Town of North Smithfield
and
International Brotherhood
of
Police Officers
Local Number 410

Contract Agreement
for
July 1, 2013 to June 30, 2016

Table of Contents

PREAMBLE 1

ARTICLE I 1

SECTION 1. RECOGNITION. 1

SECTION 2. EMPLOYMENT SECURITY 1

SECTION 3. DUES DEDUCTION. 2

SECTION 4. AGENCY FEE. 2

SECTION 5. POLITICAL EDUCATION FUND. 2

ARTICLE II 2

SECTION 1. UNION MEETINGS 2

SECTION 2. TIME OFF FOR BARGAINING. 3

ARTICLE III 3

SECTION 1. SENIORITY. 3

ARTICLE IV 4

SECTION 1. DETAIL TO OTHER DEPARTMENTS. 4

SECTION 2. PATROL UNIT. 4

SECTION 3. DETECTIVE UNIT. 4

SECTION 4. DEPUTY CHIEF POSITION. 5

ARTICLE V 5

SECTION 1. HOURS 5

SECTION 2. OVERTIME. 5

SECTION 3. CALL BACK PAY. 6

SECTION 4. COURT TIME 6

SECTION 5. CALL BACK PAY / OVERTIME. 6

SECTION 6. "ON-CALL" COMPENSATION. 7

SECTION 7. OUT OF RANK PAY. 7

SECTION 8. COMPENSATORY TIME. 7

SECTION 9. SUBSTITUTIONS. 8

ARTICLE VI 8

SECTION 1. ANNUAL LEAVE. 8

SECTION 2. HOLIDAYS. 9

ARTICLE VII 10

SECTION 1. CLOTHING ALLOWANCE 10

SECTION 2. STANDARD UNIFORM REQUIREMENTS. 11

SECTION 3. CLOTHING MAINTENANCE. 11

SECTION 4. SEMI-AUTOMATIC WEAPONS. 12

ARTICLE VIII 12

SECTION 1. SICK LEAVE 12

SECTION 2. SICK LEAVE UPON RETIREMENT OR DISABILITY. 13

SECTION 3. BEREAVEMENT LEAVE. 13

SECTION 4. PERSONAL DAYS. 13

SECTION 5. ANNUAL MILITARY LEAVE. 14

SECTION 6. MATERNITY LEAVE. 14

ARTICLE IX 14

SECTION 1. RULES AND REGULATIONS. 14

SECTION 2. ACCESS TO PERSONNEL RECORDS. 14

SECTION 3. RECORD OF DISCIPLINARY ACTION. 14

SECTION 4. INFORMATION AND BOOKS. 14

SECTION 5. EDUCATION AND TRAINING. 15

SECTION 6. DUTIES AND PROMOTIONAL PROCEDURES. 15

SECTION 7. RANGE SUPPLIES. 16

ARTICLE X 16

SECTION 1. WAGE SCALE 16

SECTION 2. LIFE INSURANCE 17

SECTION 3. PENSION PLAN 17

SECTION 4. RETIREMENT AFTER TWENTY YEARS. 17

SECTION 5. COST-OF-LIVING ADJUSTMENT (C.O.L.A.) FOR RETIREES 17

SECTION 6. SHIFT DIFFERENTIAL. 17

SECTION 7. MONETARY SPREAD IN RANK. 18

SECTION 8. BENEFITS UPON DEATH. 18

ARTICLE XL 18

SECTION 1. GRIEVANCE PROCEDURE. 18

ARTICLE XII - BENEFITS 19

SECTION 1. HEALTH INSURANCE. 19
SECTION 2. LIABILITY INSURANCE 21
SECTION 3. HEALTH INSURANCE FOR RETIREES. 22

ARTICLE XIII 22

SECTION 1. CIVIC AND NON-CIVIC DETAILS. 22
SECTION 2. DETAILS. 22

ARTICLE XIV 23

SECTION 1. NO-STRIKE CLAUSE. 23

ARTICLE XV 24

SECTION 1. INJURIES AND ILLNESS. 24

ARTICLE XVI 24

SECTION 1. RIGHTS RESERVED. 24

ARTICLE XVII 24

SECTION 1. LONGEVITY. 24

ARTICLE XVIII 25

SECTION 1. SAVINGS CLAUSE. 25

ARTICLE XIX 25

SECTION 1. PRESENT BENEFITS. 25

ARTICLE XX 25

SECTION 1. DURATION OF CONTRACT 25

Pursuant to the provisions of the Municipal Police Arbitration Act ("Arbitration Act"), this Agreement is made and entered into this 15th day of April, 2013 by and between the TOWN OF NORTH SMITHFIELD and LOCAL 410 INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS.

PREAMBLE

Pursuant to the Arbitration Act, the Town of North Smithfield recognizes that the full-time Police Officers of the Town of North Smithfield have the statutory right to bargain collectively with the Town of North Smithfield and to be represented by an organization in such collective bargaining as to wages, hours, and rates of pay. Nothing herein contained shall be construed to limit the right of the Town of North Smithfield to regulate, manage and control the Police Department of the Town except as modified by the terms of this contract and except as specifically directed by said Arbitration Act. This Agreement is subject to the provisions of said Arbitration Act, wherein, the full-time police officers who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

All references in this agreement to an "officer" or "officers" as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female officers.

The words "member" or "officer" when used in this Agreement shall mean all full-time police officers from the rank of patrol officer up to and including the rank of Captain.

Article I

Section 1. Recognition.

The Town of North Smithfield recognizes IBPO Local 410 as the exclusive bargaining agent for all full-time police officers from rank of patrol officer up to and including the rank of Captain for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions.

Section 2. Employment Security.

The Town of North Smithfield agrees not to discharge or discriminate in any way against any officer of the Police Department for membership or legitimate activities in IBPO Local 410.

Section 3. Dues Deduction.

All members of this bargaining unit shall, within thirty days of date of hire, have the right to join the Union. The employer shall deduct union dues weekly from payroll of all members, upon receipt of signed payroll deduction authorization forms, and shall forward such deductions to: Comptroller, International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, MA 02169-4213.

Section 4. Agency Fee.

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

Section 5. Political Education Fund.

Upon the demand of the Union and with forty-five (45) days notice in writing to the Employer, the Employer shall deduct from the salary of each officer covered by the terms of this Agreement a sum not to exceed fifty cents (.50) per week for a political education fund and transmit the amount to the Union.

It is understood that said political education fund fee will be processed as an increment to the applicable amount of Union dues or agency fee normally deducted from the officer's salary; it is further understood that in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues/agency fee from said political education fund fee.

