency.

ARTICLE VI

Permanent Status & Vacancies

Section 1. Permanent Status & Vacancies: All members of the West Greenwich Police Department shall, upon their appointment, be deemed probationary officers, said probationary status shall be for one (1) year from the date of hire. Date of appointment shall be the date upon which the officer successfully graduates from the Rhode Island Municipal Police Academy. In the event an officer is given a conditional offer of employment and does not need to attend the police academy to become POST certified said officer's probationary period will begin the day he/she is sworn in as a probationary police officer.

The Town agrees that permanent vacancies will be filled by regular officers or by hiring permanent personnel. The Town shall post any such vacancies when it determines in its sole discretion that such vacancies shall be filled.

Section 2: Use of Auxiliary/Reserve Police Officers: The parties agree that the use of auxiliary/reserve police officers and constables for the Town of West Greenwich will be governed by the following:

1. Auxiliary/reserve police officers and constables shall not be assigned to perform undercover or detective duties for the West Greenwich Police Department.

2. Auxiliary/reserve police officers and constables shall not be allowed to ride in Department vehicles unless accompanied by a member of the bargaining unit. However, the shift supervisor may assign a department vehicle to the auxiliary/reserve police officer.

3. Auxiliary/reserve Police Officers and constables shall receive all training as mandated by law.

The Town further agrees to indemnify any member of the bargaining unit for whom a civil action is brought against as a result of any action of an auxiliary/reserve officer or constable.

ARTICLE VII

Seniority

Section 1. Subject to the provisions of this agreement, the permanent members of the West Greenwich Police Department shall have seniority rights bases on their date of cumulative length of service with the Town computed from the date of employment as a full-time police officer and/or date of rank within each rank. In the event that more than one (1) patrolman was sworn in at the same time, than the person with the highest grade obtained at the Municipal Police Academy shall be considered senior. Said seniority shall prevail with regards to layoffs and vacations.

Section 2. Transfers or assignments to any division or work-shift and specific assignments within any duty shift regarding beats and patrol areas shall be made by seniority.

Section 3. Nothing contained in this Article shall be interpreted as precluding a member from rejecting the position or benefit at his discretion. Should all members reject the position the Chief of Police shall have the right to assign the member with the least seniority to said position.

Further, in the event a member of the bargaining unit waives his right to a position or benefit under the provisions of this Article, said waiver shall not be construed as a permanent waiver of his seniority rights.

Section 4. The Town agrees to post annually the seniority of all members of the bargaining unit. A member shall have the right to question the accuracy of said seniority and any unresolved issues under this section shall be adjudicated in accordance with the grievance procedure.

Section 5. **Layoffs:** In the event it becomes necessary for the Town to layoff members of the bargaining unit, those members with the least amount of department seniority shall be laid off first. Seniority under this section shall be based solely upon length of employment as a police officer without regard to a member's rank or prior employment with the Town in some other position or department with the Town.

Seniority shall continue to accrue during the layoff period. The last laid off member shall be the first to be rehired by the Town.

Section 6. Seniority and employee status will be forfeited in the event of:

(1) Voluntary quit;

(2) Discharge;

(3) Unauthorized leave of absence of two days or more, unauthorized failure to report to work when scheduled to work and/or failure to report to work when a leave of absence expires. An unauthorized leave of absence occurs when an officer is absent without leave (AWOL)."

ARTICLE VIII

Promotions

Section 1. Promotions: All promotions above the rank of patrolman shall be made by the Chief of Police with the approval of the Town Council. Selection shall be made from the two (2) top candidates upon completion of process for the first position. After which the list shall be valid for 2 years from date of posting of the final scores and advancement shall be offered to Officers in order from highest to lowest score when positions become available. Entire process may be waived if vacancies are less than or equal to the total number of eligible members. Members will have 60 days prior to testing for review and study of required materials.

To be eligible for promotions to a higher rank, a member must first obtain the next lowest rank to the rank being considered. In the event that no member in the next lowest rank has requested consideration the rank shall be offered to the next subordinate rank for eligibility.

All promotions shall be made by examination using the following evaluation: Written exam--30%; Oral Exam--20%; Chief's Recommendation--15%; Education 10%; Seniority--25%; in accordance with the following schedule: One point for each year of service up to 25 points.

1. The written exam shall be mutually agreed upon by the Town of West Greenwich and Local 517. The exam will consist of but not limited to WGPD Policies RI criminal and RI traffic laws.

2. The oral examination shall be conducted by a board made up of the following three (3) persons: One (1) member of the Town Council, one (1) member of an outside police department selected by the Chief of Police, and one (1) member of an outside police department selected by Local #517.

3. The Chief's recommendation shall be based on his evaluation and the member's service record.

4. Education points shall be distributed for degrees in the following amounts: Associates Degree (3 points), Bachelor's Degree (7 points), Master's Degree (10 points).

Section 2. Rank Structure

Effective July 1, 2008
Within the West Greenwich Police Department there shall be at least one (1) Captain or Lieutenant, three (3) Sergeants, and one (1) Corporal. The Chief of Police may assign a Sergeant in order of seniority within rank to each shift for the purposes of supervisory duties.

Due to the new School Resource Officer Sergeant position referenced in Article IX, Section 5 of this Agreement, the police department's rank structure will eliminate the Corporal position and promote one additional Sergeant position. This rank structure will remain in place as long as the police department maintains the SRO position or Sgt. Petrarca remains employed in the SRO position. In the event the SRO position is eliminated or Sgt. Petrarca terminates employment the rank structure, through attrition, will revert back to three (3) Sergeants and one (1) Corporal.

Captain and Lieutenant - All members of the Bargaining unit, with ten (10) years of service, who have obtained the next lowest Rank and who successfully complete the promotional process, shall be eligible for advancement to the next highest rank.