Any officer who objects to said political education fund fee may terminate his/her deduction by notifying his/her payroll clerk and the Union on a form provided by the Union.

Article II

Section 1. Union Meetings.

The Town agrees to cooperate through the Chief of Police to rearrange the work schedule of all police officers who are officers of the Union to insure that no officer will suffer loss of pay due to attendance at local meetings and/or international meetings of the IBPO.

Section 2. Time Off for Bargaining.

Any three police officers, in addition to the Local President, who are covered by this Agreement and who are designated members of the IBPO Local 410 Negotiating Committee, shall, for the purpose of attending scheduled negotiations and/or conferences in connection with the contract with the Town Administrator, Director of Public Safety, or the Chief of Police, be excused from their regular duties without loss of pay. If a designated Negotiating Team Member is on regular day-off status on the day of the negotiations, he/she will not be compensated for attending the sessions.

Article III

Section 1. Seniority.

The Town of North Smithfield hereby recognizes the rights of seniority of the officers of the North Smithfield Police Department.

(a) Seniority of the officer shall be computed according to time in rank, except Patrolmen, where seniority shall be computed according to continuous service from when the officer is sworn in by the Town as a Police Officer. When more than one (1) officer is sworn in as a Police Officer by the Town on the same date, their seniority shall be computed by their final score attained at the R.I. Municipal Police Training Academy with the higher scorer having seniority.

(b) Officers shall be permitted to choose their beat assignments on the basis of seniority when consistent with the efficient operation of the Police Department.

(c) Officers shall be permitted to choose their work shifts on the basis of seniority when consistent with the efficient operation of the Police Department.

(d) Consistent with General Order 02-10-17, Specialized and Temporary Assignments, all specialized assignments will be delegated by seniority once the selection criteria has been met when consistent with the efficient operation of the Police Department.

(e) The provisions of this section shall not have any retroactive effect.

(f) Any vacant position within the North Smithfield Police Department will be filled within sixty (60) days.

(g) Every January 1st, all officers will have the opportunity to bid from one shift to another based upon seniority; provided, however, that patrolmen shall become detectives pursuant to Article IX, Section 6.

Article IV

Section 1. Detail to Other Departments.

The Town of North Smithfield agrees that officers of the Police Department may be detailed to other departments of the Town for the performance of Police Duties only. The Town will allow details only to towns and cities that have entered into mutual aid agreements with the Town.

Section 2. Patrol Unit.

No less than two uniformed units shall be deployed on patrol on the first shift (0800-1600) and third shift (0000-0800) and no less than three on the second shift (1600-2400). On day shift from the hours of 0800 to 1600, the Chief, Captain and day shift Lieutenant will not be considered a uniform patrol unit. On any other shift, any officer on duty shall be considered a uniform unit. The Captains hours shall be days (0800-1600) -- Monday through Friday (40 hours) with Saturdays, Sundays and all holidays off. Six (6) additional special prosecution days off will be given to the Captain and said days can be carried over from one year to the next for a period of one (1) year. All pay and allowances for the Captain are to be computed at the thirty-seven and a half (37 1/2) hour work week. Special investigations or emergencies may necessitate the Captains hours to be changed for the duration of the special investigation or emergency. The Captain may work patrol overtime on a voluntary basis. The Captain will not be placed on the patrol order back list.

Section 3. Detective Unit.

(a) The Detective Unit shall be a plainclothes unit. The day shift Lieutenant will be the Detective Unit Commander. The Detective Unit will function as an investigatory branch of the police department and its primary responsibility shall be to follow-up on investigations and the prosecution of all complaints assigned by the Detective Commander. Filling of vacancies within the Detective Unit shall be by members holding the rank of patrolman and shall be in accordance with the provisions of Article IX, Section 6.

(b) The Detective Unit shall include the Detective Commander and no less than two (2) detectives. The detectives' hours will be days (0800-1600) -- Monday through Friday (40 hours) with Saturdays, Sundays and all holidays off. Detectives will be given six (6) additional Special Prosecution Days off. Special Prosecution Days can be carried over from one year to the next for a period of one (1) year. All pay and allowances for detectives are to be computed at the thirty-seven and a half (37 1/2) hour work week. Special investigations or emergencies may necessitate the detectives hours be changed for the duration of the special investigation or emergency.

(c) Detectives may work patrol overtime on a voluntary basis, if no patrol officer, sergeant, or lieutenant wants the overtime. Detectives will not be placed on the patrol order back list.

Section 4. Deputy Chief Position.

When the department's unionized membership within IBPO local 410 reaches 25 members, the Chief of Police may exercise his right to establish a non-unionized Deputy Chief position providing all of the following conditions are met:

1. The Deputy Chief will be selected from existing department members,
2. The Deputy Chief position will be created and filled only upon the voluntary retirement of the person in the Captain's position at the time the unionized membership reaches 25 members,
3. When the then Captain voluntarily retires, the Captain's position will be eliminated and in its place a fourth Lieutenant's position will be created,
4. The fourth Lieutenant's position will require that a Lieutenant be placed in command of three patrol shifts and the detective division.

Article V

Section 1. Hours.

(a) Except as provided in Article IV, the regular work week for all police officers, with the exception of the Chief of Police and where otherwise amended, shall be thirty-seven and one-half (37 1/2) hours, consisting of four (4) eight (8) hour tours of duty, including meal break, followed by two (2) consecutive days off after the fourth day of duty. Officers shall not be required to work for more than twelve (12) consecutive hours in any twenty-four (24) hour period; provided, however, that officers may work additional consecutive hours on a voluntary basis, not to exceed a total of sixteen (16) consecutive hours in any twenty-four (24) hour period.

(b) It is expressly understood, however, that hours worked on special/police details, so called, shall not be counted in determining the number of hours worked for overtime purposes. Special details, as used herein, shall mean any work performed by a police officer when a third party other than the Town pays for service. When determining overtime, special details shall not include assignments where the Town pays the police officer's salary.

Section 2. Overtime.

An officer of the Town of North Smithfield Police Department who works in excess of his regular eight hour shift in a given day, in continuous service that is, will be compensated at

the rate of time and one-half pay for every hour in excess of said regular eight hour shift with no minimum period of time.

Section 3. Call Back Pay.

(a) Any officer who is called back to duty shall be compensated for hours worked at the rate of time and one-half, with a minimum of four (4) hours. The officer may elect to have all the time and one-half in either cash or compensatory time subject, however, to the provisions of Section 7 of this Article. In addition, for any hours worked on call back in excess of four (4) hours, the same will likewise be paid at the officer's overtime rate or compensatory time computed at time and one-half, at the election of the officer. Any officer shall, for the purpose of attending range qualifications, required training, parades, court time etc, be excused from their regular duties without loss of pay. If an officer is on day-off status on the day of range qualifications and/or required training, it shall be considered call back.

(b) An officer who is on vacation is not eligible to be called back for duty. The term vacation day shall mean a 24 hour period commencing at the beginning of the officer's regular shift assignment on the date requested.

(c) That in the event of dispatch overtime, the overtime will first be offered to those eligible members of Local 937. In the event said members of Local 937 refuse or are otherwise unavailable, said overtime will then be offered to members of IBPO Local 410. In the event said members of IBPO Local 410 refuse or are otherwise unavailable, a member of Local 937 will be ordered to work said overtime.

Section 4. Court Time.

All officers who are required to attend court, in any criminal or civil cases, as a result of their duties as a police officer, and any appearances before the Town Council in any investigations of that body as a result of their duties as a police officer will be compensated as outlined Section 3 of this Article.

Section 5. Call Back Pay / Overtime.

It is agreed that, in reference to Sections 3 and 4 of this Article, no officer ordered in/ordered over in a manner there stated shall be required to remain on duty for any longer than which his services are actually required for the purpose for which he was called. Officers will only be called back when it is reasonably certain that their services will be required. It is agreed that Section 4 of this Article shall not apply to officers who are required to attend court during their regular tours of duty.

In the event a member of the bargaining unit needs to be "ordered" for duty before his/her shift, those members on paid leave shall not be ordered provided there is another member available to be ordered. Paid leave shall be considered a vacation day, compensation day, personal day, family sick day, special prosecution day, and death in family days as outlined in the collective bargaining agreement between the Union and the Employer. Further, when an officer is on paid leave, it shall mean a Twenty Four (24) hour period commencing at the beginning of the officer's regular shift assignment on the date the paid leave is taken.

There shall be two overtime lists. Except in an emergency or when necessary because of an unavailability of personnel, when a supervisory officer (the rank of sergeant or higher) is absent and an officer is called in to fill the shift vacancy, a supervisory officer shall be called in.

When a patrolman is absent, a patrolman shall be called in. Nothing herein shall be deemed to require the calling in of personnel when not necessary to comply with Article IV, Section 2. When a supervisor creates the vacancy and another supervisor is for duty, a patrol officer will be ordered for duty.

Section 6. "On-Call" Compensation.

An officer who is required to be "on call" in order to provide specialty services to facilitate investigations, such as BCI, detectives, and accident reconstruction, will be compensated 4 hours compensatory time for each on-call period; the on-call period will not exceed 7 consecutive days.

Section 7. Out of Rank Pay.

(a) Whenever a patrolman is on duty and there is no supervisor also on duty the senior patrol officer will receive Sergeant's pay.

(b) When a supervisor of the rank of Sergeant or above is absent from duty or unavailable for regular duty due to a special assignment, the Town of North Smithfield will have the right at its sole discretion to replace such supervisor with an acting supervisor from the proper promotional list. When a promotional list is active and certified, the number one (1) ranked officer will be selected off that list to fill in for the vacant supervisor's position until that supervisor returns to work. If more than one position is vacant in a certain rank the next officer on the active and certified promotional list will be picked and so on.

Section 8. Compensatory Time.

Members of the bargaining unit shall have the option to accept compensatory time in lieu of cash payment for overtime or call-back at the rate of 1.5 hours for each hour worked. Compensatory time may be accumulated up to a maximum of sixty-five (65) hours, which may

be carried over from year to year. Upon the retirement of any bargaining unit member, any outstanding unused compensatory time may be converted to cash at the rate of twenty-five percent (25%) of actual cash value.

On the first and third shifts, one of the officers assigned to the shift is ineligible to take compensatory time off. On the second shift, two of the officers assigned to the shift are ineligible to take compensatory time off.

Commencing July 1, 2013 through June 30, 2016, no two officers will be allowed the use of compensatory time at once, if the second compensatory time vacancy causes overtime.

Section 9. Substitutions.

(a) The right to substitute at any time shall be permitted, provided, however, that permission to substitute must be obtained from a Patrol Supervisor. No officer shall be unreasonably denied the right to substitute. Each officer involved in the substitution of shifts must sign the proper form indicating the dates and hours desired, and the form must be presented to a Patrol Supervisor for authorization within a reasonable time prior to the substitution. If a request is denied, such denial can be subject to the grievance procedure.

(b) Any member who substitutes for another officer, shall receive all pay and allowances that he would have been due if he had worked his normal shift, except when the substituting officer of any shift is subject to Section 6 of this Article.

Article VI

Section 1. Annual Leave.

(a) All members of the bargaining unit commencing with the first day of employment shall accrue vacation leave on January 1 of each year according to the following schedule as of January 1:

Years of Employment	Days of Vacation
New Officers	pro rata
1-5 years	16 days
6 years	17 days
7 years	18 days
8 years	19 days
9 years	20 days
10 years	22 days
11 years	23 days

12 years	24 days
13 years	25 days
14 years	26 days
15 years	28 days
20 years	30 days

Members of the bargaining unit will be credited in full with the vacation days called for above each January 1st upon the commencement of each year listed above. The payment of vacation pay shall be on or before the start of the officer's vacation.

(b) Vacation schedules shall be established by the appointing authority by December 31st of the prior applicable year, and once established, notices setting out such vacation periods shall be given and posted by the appointing authority by December 31st of the current calendar year. Any vacation request made after the January 1st deadline will be given out on a first come, first serve basis. Any request for an exception to the specified vacation period shall be made to the Chief of Police. No officer shall be obligated to take any vacation period in which he has previously signed for.

(c) Every officer covered by this Agreement, shall be allowed to carry over vacation time from one year to another up to and including a maximum of thirty (30) days.

(d) Upon the separation from employment, each bargaining unit member shall have the right to cash conversion for all accrued vacation in addition to the pro rata share of vacation in the year separated.

Section 2. Holidays.

(a) The following will be paid holidays for officers of the North Smithfield Police Department: New Years Day, Washington's Birthday, Easter, Memorial Day, Fourth of July, VJ Day, Labor Day, Columbus Day, Thanksgiving Day, Veteran's Day, Christmas Day, Policeman's Birthday and Martin Luther King Day.