Sergeant - All members of the Bargaining Unit, including Patrolmen and Corporals, with at least five (5) years of service and who successfully complete the promotional process shall be eligible for advancement to the Rank of Sergeant.

Detective – The Chief of Police together with the agreement of IBPO Local 517 may temporarily assign a member of Local 517 to a Detective position. This position will be offered on a seniority basis and to an Officer with at least 5 years of service or successful completion of the RI certified BCI School. This position shall be voluntary and be reviewed every six (6) months. When member is assigned as a Detective, member will receive the next highest pay grade. The RI BCI School when offered will be by seniority. If senior member declines to attend school the offer will then move to next eligible member.

Corporal - The Rank of Corporal will be a non-competitive promotional advancement. The Patrolman with the most seniority and more than ten (10) years in service shall be appointed to Corporal. If the Senior Patrolman declines the advancement, or is determined ineligible by the Chief of Police, the next Senior Patrolman who meets the requirements shall be appointed.

Patrolman - Any member of the Bargaining unit who has successfully completed the hiring process, the Rhode Island Municipal Police Academy (or it's equivalent), successfully completed the established probationary period and been appointed as full time Police Officer.

Probationary Patrolman - Any newly appointed officer who is serving their twelve (12) month probationary period which began from their date of appointment. It is understood and agreed that no probationary officer may grieve or arbitrate the imposition of discipline or his/her discharge from employment with the Town during his/her probationary period.

Should an extended vacancy occur within the rank structure due to a retirement, termination, leave of absence, or sick leave greater than two (2) tours of duty, the Chief shall temporarily assign an eligible member, within thirty (30) days, to the open rank until the vacancy has been permanently filled. The Chief may assign ranking officers to a specific shift for the purposes of supervisory duties.

ARTICLE IX

Hours of Work

Section 1. Hours: As of September 1, 2008 the regular work week for the members of the Patrol Division shall consist of four (4) tours of duty of eight (8) hours each with two (2) days off. The tours of duty shall be as follows:

Days:	07:00 hours to 15:00 hours
Nights:	15:00 hours to 23:00 hours
Overnight:	23:00 hours to 07:00 hours

The regular schedule for the Lieutenant/Captain shall be five (5) and two (2) Monday through Friday 0700 hours to 1500 hours. Hours of work may be altered due to investigations or the extended absence of the Chief of Police or by prior agreement with the Chief.

The tours of duty will be assigned according to seniority initiating with the most senior member of the bargaining unit by January 31st of each year. Once each shift has been designated, it will be considered part of the permanent rotation unless a mutual switch is agreed upon. If a vacancy occurs due to a retirement, termination, or leave of absence, a rebid for shifts may be offered according to seniority initiating with the most senior member of the bargaining unit.

Shift Differential: Any member scheduled to work "Nights," as defined in this article shall receive an additional twenty-five (25) cents per hour. Any member scheduled to work "Overnight" as defined in this article shall receive an additional thirty (30) cents per hour.

Section 2. The town agrees that members of the bargaining unit shall not be used as dispatchers. However, should a vacancy occur on a particular shift the Town shall make a reasonable effort to fill said vacancy with a civilian dispatcher. Should the effort be unsuccessful, a member of the bargaining unit will fill the vacancy in the following manner: 1) offered to a member of the bargaining unit at an overtime call back basis. If unsuccessful: 2) when two (2) or more members of the bargaining unit are working, the junior member of the bargaining unit shall be assigned to dispatch (unless a senior member volunteers to fill the vacancy); 3) When only one (1) member is working, the vacancy shill be filled on an overtime or call back basis.

As of July 1, 2007 when a patrol vacancy occurs due to vacation, sick, comp-time, personal time or any other leave of absence that shift or shifts shall be filled by a member of IBPO 517 on an overtime call back basis. On nights, overnights and Saturday/Sunday days there shall be two (2) members of IBPO local 517 assigned to patrol.

The day shift Monday-Friday 0700-1500 hours shall have (1) IBPO 517 patrol member assigned when the Lt./Capt. reports for duty. If the Lt./Capt. is out leaving only one member of the Patrol on duty then the open shift shall be offered to a member of IBPO 517 on an overtime call back basis, unless, however, the Chief is on duty and is unable to obtain a voluntary replacement through a call back. The Town shall not be required to order back a patrol officer on overtime if the Chief and/or the Lt./Capt. report for duty on the day shift Monday-Friday 0700-1500 hours, and there is at least one IBPO 517 patrol member assigned to duty.

The Town agrees that members of IBPO 517 shall not be used as animal control officers and will not be called upon to handle routine animal control calls for service. However, should a situation occur on a particular shift the town shall make every reasonable effort to call back the civilian ACO. Should the effort be unsuccessful, a member of IBPO 517 may be offered to fill such shift at an overtime call back basis by the Chief or his designee.

Section 3. Substitutions: Members of the West Greenwich Police Department shall be permitted to conduct a mutual shift with another officer subject to review and approval by the Chief of Police. Mutual switches shall not be computed for overtime purpose. A mutual switch should not exceed eight (8) hours per tour.

Section 4: Detectives: Any members of the Bargaining Unit Assigned to a Detective Position shall work five (5) eight hour days with two (2) days off, Monday thru Friday, with weekends and holidays off. Hours of work shall be from 7:00 am to 3:00 pm, unless special assignments require a change of hours.

Section 5: School Resource Officer: The School Resource Officer ("SRO") is assigned on the basis of the agreement with the school committee, with an opt-out clause available with the retirement/termination of an existing union member who would need to be replaced. Should the police department receive a federally funded grant for the SRO position, the school department has agreed to fund the SRO position based on the grant requirements.