(b) Officers of the police group shall receive, as additional compensation, an additional day's pay for each of the holidays listed in (a) above and such compensation shall be paid during the week in which such holidays occur, whether the officer works the holiday or not.

(c) If a police officer is assigned to work on a holiday, it will be at the officer's overtime rate of pay in addition to holiday pay.

(d) If the holiday falls within an officer's vacation period, the officer shall receive his holiday pay in addition to his vacation pay as herein provided.

Article VII

Section 1. Clothing Allowance.

(a) Commencing July 1, 2010, all officers will be allowed One Thousand One Hundred Fifty Dollars ($1,150.00) per officer per year from the Town as a clothing allowance for the purchase of clothing and/or police equipment. In the event that the Town requires a new type of uniform or equipment, the Town agrees to purchase and pay for such new uniform/equipment.

(b) Further, the Town will replace or repair clothing and other personal property including but not limited to eyeglasses destroyed or damaged in the course of their duties. Within seven (7) days after the request has been made to the Chief of Police for the repair or the replacement of the clothing, the request shall be investigated and either granted or denied by the Chief of Police. If a request is denied, such denial can be subject to the grievance procedure.

(c) Protective gear and working portable radios shall be issued to each officer of the Town, separate from the clothing allowance, at no cost to the officer. Protective gear is limited to bulletproof vests, Kevlar helmet and gas mask with respirator.

(d) The Chief of Police and the International Brotherhood of Police Officers shall agree on the amount and type of uniform articles each officer shall have.

(e) Any unused portion of the member's clothing allowance will be paid in full to the member during the last pay period in June of each year.

(f) Purchase order requests from a member's clothing allowance will be limited to the first two weeks of each calendar quarter (January, April, July, and October) unless exigent circumstances exist that would warrant a purchase order request during a period other than described above. Any reasonable request for a purchase order during a period other than the first two weeks of each calendar quarter because of unexpected events will be granted.

(g) The Chief of Police may require an annual inspection of all officers during the month of April. Officers may be required to purchase items of uniform they may lack or replace items of uniform that are torn or appear in need of replacement. A sum of money, not to exceed One Hundred Dollars ($100.00) may be held back from the officer's uniform allowance until the uniform replacement is made. The total cost of replacement shall not exceed One Hundred Dollars ($100.00).

(h) New officers shall receive their clothing allowance when hired, to be prorated as follows:

(1) New officers may have up to one-half (1/2) of their clothing allowance for the first year of employment held back for uniform purchase.

(2) Officers hired during the month of December, January, and February, shall receive one-half (1/2) of the annual clothing allowance.

(3) Officers having money withheld for uniform replacement shall be reimbursed said money within thirty (30) days of their purchase of required articles of uniform. Plain-clothes officers shall be exempt from uniform requirements during the duration of their plain-clothes division assignment. Plain-clothes officers are expected to be neatly attired.

Section 2. Standard Uniform Requirements.

(a) The following itemization shall constitute the standard uniform requirements:

(1) One Gore-Tex™ Jacket
(2) Two Summer Uniforms
(3) Two Winter Uniforms
(4) (intentionally left blank)
(5) One Tie
(6) One Reversible Raincoat
(7) One Summer Hat With Straps
(8) One Winter Hat
(9) One Police ID
(10) One Winter Uniform Mock-Tee
(11) One Duty Belt
(12) One Black Serviceable Holster
(13) One Police Pistol
(14) One Pair of Peerless Handcuffs
(15) One Black Serviceable Handcuff Case
(16) One Personal Defense Spray (With Holder)
(17) One Expandable Baton and Holder
(18) One Winter Gore-Tex™ Hat
(19) Two Breast Badge (millennium)
(20) One Hat Badge
(21) Two Uniform Number Plates
(22) One Nylon Windbreaker
(23) One Portable Radio with External Mic
(24) One Reflective Traffic Vest
(25) Three Pistol Magazines
(26) One Raid Coat
(27) One Snow Suit
(28) Protective Equipment (Article VII, Sect c)

(b) The following items shall also be part of the standard uniform requirements to the extent that forfeiture monies or other special funds that become available to the Department allow their purchase: (1) One pair black BDUs; (2) One long sleeve training shirt; (3) One short sleeve training shirt; (4) One black duty bag; (5) One weapons safe.

(c) Upon retirement, a member of the bargaining unit shall return his/her service weapon, weapons safe, Kevlar helmet, gas mask, snowsuit, radio, Police identification and issued badges to the Town. Officers who retire of leave the department in good standing will have the option to purchase their service weapon at fair market value, as determined by the manufacturer.

Section 3. Clothing Maintenance.

A clothing maintenance allowance of Seven Hundred Fifty Dollars ($750.00) will be provided to every officer covered by this Agreement for the cleaning and maintenance of uniforms per year to be paid in full during the first pay period in January.

Section 4. Semi-Automatic Weapons.

The Town shall provide to each bargaining unit member a standard semi automatic service weapon, to be determined by the Chief of Police. The Town shall provide five-hundred (500) practice rounds of ammunition not including the rounds necessary to qualify to each bargaining unit member per year in order to fulfill their annual qualification requirements, as determined by the Chief of Police.

Article VIII

Section 1. Sick Leave.

(a) Each member of the bargaining unit shall accrue fifteen (15) sick days on January 1 of each year, cumulative to two hundred 200 days. New hires shall receive their pro rata share on January 1.

(b) Sick leave with Pay is hereby defined to mean the absence from duty of any full-time officer because of personal illness, non-service connected bodily injury, or exposure to contagious diseases.

(c) Request for sick leave must be reported to the police department prior to the officer's scheduled reporting hour for work. All absences of more than three (3) days duration must be substantiated by a Doctor's certificate stating the cause of expected duration of any officer's absence and the Town reserves the right to have the officer examined by a physician of its choice and its own expense.

(d) Of the Fifteen (15) sick days allowed to each officer, Two (2) of these sick days will be allowed to be taken as Family Sick Days; each member shall be credited with fifteen (15) sick days each January 1st of each calendar year.

(e) In addition to the above fifteen (15) sick days allowed in "(d)" of this section, every officer will be allowed an additional two (2) Family Sick Days that will not be cumulative ("use or lose").

(f) Each officer shall be entitled to a lump sum payment of three hundred dollars ($300.00), on the condition that said officer has not taken any of the allowed sick days, during each calendar year.

Utilization of "Family Sick Days" as denoted above in (d) and (e) shall not constitute a loss of benefits as prescribed in this sub-section (f).