The SRO will report to the Chief or his designee and work Monday –Friday, five (5) eight hour days with weekends and holidays off. While school is in session, the SRO hours of work will be from 7am-3pm, unless special assignments require a change of hours. The SRO shall maintain a high visibility within the school and wear the patrol uniform of the day.

During the times when school in not in session (summer and / or school vacation weeks), the SRO position will be moved into the patrol division working a swing shift Monday – Friday from 7pm-3am with weekends and holidays off. These hours may be modified by the Chief of Police based on needs of the department to fill a long term vacancy. A Long Term vacancy being defined as a vacancy that is scheduled to exceed two tours of duty.

By agreement with the school department, the Town of West Greenwich and IBPO #517, the SRO position will be manned by Sergeant Pietro Petrarca. Should Sgt Petrarca terminate service with the West Greenwich Police Department within the specified program time frame, the SRO position will be filled by a patrol officer based on seniority.

Section 6: Swing Shift: In addition to the current tours of duty the chief may implement a swing shift which will consist of one officer working from 7 p.m. to 3 a.m., or with the prior agreement of IBPO, Local 517 another shift working four (4) tours of eight (8) hours each with two (2) days off. If implemented it will be offered to the members of the bargaining unit based on seniority.

ARTICLE X

Section 1. Overtime: Any employee covered by this agreement, who is required to work beyond his normal work shift shall be compensated at the rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked. Any time worked in any hour in excess of fifteen (15) minutes shall be compensated to the next one-half (1/2) hour.

Notwithstanding any provision of Article X, compensation for overtime, compensatory time and callback, to include, but not limited to open shifts created by termination, retirement or injured on duty, shall be paid strictly in accordance with the Fair Labor Standards Act, provided however, employees will be paid time and one-half their normal hourly rate for hours worked for vacation replacement or when ordered back to work.

The employee, at his discretion, may choose to be compensated with compensatory time rather than overtime pay. Compensatory time shall be computed at a rate of time-and-one-half (1.5) for each hour worked. The chief of police shall keep records of each member's compensatory time for use by the employee at a later date or payment to the employee upon leaving employment with the police department. The total hours an employee hired prior to July 1, 2012 can earn, use or carryover into the next calendar year shall not exceed one hundred-twenty eight (128).

Employees hired after July 1, 2012 shall not be entitled to earn compensatory time during their probation period.

The total hours an employee hired after to July 1, 2012 can earn, use or carryover into the next calendar year shall not exceed sixty-four (64), after they have completed their probationary period.

Section 2. Call Back Pay: Any employee covered by this agreement who is called back to duty shall be paid on the basis of a four (4) hour minimum at the rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked.

Call back shall be defined as any time for which an employee is requested to return to duty after having left the work place upon completion of an assigned shift or is requested to return to duty on a regular scheduled day off or other authorized leave.

Section 3. Court Pay: Any off-duty officer who is required to appear in any court as a witness shall be compensated on the basis of a four (4) hour minimum at a rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked

ARTICLE XI

Vacations

Section 1. As of July 1, 2007 members of the bargaining unit shall be entitled to the following vacation schedule based on the calendar year:

Years of Service				Entitlement
a)	0 months	to	6 months	none
b)	6 months	to	1 year	6 Days
c)	1 year	to	3 years	12 Days
d)	3 years	to	19 years	14 Days with 1 day added for each additional year up to 24 days
e)	20 years or more			30 Days

Section 2. Members of the bargaining unit may carry no more than 10 Days from one calendar year to the next, provided however said employee was not prevented from taking those days in excess of the 10 days at which time the excess may also be carried over. Should two (2) employees or more request the same vacation period, the employee with the greatest seniority will have the first choice.

Section 3. Whenever the employment of a member of the bargaining unit is terminated by retirement, layoff, resignation, removal from officer for just cause, or death, without his having been granted the vacation to which he is entitled, he, or in the case of death his beneficiary, shall be entitled at the time of termination of employment payment of an amount equal to the daily rate of pay of such vacation accumulation.

Section 4. Members working 5/2 schedule will be issued 4 hours of comp time per month, and 2 hours of vacation time for each vacation day awarded.

ARTICLE XII

Sick Leave

Section 1. Sick leave with full pay shall be computed at the rate of one and one-sixteenth (1.16) days per month for all members of the bargaining unit. Such annual sick leave of one fourteen (14) Days with pay per year shall be cumulative to one-hundred and nine (109) days.

Section 2. Whenever the employment of a member of the bargaining unit is terminated by retirement, layoff, resignation, removal from office for just cause, or death, without his having been granted the sick leave to which he is entitled, he, or in the case of death his beneficiary, shall be entitled at the time of termination of employment payment of an amount equal to the daily rate of pay of such sick leave accumulation.

Section 3. Sick leave for members of the bargaining unit shall be granted for the following defined reasons:

A. Personal illness or physical incapacity to such extent as to be rendered thereby unable to perform his present position;

B. Enforced quarantine when established and declared by the Department of Health or other competent authority for such period quarantined.

Section 4. Whenever a member of the bargaining unit is on sick leave he shall be confined to his home during the period of the member's normal working hours. Should it become necessary for said member to leave his home, he shall call the police station and make notification that he must leave his home

The Chief of Police may require a physician's certificate whenever a member of the bargaining unit is on sick leave for more than three (3) consecutive working days.

Section 5. Members of the Bargaining unit may elect to sell unused sick days back to the town at an amount equal to the daily rate of pay, provided, that it does not exceed nine (9) days per year and payable on or before January 31.