(g) Upon reaching the maximum cumulative sick time, all officers shall be paid fifty (50%) percent of the sick time they would lose. Payment shall be paid on in the pay period of December 31st of the current calendar year.

(h) Commencing July 1, 2013 through June 30, 2016, any officer who utilizes sick time may not work overtime, including details, until the conclusion of a 24-hour period, commencing at the beginning of their assigned tour of duty. This provision shall not apply to the utilization of family sick time.

Section 2. Sick Leave Upon Retirement or Disability.

(a) In any case where an officer retires or voluntarily terminates his employment with the Town leaving unused, accumulated sick leave, including the pro rata share in the year of separation, the Town shall pay, after completion of Ten (10) years of service, Fifty Percent (50%) of the amount of such accrued, unused sick leave to the officer on his retirement or leaving the employ of the Town. After completion of Twenty (20) years of service and/or having satisfied the eligibility requirements for a Twenty (20) year pension, the Town shall pay One Hundred Percent (100%) of the amount of such accrued, unused sick leave to the officer on his retirement or leaving the employ of the Town.

(b) In any case where an officer retires due to service connected disability, leaving unused accumulated sick leave, the Town shall pay One Hundred Percent (100%) of the amount of accrued unused sick leave to the officer upon his retirement.

Section 3. Bereavement Leave.

(a) In the case of the death of a Father, Mother, Wife, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Step-Father, Step-Mother, Step-Brother, Step-Sister, or Step-Child of an officer, such officer shall be entitled to a leave of absence with pay from the time of notification of the death to and including the day following the burial of the deceased, not to exceed six (6) scheduled work days to be used within 10 calendar days of the member being notified of the death unless circumstances warrant an extension of the 10 day rule. Any reasonable request for an extension of the 10 day rule will be granted.

(b) In the case of the death of a nephew, niece, uncle or aunt, such officer shall be entitled to a leave of absence with pay for the day of the funeral.

(c) In the case of the death of any relative other than as hereinbefore provided, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person.

Section 4. Personal Days.

(a) Three (3) personal days will be granted officers covered by this Agreement. Said personal days shall not be carried over from one year to the next.

(b) Three (3) personal days will be given to each officer each January 1st.

Section 5. Annual Military Leave.

Each officer shall be granted fifteen (15) calendar days military leave without loss of pay. Such leave shall not be in addition to normal rotation days off or holiday and shall be taken either consecutively or in three (3) increments of up to five (5) days. The officer shall provide his or her expected annual leave schedule when he or she receives it and thereafter notify the Town of any changes as soon as possible.

Section 6. Maternity Leave.

Every female officer may receive three (3) months unpaid pregnancy leave above any applicable sick leave.

Article IX

Section 1. Rules and Regulations.

The Town of North Smithfield agrees to furnish each officer with a complete set of rules and regulations governing the Police Department.

Section 2. Access to Personnel Records.

The Town of North Smithfield agrees that all officers covered by this Agreement shall have the right to inspect their service jackets and personnel records upon request of the officer at reasonable times, during normal hours of the Administrative Office, so that the officer will at all times know the contents of such service jackets and personnel records.

Section 3. Record of Disciplinary Action.

The personnel file of the officer which is kept by the police and/or personnel department, will have expunged from the contents any disciplinary action up to and including a suspension of two (2) days after a period of one (1) year from the date of the disciplinary action provided that during the interim period the member has had no further departmental violation. No adverse material shall be inserted in the personnel file without the member being provided a copy thereof.

Section 4. Information and Books.

The Town of North Smithfield agrees to supply to the International Brotherhood of Police Officers Local 410 a complete set of Town Ordinances along with any changes and additions as they become available. Additionally a copy of the General Laws of Rhode Island

volume 3, and the Motor Vehicle Code Book will be provided. The Town of North Smithfield also agrees to supply IBPO Local 410 with annual updates to these books.

Section 5. Education and Training.

The Town of North Smithfield agrees to reimburse any officer covered by this Agreement the full cost of tuition and books for any accredited school or professional training seminars relating to law enforcement activities and who has successfully completed such course of study, provided such costs have not been paid for or reimbursed from any other source and provided such officer has notified the Chief of Police prior to the commencing of said course(s) or seminar of their intent and the anticipated approximate cost of such schooling. If any officer covered by this agreement is not reimbursed, it shall be subject to the grievance procedure.

Section 6. Duties and Promotional Procedures.

(a) Vacancies in all ranks from and including detective/inspector through and including captain shall be through promotional examination. Beginning after the filling of vacancies in the ranks of sergeant through lieutenant created by the addition of the rank of lieutenant, only those officers holding the rank immediately below the rank to be filled shall be eligible for the examination; provided, however, that detectives/inspectors shall be eligible for the lieutenant examination.

(b) At least thirty (30) days prior to any promotional examination for the position of Detective/Inspector, Sergeant, Lieutenant, and Captain of the North Smithfield Police Department, notice of such examination shall be posted on the Police Department Bulletin Board of the station.

At least thirty (30) days prior to any promotional examination, a copy of all source material needed for the examination, shall be provided for the Police Station for the use of the officers in the station preparing to take such examination, subject to the rules and regulations for use as provided for by the Chief of Police for use of said material.

(c) Any member of the North Smithfield Police Department who shall take any such promotional examination, shall receive their test score in written form.

(d) Personnel taking promotional examinations may review their test.

(e) All newly promoted supervisors will have tenure and will not serve a probationary period.

(f) When a temporary supervisory vacancy occurs and there is an active and certified promotional list, the vacancy will be filled with officers off the appropriate supervisory promotional list in numerical order. If there is no active or certified promotional list, the most

senior police officer will be selected to fill in for the position that is vacant (i.e., senior patrol officer to Sergeant, senior Sergeant to Lieutenant and so on).

Section 7. Range Supplies.

(a) The Town of North Smithfield agrees to supply each officer, annually, with as much ammunition as required to qualify.

(b) During bi-annual range qualification, the Town of North Smithfield will supply all necessary cleaning supplies (oils, cleaning solutions, lubricants, patches and rags). No officer will be allowed to return to duty without first cleaning his weapon.

Article X

Section 1. Wage Scale.