Members of the bargaining unit hired after July 1, 2012 may elect to sell unused sick hours back to the town at an amount equal to sixty percent (60%) of the hourly rate of pay, provided that it does not exceed fifty-six hours per year and payable on or before January 31. The member must notify the Chief of Police in writing by December 31, for the current year.

Section 6. In circumstances in which an employee's legal spouse, child, parent, or domestic partner (whether or not said spouse, child, parent or domestic partner reside in the household) is ill, the employee may be granted sick leave, not to exceed 5 days in a calendar year, if (1) attendance upon said employee's spouse, child, parent, or domestic partner is medically necessary; and (2) said employee is unable to make other arrangements.

ARTICLE XIII

Leaves of Absence

Section 1. Leave Without Pay: The Chief of Police may, with Town Council concurrence, grant leave without pay for extenuating circumstances to a member of the bargaining unit--not to exceed six (6) months. A member on leave without pay shall continue to accrue seniority, but shall not accrue any additional benefit while on leave without pay (e.g., sick time, vacation time, personal time etc.), but shall continue to be eligible for health and dental insurance. In addition, the time an employee is on leave without pay shall not be credited as service time for pension purposes.

Section 2. **Parental Leave:** Parental leave shall be granted in compliance with all State and Federal laws regarding such leaves. A member of the bargaining unit shall be allowed to utilize his accumulated vacation time, compensatory time, an/or sick leave during such leave.

Section 3. **Military Leave:** Military leave shall be granted in compliance with all State and Federal laws regarding such leaves.

Section 4. **Bereavement Leave:** A member of the bargaining unit may be absent for three (3) working days without loss of pay in the event of the death of a mother, step-mother, father, step-father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, or other member of the Immediate household.

In the event of the death of any other relative a member may be absent for one (1) working day without loss of pay.

With the Chief's approval, a member may extend his or her bereavement leave beyond the time periods provided in this Section, and all such additional bereavement leave shall be charged to the member's vacation leave.

Section 5. A member's seniority shall continue to accumulate during all authorized leave periods and the member's job shall be guaranteed upon return.

ARTICLE XIV

Illness/Injury--Line of Duty

Section 1. The Town agrees to abide by all applicable state and Federal laws with regard to illness and/or injury in the line of duty.

Whenever a member suffers an illness or injury in the performance of his duties as a police officer or while performing any duty which is considered part of his employment shall, as soon as practicable, report said illness or injury to the Chief of Police in writing stating the facts related to the incident and the nature of the disability.

The Town further agrees that once a member of the bargaining unit reports for work, he is actually on duty and shall be covered under this article until his tour of duty is completed.

All medical expenses associated with the treatment and recovery of said illness or injury shall be borne entirely by the Town. Said members shall have the right to be treated by the physician and/or hospital of his choice. Further the Town agrees to pay all expenses as set forth in 45-19-1 of the General laws of Rhode Island, as amended, within ninety (90) days of the date of billing.

Section 2. The Town shall have the right to have the member examined by a physician of its choice. In the event the Town's physician advises the Chief in writing that in his opinion the member of the bargaining unit, who is on "Injured on Duty Status", is able to return to work, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days). If the opinion of the member's physician is in conflict with the Town's Physician, the member shall be required to be examined at the Rhode Island Hospital Clinic with the results therefore being conclusive on the parties. For purposes of this sub-section, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself of the grievance procedure as defined in Article XX with regard to any report or results received from the Rhode Island Hospital clinic concerning the member's physical condition and/or the member's capacity of returning to work. The cost of the examination at the Rhode Island Hospital Clinic shall be borne by the Town. The member shall remain in an "Injured on Duty" status until such time as the Chief receives a written report from the Rhode Island Hospital Clinic. Appointment scheduled at the Rhode Island Hospital Clinic shall be with physicians specializing in the area of compliant, injury or illness as suffered by the member.

Section 3. The Town agrees to pay all expenses for inoculation and/or immunization to any member of the bargaining unit and their family who normally resides with said employee, when such becomes necessary, as a result of the member's exposure to any disease arising out of and during the course of his employment which would require said inoculation and/or immunization

The Town further agrees to pay for the immunization of its police officers to prevent the contracting of infectious disease, including, but not limited to, Hepatitis B.

ARTICLE XV

Section 1. <u>Salaries</u>

Position	Annual
Patrolman-Step 0 (0-1 years)*	$41,395.25
Patrolman-Step 1 (1-2 years)*	$46,563.56
Patrolman-Step 2 (2-3 years)*	$49,705.03
Patrolman-Step 3 (> 3 years)*	$56,254.16
Corporal	$58,550.36
Sergeant	$61,994.50
Lieutenant	$64,290.59
Captain	$66,586.69

Pay Adjustments

Effective July 1, 2015, the above salaries shall be increased by 3%.

Effective July 1, 2016, the above salaries shall be increased by 2%.

Effective July 1, 2017, the above salaries shall be increased by 3%.

*Progression from Step 0 (Probationary) to Step 1 at conclusion of Probation upon recommendation of the Chief and appointment as permanent police officer by the Council; Progression from Step 1 to Step 2 after one year at Step 1 upon recommendation of the Chief; Progression from Step 2 to Step 3 after one year at Step 2 upon recommendation of the Chief.

The Town, in its sole discretion and upon consultation with the Police Chief, shall have the authority to set the starting salaries for new hires at any Step on the Patrolman's salary schedule based on, among other factors, their experience working in other police departments. Regardless of pay step, all new officers shall be in probationary status for one year from date of hire.