	July 1, 2013 (2.0%)
Six (6) months to one (1) year (Probationary)	824.52/862.30
Over one (1) year Patrol	960.63
Detective	999.79
Sergeant	1025.85
Lieutenant	1051.96
Captain	1078.05
	January 1, 2014 (2.0%)
Six (6) months to one (1) year (Probationary)	841.01/879.54
Over one (1) year Patrol	979.84
Detective	1019.79
Sergeant	1046.37
Lieutenant	1073.00
Captain	1099.61
	July 1, 2014 (3.75%)
Six (6) months to one (1) year (Probationary)	872.55/912.53
Over one (1) year Patrol	1016.58
Detective	1058.03
Sergeant	1085.61
Lieutenant	1113.23
Captain	1140.85

	July 1, 2015 (3.75%)
Six (6) months to one (1) year (Probationary)	905.27/946.75
Over one (1) year Patrol	1054.70
Detective	1097.71
Sergeant	1126.32
Lieutenant	1154.98
Captain	1183.63

Section 2. Life Insurance.

The Town of North Smithfield shall provide a cash value of $50,000.00 of Life Insurance to each member of the Police Department at no expense to the members.

Section 3. Pension Plan.

(a) All full time Police Officers are required to join the Rhode Island Police and Fire Pension Plan following the first month of employment.

(b) All payments into the Rhode Island Police and Fire Pension are to be the same each week, based on the officer's annual salary as broken down into weekly payments, no alterations of this weekly payment into the pension plan are to be made due to holiday pay, sergeant's pay, etc. The yearly longevity payment will still be considered part of the officer's yearly salary in regards to payment into the pension plan.

Section 4. Retirement After Twenty Years.

All police officers are to participate in the optional twenty (20) year retirement plan for police and fireman as administered by the Employees Retirement System of the State of Rhode Island on and after 6/30/90.

Section 5. Cost-of-Living Adjustment (C.O.L.A.) for Retirees.

Any member who retires after January 1, 1995 shall be entitled to receive a C.O.L.A. equaling three percent (3%) in compliance with the Rhode Island Police and Fire Pension Fund Plan C.

Section 6. Shift Differential.

All police officers who are assigned the shift of 4:00 p.m. until midnight shall receive as salary an additional payment of 1% of their base weekly salary, per hour, over and above their base salary. All police officers who are assigned the shift from midnight until 8:00 a.m. shall

receive as salary an additional payment of 2% of their base weekly salary, per hour, over and above their base salary.

Section 7. Monetary Spread in Rank.

(a) A Detective/Inspector shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Thirty Dollars ($30.00) above the salary received by a patrolman.

(b) A Sergeant shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Fifty Dollars ($50.00) above the salary received by a patrolman.

(c) A Lieutenant shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Seventy Dollars ($70.00) above the salary received by a patrolman.

(d) A Captain shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Ninety Dollars ($90.00) above the salary received by a patrolman.

(e) In the event new ranks are added a Thirty-Five Dollars ($35.00) spread shall be maintained between that rank and any rank above and below said rank.

Section 8. Benefits Upon Death.

In any case where an officer dies leaving unused, accumulated, vacation time, personal days, special prosecution days, sick time, compensatory time and earned longevity pay, the Town shall pay the full amount of such accrued, sick time, compensatory time, and earned longevity time to the officer's beneficiary, Executor or the Administrator of his/her estate, or to his/her widow if there be no Executor or Administrator, or to his next of kin if there be no widow in accordance with the intestacy laws of the State of Rhode Island.

The amount of unused, accumulated annual leave, sick time, compensatory and earned longevity pay shall be determined by multiplying the officer's current base rate of pay by the number of unused, accumulated days.

Article XI

Section 1. Grievance Procedure.

(a) Grievance Defined: A grievance shall be defined as any alleged violation of the provisions of the Collective Bargaining Agreement between the parties in regards to wages,

benefits, terms and conditions of employment, existing working conditions, and any/all established past practices of the department.

(b) A member shall file a grievance to the Union within seven (7) calendar days of the alleged violation or the member becoming aware of said violation.

The Union may file a grievance within thirty (30) days of it becoming aware of a violation of the Collective Bargaining Agreement.

(i) Upon receipt of a member's grievance, the Union shall have seven (7) days to review said grievance and forward said grievance, in writing, to the Chief of the Police Department.

(ii) Upon receipt of said grievance by the Police Chief, the Chief shall respond in writing to the Union within seven (7) days of said receipt. Said response will be delivered to the Union President or his designee within these seven (7) days. The Chief may deem it necessary to meet with the Union President or his designee and the grievant to further discuss the said grievance.

(iii) If the Chief of Police denies said grievance, the grievance may be forwarded to the Town Administrator within seven (7) days from receipt of said denial.

(iv) The Town Administrator shall have fifteen (15) calendar days to review and render his/her decision in, in writing, to the Union President or his designee. If within this time frame, the Town Administrator deems it necessary, there shall be a meeting with the Union President or his designee and/or with the Chief of Police, and if necessary, the grievant, to further discuss the said grievance.

(v) Upon receipt of the decision of the Town Administrator, the Union shall have forty-five (45) calendar days, if deemed necessary, to file said grievance to the American Arbitration Association (A.A.A.) for appointment of a neutral arbitrator to hear the issue of the grievance. The decision of this neutral arbitrator shall be final and binding on the parties involved.

(vi) The cost of the arbitration before the A.A.A. shall be borne equally by the Town and the Union.

Article XII - Benefits

Section 1. Health Insurance.

(a) Each member will contribute 5% of premium for their health care insurance plan. Members electing the family plan coverage as outlined in Appendix A will not contribute more than $853.49 per year. Members electing the single plan coverage as outlined in Appendix A will not contribute more than $332.70 per year.

Members electing the family plan coverage as outlined in Appendix B will not contribute more than $947.45 per year. Members electing the single plan coverage as outlined in Appendix B will not contribute more than $371.29 per year.

The Town will pay the entire remaining cost of the health and dental care for its full-time officers on active service in Town employment. Commencing January 1, 2011, there will be a Two Hundred Fifty Dollar ($250.00) health insurance plan deductible. The Town of North Smithfield will self insure the $250.00 health insurance deductible plan for $500.00 per officer per year (see Appendix A). Officers will be reimbursed for any out-of-pocket medical expenses, up to $500.00 dollars per year, that they pay as a result of changing from the current benefits package as outlined in Appendix D/E to the $250.00 deductible plan outlined in (Appendix A/B). Officers must submit for reimbursement to the Town every January 1st and June 1st of the Fiscal Year. Reimbursement by the Town to all officers (active/retired) will be paid within thirty days of submission.