Section 2. **Longevity Pay:** As of July 1, 2008 Members of the bargaining unit shall receive longevity pay, so called, which shall be computed on the basis of the member's base pay and shall be payable to the member in a lump sum on June 1st of each year. As of July 1, 2008 said longevity pay shall be considered part of the member's base salary and shall be computed in accordance with the following schedule:

Years of Service	Percentage of Salary
0 to 5 years	0%
5 to 10 years	4%
10 to 15 years	5%
15 to 20 years	6%
Over 20 years	9%

The following scale shall apply to employees hired on or after July 1, 2012

Years	Pay Increment
0-7	0%
7-12	2%
12-17	2.5%
17-22	3%
22+	4.5%

ARTICLE XVI

Clothing Allowance

Section 1. As of July 1, 2015 the Town agrees to pay each member of the bargaining unit an annual clothing allowance of $1,500.00. The Town will provide each member with equal payments of $450.00, with the first payment made by July 31st and the second payment made by January 31st. The parties agree that the Town will withhold the remaining $600.00 of the clothing allowance, and the members must use that allowance to purchase department uniforms through a vendor chosen by the Town, provided all such purchases shall be approved by the Chief. No reasonable request shall be denied by the Chief of Police. The unused balance of this annual allowance may carry forward from fiscal year to fiscal year, but an officer shall forfeit any remaining balance upon separation from employment with the Town. Employees shall be

responsible for proper maintenance of all uniforms. Uniform clothing shall not be used by the member except during the performance of police duties or details. If any member's uniform or equipment is judged to be in disrepair, it shall be repaired or replaced in accordance with this agreement.

Section 2. Body Armor: Body armor will be paid for the by the Town for each member of the bargaining unit. The cost will be reimbursed up to a maximum of $750.00. The Town funds can be utilized and balance paid after other community, State & Federal funding grants are exhausted for this area.

While on duty each member of the bargaining unit supplied with body armor shall be required to wear said body armor. All vest shall remain property of the Town. Upon termination of employment, vests shall be returned to the Town, or a prorated share of the replacement cost will be reimburse to the Town.

The Town further agrees to replace the supplied body armor within 5 years of the date of manufacture. Each member of the bargaining unit will be responsible for notifying the Town, through the Chief of Police, 1 year prior to the replacement date of the body armor, for budgeting purposes.

Effective July 1, 2003
Section 3. The Town will provide a firearm and holster to each member. The type and model will be approved by both the Chief of Police and the Bargaining Unit.

ARTICLE XVII

Holidays

The following shall be considered paid holidays by the Town for the members of the bargaining unit:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Police Officer's Memorial Day
Independence Day
Victory Day (V.J. Day)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

In addition to the above, members of the bargaining unit shall receive three (3) personal days with pay to be taken with prior approval of the Chief of Police or his designee.

When a holiday falls within a given pay week, all members of the bargaining unit be compensated at an additional one fifth (1/5) their weekly salary, whether he works the holiday or not.

ARTICLE XVIII

Health Benefits

Section 1. Medical Coverage: The Town of West Greenwich agrees to provide at its expense family medical coverage to all members of the bargaining unit. Said coverage may be provided by Blue Cross Healthmate Coast to Coast or United Health Care as described in Appendix A of this contract. All members of the bargaining unit shall enroll in the Town's Wellness Program and be subject to the terms and conditions thereof.

Section 2. Dental Coverage: The Town agrees to provide at its expense to all members of the bargaining unit family dental coverage from Delta Dental of Rhode Island with additional riders Levels 1, 2, 3, 4, to include implants/bridges and composite fillings, and a benefit cap of $2,500.00 per person per year.

Section 3. Waiver of Coverage: Due to duplicate coverage, members may elect not to be covered by the Town's health coverage. Any member so choosing shall be required to notify the Town annually of this option no later than March 1st. Said member so opting to waive coverage under this Article shall be given in lieu of coverage compensation the amount equal to 50% of the towns cost of the annual premium for the specific coverage waived. Not withstanding the foregoing it shall be the responsibility of the member waiving coverage to provide the Town with written proof of medical coverage form a source other than the Town.

Section 4. Alternate Coverage: The Town of West Greenwich shall have the right to secure medical coverage other than from the provider set forth in this Article. Said alternative provider shall offer equal coverage to the members of the bargaining unit. Nothing contained in this Article shall preclude the Town from offering medical coverage's in addition to those described in this Article and allowing members of the bargaining unit to voluntarily choose the alternative coverage.

Section 5. Determination of Coverage: For purposes of this Article, and the purpose of determining coverage, only those members who are married or have dependents will be provided with family coverage. All other members shall be provided shall be provided with individual coverage. "Family" shall mean the member and spouse and their children who reside together, notwithstanding however, the Town agrees to honor duly executed divorce decrees concerning medical coverage for a member's dependent children only.

Section 6. Employee Contribution to Health Benefits: Any member of the bargaining unit hired prior to July 1, 2015 who is provided with medical coverage by the Town of West Greenwich will be required to contribute $54 per week for a family plan and $36 per week for an individual plan towards the health benefit costs All members of the bargaining unit hired on or after July 1, 2015 shall be required to contribute twenty percent (20%) of the annual family or individual premium cost for all health and dental benefit coverages provided under this Agreement.

Section 7. Eye Care Rider: Town agrees to provide an eye care visit and hardware rider as described in appendix A.

ARTICLE XIX

Retirements

Section 1. Members of the bargaining unit shall be covered under the State of Rhode Island, Municipal Police and Fireman's Retirement System.

Officers sworn in as full-time, permanent police officers on or after July 1, 2012 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).

Section 2. Any member of the bargaining unit, regardless of length of service within the Police Department, shall be entitled to accidental disability retirement when such disability is a direct result of an injury or illness related to his duty as a police officer. Upon receiving such disability retirement, said member shall receive sixty-six and two-thirds percent (66 2/3%) of his salary at the date of his being placed onto the disability retirement.

Section 3. The Town agrees to provide COLA-C, under the State of Rhode Island Municipal Police and Fireman's Retirement System, to any member or former member retiring after January 1, 2002.

Retirements shall be as set forth in the General Laws governing the State of Rhode Island Municipal Police and Firefighters Retirement System.

ARTICLE XX

Grievance Procedure

Section 1. Grievance Defined: A grievance is defined as any dispute between Local #517 or its members, either individually or collectively, and the Town of West Greenwich which involves the interpretation, application and/or compliance with the provisions of this agreement. It is expressly understood that the Town has the right to initiate and file a grievance, and proceed to expedited arbitration under the provisions of this Article.

Section 2. Timeliness: Any employee shall have fourteen (14) days from the incident giving rise to said grievance or his knowledge thereof to file a grievance in writing with the Town.

Local #517 shall have the right to initiate a grievance as a grievant on its own behalf. Local #517 shall have twenty-one (21) days from the date of the incident giving rise to the grievance or its knowledge thereof to file a grievance in writing with the Town.

Grievances not filed in a timely manner by a member or Local #517 shall be deemed to be waived for that incident and shall not be interpreted as a permanent waiver of the question.

Section 3. Procedures: All grievances shall be processed in accordance with the following procedures:

Step #1: A member of the bargaining unit having a grievance shall bring the grievance in writing to the attention of Local #517, in accordance with the Lodge's established procedures, and within sufficient time to allow for filing with the Town. If in the judgment of Local #517 the nature of the grievance justifies further action, it shall through the President of Local #517 or his designee file the grievance in writing with the Chief of Police of the Town of West Greenwich Police Department.

Step #2: The Chief of Police shall meet with the President of Local #517 or his designee within three (3) days of receipt of notification to discuss said grievance (unless waived by mutual agreement of the parties).

If either party feels it necessary the member or members involved in the grievance shall appear before the Chief of Police and the President of Local #517 or his designee for the purpose of giving testimony on the grievance.

The Chief of Police shall render his decision in writing within five (5) days of said meeting (unless otherwise agreed), a copy of which shall be delivered to the President of Local #517 or his designee.

Step #3: If the decision of the Chief of Police is not acceptable to Local #517 said Local shall within five (5) days of the receipt of the decision of the Chief of Police submit the grievance in writing to the Clerk of the Council.

The Council shall within twenty-one (21) days meet with the President of Local #517 or his designee, and if necessary the grievant or grievants, to discuss the grievance. The Council may by mutual agreement of the parties hear the grievance at a public hearing.

Step #4: In the event the decision of the Council is not acceptable to Local #517, the Local may within forty-five (45) days of receipt of the Council's written decision request an assignment of an arbitrator by the American Arbitration Association.

The decision of the arbitrator shall be in accordance with the normal guidelines and procedures of the American Arbitration Association and shall be binding on the parties.

Fees and necessary expenses of the neutral arbitrator shall be borne equally by the parties.

It is agreed that the Town also shall have the right to invoke arbitration and may do so by filing with the American Arbitration Association in accordance with its rules and regulations.

Section 4: Waiver & Representation: Nothing contained in this Article shall prevent the parties from waiving any or all the steps of the grievance procedure in order to expedite the process. Notwithstanding, however, any and all grievances initiated and filed by the Town shall proceed to expedited arbitration.

Section 5: Disciplinary Proceedings: The Town hereby acknowledges and agrees to implement and follow all the terms and provisions of the Law Enforcement Officer's Bill of Rights, Title 42, Chapter 28.6 of the General Laws of Rhode Island, as amended. Officers may appeal disciplinary action of two (2) days suspension or less by requesting a review by the Town Administrator, in writing, within seven (7) days of the disciplinary action. The Town Administrator will schedule a hearing within ten (10) days thereafter. The employee will have a right to Union representation at the hearing and will have a full opportunity to provide such information as he/she wishes. The decision by the Town Administrator shall be final and binding on all parties.

ARTICLE XXI

Extra Duty Police Work and Outside Details

Section 1. Members of the bargaining unit shall have the preference to fill all extra police work or private duty details through the West Greenwich Police Department. All details shall be assigned by seniority on a rotating basis. The rotating list will be posted and kept current. The Town agrees that when occasions arise, employees may assist requesting law enforcement agencies with non-departmental details, provided however, that said details do not interfere with normal departmental operations, requirements or emergency situations. , as well as allowing other agencies to assist West Greenwich for non-departmental details. Any personnel from the West Greenwich Police Department, not a member of IBPO Local 517, who work details, shall make a $2.50 hourly contribution to Local 517 for each hour worked. This amount will be automatically deducted by the Town of West Greenwich and forwarded to IBPO Local 517.

When no member of the bargaining unit is available, then the opening(s) shall be offered in the following order:

1) Retired/Former Members of IBPO Local 517
2) West Greenwich Community Traffic Control Officers
4) Outside police departments.

All members of the bargaining unit who may be injured while on a private detail shall be entitled to the same rights, privileges and benefits as if he were injured while performing his duties for the Town of West Greenwich and shall be subject to the Rules and Regulations of the West Greenwich Police Department. In addition the parties agree that the Town shall maintain all rights under Chapter 45-19-1.1 thru 45-19-1.6 of the General Laws of Rhode Island, as amended, with regard to private details. Notwithstanding the foregoing, the parties agree that retired members of the bargaining unit, auxiliary/reserve police officers and members of outside departments shall not be covered by the Town of West Greenwich and shall be defined as sub-contractors for the Town.

Non-Departmental overtime includes all road construction details, including but not limited to all utilities/tree trimming companies.