(b) Officers enrolled in the health care plan with coverage as outlined in Appendix B as of July 1, 2003 will continue to receive that coverage, but no new or current officers (not currently enrolled) will be enrolled in the health care plan with coverage as outlined in Appendix B. All officers hired after July 1, 2003 shall enroll in the health care plan with coverage as outlined in Appendix A. Any officer currently enrolled in the health care plan with coverage as outlined in Appendix B who switches to the health care plan with coverage as outlined in Appendix A shall not be allowed to switch back to the health care plan with coverage as outlined in Appendix B. Both plans will include prescription drug and vision care coverage. Dental coverage will be as outlined in Appendix C.

Commencing July 1, 2010, health care benefits and dental benefits shall be provided as described in Appendices A, B, and C.

(c) All officers covered by this Agreement shall have the option to elect out of their health coverage if covered by another healthcare plan, and to accept, in lieu thereof, a payment of $2,500 for a family plan and $1,000.00 for a single plan. If officers elect this option, they must do so during the first month of the fiscal year. No officer may be compelled to accept such an alternative payment. If an officer chooses to exercise this option, they shall only be allowed to elect back into the health plan in the event of marriage, divorce, death of a spouse or child, birth or adoption of a child, termination from employment of their spouse, or any other major change in family circumstances recognized under applicable law or during any enrollment period, and return any unused portion of payment so received.

(d) North Smithfield Police Cadets Eric Rondeau and Joshua Nelson will be covered under the provision of Article XII Section 1 (a)(b)(c), regardless of hire date. Any officer hired after cadets Rondeau and Nelson will contribute 10% of the premium for the health insurance care plan. Members electing the family plan coverage as outlined in Appendix A will not contribute more than $1,706.98 per year. Members electing the single plan coverage as outlined in Appendix A will not contribute more than $665.4 per year.

(e) For the period July 1, 2013 to June 30, 2014: For all members hired prior to July 1, 2013, there will be no increase in co-share percentages and no increase in annual payment caps. However, all members hired on or after July 1, 2013 will pay a 20% co-share, not to exceed $3,987.41 (Family Plan) and $1,554.07 (Family Plan).

(f) For the period July 1, 2014 to June 30, 2015: Members who receive benefits under Appendix A who had been paying a 5% co-share will now pay 7 1/2%, not to exceed $1,790.88 (Family Plan) and $697.99 (Individual Plan). Members who receive benefits under Appendix A who had been paying a 10% co-share will now pay 15%, not to exceed $3,581.76 (Family Plan) and $1,395.98 (Individual Plan).

Members who receive benefits under Appendix B who had been paying a 5% co-share will now pay 7 1/2%, not to exceed $1,989.09 (Family Plan) and $779.10 (Individual Plan). Members who receive benefits under Appendix B who had been paying a 10% co-share will now pay 15%, not to exceed $3,978.18 (Family Plan) and $1,558.20 (Individual Plan).

(g) For the period July 1, 2015 to June 30, 2016: Members who receive benefits under Appendix A who had been paying a 7 1/2% co-share will now pay 10%, not to exceed $2,387.84 (Family Plan) and $930.65 (Individual Plan). Members who receive benefits under Appendix B who had been paying a 7 1/2% co-share will now pay 10%, not to exceed $2,652.12 (Family Plan) and $1,038.80 (Individual Plan).

For all members who had been paying 15% and 20% co-shares, their co-shares and maximum annual payment caps will remain the same.

Section 2. Liability Insurance.

The officers will be covered by insurance, to be paid by the Town, only if available, and if not available the Town will indemnify the officers as set forth herein. In the event any officer covered by this Agreement is sued in any civil proceeding as a result of actions performed by said officer in the performance of his duties as an officer of the North Smithfield Police Department, the Town of North Smithfield agrees to provide such officer with all necessary legal assistance and further agrees to pay any judgment rendered against such officer in any such proceeding.

This section shall not apply to tortuous conduct of any officer which is willful, deliberate or beyond the scope of his employment.

This section shall apply, but is not limited to, all officers who work details as prescribed in Article XIII, Section 2 of this agreement.

Section 3. Health Insurance for Retirees.

(a) The Town shall provide, including family coverage where appropriate, health and dental insurance coverage for all police officers who have retired on or after June 30, 1990. The Town's obligation shall continue until the retiree receives equal or superior health care and dental coverage, individual or family coverage where appropriate, from any other employer or source or the retiree becomes eligible for Medicare or another federally subsidized health care or dental program. The Police Officer shall notify the Town when he is receiving said coverage from any other employer or source. When said outside coverage shall no longer be available to the retiree the Town shall reinstate the retiree back into the Town's Health and Dental Plan.

(b) Effective July 1, 2007, any retiree shall receive from the Town the same health and dental care insurance coverage plan in effect at the date of retirement and shall not be changed during retirement. Said retiree shall continue to pay any co-share in effect upon the date of retirement which shall not be changed during retirement.

(c) Members who retire before July 1, 2007, will not contribute to the cost of their health plan. The Town will pay the entire cost of health and dental care insurance, including family coverage where appropriate.

(d) Those members who retire after July 1, 2007 will have the option of paying their required contribution for their health and dental care insurance plans as outlined in sub-section (b) of this section quarterly, semi-annually or yearly.

Article XIII

Section 1. Civic and Non-Civic Details.

No officer shall be required to perform for any organization, private or public, such as in parades or similar situations except while on duty; otherwise, on nonduty days, such assignments shall be on a voluntary basis and compensated for at time and one-half (minimum four (4) hours). This shall not be construed to apply to the necessary functions of police duties.

Section 2. Details.

(a) The President of IBPO Local 410 retains full rights to negotiate with private industries concerning non-civic details with regards to hours of employment and rates of pay.

(b) A detail list will be made up annually of those members of the bargaining unit who wish to work non-civic details. Acceptance of non-civic details will be on a voluntary basis. Non-civic details shall be given out by rotation in order of seniority and shall be posted in advance at least, whenever practical, forty-eight (48) hours prior to the starting time of such detail.

(c) In the event of an officer's prosecution to enforce a claim against a third party for such injuries or damages sustained while on non-civic details, such officer shall reimburse the Town for all such payments made by the Town pursuant to Section 45-19-1, less apportioned attorney's fees incurred. Provided, however, that the amount of such reimbursement shall not exceed the gross recovery of settlement received by the officer from the third party. It is understood, however, that the payments made by the insurance carrier in accordance with the coverage for which the officer has paid premiums shall not be considered a third-party action.

(d) All officers of the bargaining unit shall be allowed to work details out of the Town of North Smithfield, provided however, said request for manpower is done in accordance with the same procedures that must be followed for in town details. Assignment for out-of-town details will be the same as for those currently in place in this agreement. Retired officers who wish to work details for IBPO Local 410, shall be placed on the list of available detail officers.

Any detail which becomes available must be first offered to all members of the bargaining unit prior to being filled by any non-member.

It is further agreed to, that any members of the bargaining unit shall have the right to "bump" any non-member from any authorized detail up to 24 hours prior to the commencing of said detail.

(e) The Town of North Smithfield may charge an administrative fee not to exceed three dollars per hour for each detailed worked. Such administrative fee shall be in addition to the detail rate established consistent with Article XIII, section 2, subsection (a).

(f) The Town of North Smithfield agrees to compensate within the following normal pay cycle all sworn North Smithfield Police Officers who work civic and non-civic details. Non-sworn members and officers from other police departments who work details in the Town of North Smithfield at the request of the North Smithfield Police detail officer shall be compensated within 10 days of the Town's receipt of the vendor's payment.

(g) The Town of North Smithfield and the IBPO Local 410 agree that if collection of detail monies from a private vendor that is owed to the North Smithfield Police Officers is not obtained after 120 days, the Town and Local 410 will jointly and equally seek legal redress against the private contractor.

Article XIV

Section 1. No-Strike Clause.

In consideration of the rights of the officers covered by this Agreement to the resolution of disputed questions under the grievance procedure herein-before set forth, IBPO Local 410, for itself and for all officers covered by this Agreement, hereby agrees that no such officer shall

have the right to engage in any work stoppage, slowdown or strike. In the event that such work stoppage, slowdown or strike shall take place, it will immediately notify such officer or officers so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. Any officer engaged in such work stoppage, slowdown or strike, shall be subject to immediate dismissal by the Town of North Smithfield without any right to any of the benefits provided under this Agreement.

Article XV

Section 1. Injuries and Illness.

Whenever an officer shall be wholly or partially incapacitated, by reason of sickness contracted in the performance of his duties, the Town shall pay the fixed salary and medical, surgical, dental, optical expenses, and also for treatment attendance, nurses, hospital expenses, medicine, or crutches and apparatus for such period as is necessary, pursuant to Section 45-19-1 of the General Laws of Rhode Island, 1956 as amended.

This section shall apply, but is not limited to, all officers who work details as prescribed in Article XIII, Section 2 of this agreement.

Article XVI

Section 1. Rights Reserved.

Subject to the provisions of this Agreement, the Town Council of the Town of North Smithfield reserves and retains full rights, authority and discretion to the proper discharge of its duties and responsibilities to control, supervise and manage the Department under governing state laws, Home Rule Charter, Town ordinances and rules and regulations issued by the Council or its delegated representative.

Article XVII

Section 1. Longevity.

All full-time Police Officers shall be entitled to longevity payment after they have completed their fifth (5th) year of service on the Police Department, including his twelve (12) months of probation. Payments of longevity shall be in accordance with the schedule hereinafter set forth and will be added to the member's annual salary so as to be included in his annual salary for retirement pension purpose. Any member entitled to longevity payments shall be paid the same in one lump sum on officer's anniversary date of employment, commencing on and after July 1, 1981.

Longevity Scale:

(Effective July 1, 2003)

After completion of Five (5) to Ten (10) years	Five (5%) percent
After completion of Ten (10) to Fifteen (15) years	Seven (7%) percent
After completion of Fifteen (15) years	Nine (9%) percent

Upon the voluntary separation from employment, each bargaining unit member shall receive a pro rata share of his/her longevity payment.

Article XVIII

Section 1. Savings Clause.

If any new provisions of this Agreement are declared to be unlawful or unconstitutional by the Supreme Court of the State of Rhode Island or by any court of final jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Article XIX

Section 1. Present Benefits.

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said officers covered by this Agreement's recognition section and shall be made a part thereof.

Article XX

Section 1. Duration of Contract.

This Agreement shall be for a term of three (3) years-beginning July 1, 2013 and shall expire on June 30, 2016. This Agreement shall remain in full force after its expiration date if negotiations between the Town of North Smithfield and the IBPO Local 410 have not resulted in a new Agreement, until such time as a new Agreement has been reached.

IN WITNESS WHEREOF, the Town of North Smithfield has caused this instrument to be executed by PAULETTE D. HAMILTON, TOWN ADMINISTRATOR, thereunto duly authorized by the Town Council of the Town of North Smithfield as of the day and year first above written, and the said IBPO LOCAL 410 has caused this instrument to be signed by the President, **SHARON PAGLIARINI**, thereunto duly authorized as of the day and year first written above.

By: _____ **Date:** 4/15/13
Paulette D. Hamilton, Town Administrator,
Town of North Smithfield

By: _____ **Date:** 4-18-13
Sharon Pagliarini, President, International
Brotherhood of Police Officers, Local 410

AGREEMENT AMENDING COLLECTIVE BARGAINING AGREEMENT

On this 6th day of March, 2013, the International Brotherhood of Police Officers, Local 410 ("Union") and the Town of North Smithfield (the "Town") agree as follows:

W I T N E S S E T H

WHEREFORE, the Union and the Town are parties to a Contract Agreement for July 1, 2009 to June 30, 2013 (the "CBA");

WHEREFORE, the parties have not negotiated or settled by interest arbitration a successor agreement and therefore the terms and conditions of the CBA continue to have full force and effect;

WHEREFORE, pending a successor agreement, the parties desire to amend a provision of the CBA pertaining to compensatory time;

WHEREFORE, the purpose of this amendment is to conform the CBA the Town's current practice regarding payment for accrued, unused compensatory time upon retirement with the federal Fair Labor Standards Act.

NOW, THEREFORE, based upon the promises and premises stated herein, it is hereby agreed as follows:

1. Amendment. Section 8 (Compensatory Time) of Article V of the CBA is amended by deleting the second sentence of the first paragraph and replacing it with the following sentence: Upon the retirement of any bargaining unit member, the member's accrued, unused compensatory time shall be converted to cash and paid in full subject to withholding as required by law.

2. Section 8 is further amended by inserting the following new provision:

   On November 1st of each year, members shall be able to redeem unused compensatory time for cash in an amount not to exceed fifty (50) hours.

3. Effective Date. This agreement shall be effective on March 1, 2013.

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 410

By: Sharon Pagliarini
President, IBPO Local 410

THE TOWN OF NORTH SMITHFIELD

By: Paulette Hamilton
Town Administrator