Non-departmental road construction overtime, as defined above, shall be compensated at the following rates:

1. Detail rate - Time and one half the top Patrolman's rate of pay.
2. Saturday Rate- Time and one half the detail rate.
3. Sunday/Holiday Rate- Double the detail rate.
4. All hours worked over 8 hours shall then be compensated at time and one half the stated rate for the day worked.

All other non-departmental overtime will be compensated at time and one half the top patrolman's rate of pay. All hours worked over 8 hours shall then be compensated at time and one half the stated rate for the day worked.

ARTICLE XXII

Schooling and/or Seminars

Section 1. In order to maintain a properly trained and highly professional Police Department, the Town of West Greenwich hereby agrees members of the bargaining unit may be granted the right to attend schools and/or seminars relative to their duties and obligations as police officers.

All opportunities to attend schools and/or seminars will be on a job-related need in the determination of the Chief of Police and on a rotating basis whenever practicable in order that all may have an opportunity for continuous education.

The Town agrees to provide transportation to and from any schools and/or seminars for any employee who is required by the Chief of Police to attend such school and/or seminars. If a member of the bargaining unit is required to use his private vehicle, he shall be reimbursed at the rate of thirty-two (32) cents per mile. The town also agrees to reimburse any receipts for meals to members attending seminars.

All school and/or seminars which are available to officers for attendance without compensation shall be posted for a period of seven (7) days for the member's knowledge. All attempts to honor a members request for a non-compensated school shall be made with the understanding that the member's obligation to the Police Department shall come first.

Any member of the bargaining unit required to certify or recertify with any equipment, procedure, or position/title at a time other than his regular tour of duty shall be compensated at the rate of time and one-half (1.5) their regular rate of pay with a minimum of two (2) hours.

Section 2. The Town will comply with all State and Federal Laws regarding schools for full-time police officers.

ARTICLE XXIII

Professional Liability Insurance

The Town agrees to provide professional liability insurance in accordance with the insurance policies presently in place and attach the most current policy to this agreement; Appendix B. Notwithstanding the foregoing, the Town agrees to act as self-insurer under this article should there be no private policies available.

ARTICLE XXIV

Personal Files

Section 1. All members of the bargaining unit shall have the right to view their personnel files during regular business hours of Town Hall upon request with a four (4) hour advance notice, which right shall not be unreasonable withheld.

No material shall be inserted into a member's file without said members knowledge and his having received a copy thereof.

Section 2. The Town agrees to maintain "Personnel Log", so called, documenting all vacation, sick leave, bereavement leave, compensatory time owed/used, or any other such leave time that is owed/used by the members of the bargaining unit.

The Chief of Police shall designate a person who shall be the keeper of the Personnel Log.

ARTICLE XXV

Departmental Bulletin Board

The Town agrees to provide a departmental bulletin board so a complete list of all Police Department orders, memorandums and bulletins will be available to all members for their review. In addition an up-to-date seniority list shall be posted on said bulletin board. The Town further agrees to allow Local #517 use of the bulletin board for any and all notices it chooses to post for its members.

ARTICLE XXVI

Severability of Provisions

The parties agree if any provision of this agreement or application thereof to any person or circumstances is held to be invalid or unconstitutional, the remaining provisions of this agreement and the application of such provisions to other persons or circumstances, other than those which were held invalid, shall not be affected thereby.

ARTICLE XXVII

Alteration of Agreement

It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties here to only if executed in writing. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future of all the terms and conditions herein.

ARTICLE XXVIII

Safe Vehicle

Section 1. The Town of West Greenwich agrees that in addition to all equipment required by Rhode Island State Law, all police vehicles shall be equipped with:

1. 1-12 gauge. Police Shotgun with Ten (10) rounds of Ammunition
2. Working Spotlight
3. Prisoner cages
4. Working 2-way radio
5. Heavy duty radial tires

Section 2. It is agreed that the cleaning and maintenance of Police vehicles will be the responsibility of the Town of West Greenwich.

ARTICLE XXIX

Equipment

Section 1. Department Issue Property. All new, Full-time Police Officers will be issued the following equipment upon appointment:

1-Patrol hat
1-kint winter hat
1-black tie
2-winter shirts
2-winter pants
2-summer shirts
2-summer pants
1-winter coat
1-gun belt, with appropriate holster and magazine pouch

1-set of handcuffs (S/W or Peerless) w/cuff case
1-rain coat (lime green type)
1-hat badge
1-coat badge
1-shirt badge
1-set of black footwear
1-pair of winter gloves
1-baseball style hat with West Greenwich Police emblem
1-Department Handgun

All receipts for equipment must be submitted to the Chief of Police prior to reimbursement from the Town of West Greenwich.

Section 2. Personal Property. When a member of the bargaining unit shall in the line of duty and without fault or negligence, on the part of the employee, have any department issued property, prescription glasses, snow suit, or watch stolen, damaged or destroyed, he shall have said item repaired within 45 days from the date of lass or damage claim, submitted to the Chief of Police. If the item in question is deemed non-repairable or stolen, then the item in question shall be replaced with a similar model or equal value, or one equal thereto of another brand, provided said member submits proof of purchase for the value stated in the form of a sales slip from the vender thereof to the Chief of Police, as to establish the true value and the model of the item or items in question. Final determination as to the value and the decision as to repair and replacement shall be the responsibility of the Chief of Police, whose final decision in the matter of claims shall be binding and final on all parties involved thereto, subject to maximum dollar limitations as set forth below and provided that said replacement is not covered by another applicable insurance policy. Department issued property needing replacement due to normal wear, shall be the responsibility of the member through the allotted clothing allowance.

Maximum Dollar Limitations

Prescription Glasses	$75.00
Wrist Watches	50.00
Snow Suits	75.00

ARTICLE XXX

Duties

Section 1. Duties: The duties of the members shall consist of upholding the Constitution and laws of the United States of America, the Constitution of laws of the State of Rhode Island, the provisions of the Town Charter and the ordinances of the Town of West Greenwich and compliance with the West Greenwich Police Department Rules and Regulations, Policies and Procedures.

ARTICLE XXXI

Educational Incentive Pay and Benefits

As of July 1, 2007 the Town of West Greenwich shall establish a Town funded educational pay plan for all members of IBPO Local 517. IBPO local 517 member's who have earned a degree from an accredited educational institution in the study of Criminal Justice/Administration of Justice or Law Enforcement, shall be entitled to receive, in addition to other compensation under this agreement, an annual payment according to the following schedule payable on or before the first pay period in December. The Town of West Greenwich will be responsible to provide the educational incentive amount above what the State of RI funds through the General Assembly each year and payable to each member.

Associates	$500.00
Baccalaureate	$750.00
Masters/PHD	$1000.00

Beginning July 1, 2012, for employees hired after that date the Town shall not be required to make any payments to members pursuant to the foregoing provisions of this Article XXXI for any Fiscal Year (July 1 – June 30) in which the State of Rhode Island does not fund the Municipal Police Incentive Pay program set forth in R.I. Gen. Laws §§ 42-28.1-1 et seq.

Article XXXII

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 reimburse the Town for costs incurred by the Town related to their attendance at the Municipal Police Academy in the amount of $6,000 in the event that they voluntarily leave employment with the Town within two years of graduation from the Academy, that they repay $4,500 if they voluntarily leave the employment of the Town more than two years, but less than three years after graduation from the Academy and that they repay $3,000 in the event they voluntarily leave the employment of the Town more than three years but less than four years after graduation from the Academy, and that they repay $1,500 in the event that they voluntarily leave the employment of the Town more than four years but less than five years after graduation from the Academy. Included within the amounts to be repaid shall be the 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 XXXIII

Duration of Agreement

This Agreement shall be for the term beginning July 1, 2015 and ending June 30, 2018.

IN WITNESS WHEREOF, THE SAID Town of West Greenwich has caused this instrument to be executed and its corporate seal to affixed by Mark D. Tourgee, its Town Council President, thereunto duly authorized by the Town Council of the Town of West Greenwich, and the said Local #517, International Brotherhood of Police Officers has caused this instrument to be signed by Craig S. Barone, its President, thereunto duly authorized this 4 day of November, 2015.

Town of West Greenwich

Witness

Mark D. Tourgee
Town Council President

Witness

Craig S. Barone, President, Local #517 International Brotherhood Of Police Officers

00016505.DOC

Memorandum of Agreement between the Town of West Greenwich and the International Brotherhood of Police Officers, Local #517

In conjunction with the parties' collective bargaining agreement dated July 1, 2015 through June 30, 2018 ("CBA"), the Town of West Greenwich ("Town") and the IBPO, Local # 517 hereby agree to the following:

1. All existing officers as not currently at the top step for patrolmen on the Salary Scale shall move to the top step (Step 3), effective when such officers reach their respective anniversary date in FY2015-2016. This agreement shall only apply to two (2) existing patrol officers, and it shall not apply to any patrol officers hired on or after July 1, 2015.

2. Members of the bargaining unit hired on or after July 1, 2012 and who are employed by the Town as of the date the parties ratify the Tentative Agreement associated with the CBA and who remain continuously employed by the Town through June 30, 2016 shall be eligible to receive a one-time, non-pensionable payment of $5,000. The Police Chief shall have discretion to distribute this $5,000 payment, provided such payment is made on or before June 30, 2016.

3. Within thirty (30) days of ratification of the CBA, Officer Maldonaldo shall make a one-time election to receive either (1) the $5,000 non-pensionable payment referred to above or (2) the post-employment health care option referenced in Exhibit C to the parties' CBA.

4. This Memorandum of Agreement is subject to the grievance and arbitration provisions of the parties' CBA.

AGREED AS TO FORM AND SUBSTANCE:

TOWN OF WEST GREENWICH
Mark D. Tourgee, Town Council President

Dated: 11/4/15.

IBPO, LOCAL # 517
Craig Barone, President

Dated: 4 NOV 2015

00016504.DOC

TOWN OF WEST GREENWICH, RI
AND
INTERNATIONAL BROTHERHOOD
OF
POLICE OFFICERS
LOCAL NUMBER 517

Appendix A

Health Benefit Summary

TOWN OF WEST GREENWICH, RI
AND
INTERNATIONAL BROTHERHOOD
OF
POLICE OFFICERS
LOCAL NUMBER 517

Appendix B

Professional Liability Insurance

TOWN OF WEST GREENWICH, RI
AND
INTERNATIONAL BROTHERHOOD
OF
POLICE OFFICERS
LOCAL NUMBER 517

Appendix C

Members of the bargaining unit hired prior to July 1, 2012 and who retire with at least 20-years of service (inclusive of officers who retire on an accidental (on-the-job injury) disability pension after 20 years of service) shall be eligible to make a one-time selection of one of the following options:

1. 5-years of individual health coverage in retirement, commencing upon the officer's retirement, with the officer maintaining his contribution as of the date of retirement. Health coverage shall be equivalent to the health coverage provided to active members of the bargaining unit.

2. 3-years of family health coverage in retirement, commencing upon the officer's retirement, with the officer maintaining his contribution as of the date of retirement. Health coverage shall be equivalent to the health coverage provided to active members of the bargaining unit.

3. 5-years of "medical waiver" payments in retirement, commencing upon the officer's retirement, equal to 50% of the town's cost of the annual premium for the specific coverage waived determined as of the officer's date of retirement.