

JULY 1, 2022 – JUNE 30, 2027

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TOWN OF COVENTRY

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL

306

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AGREEMENT

Pursuant to the provision of Chapter 28-9.2 of the General Laws of the State of Rhode Island 1956, as amended, entitled “Municipal Police Arbitration Act,” this Agreement is made and entered into this **10th** day of **July**, 2023 but effective as of July 1, 2022 by and between the Town of Coventry (“Town”) and Local 306, International Brotherhood of Police Officers (“Union” or “Local 306”).

ARTICLE I

SECTION 1. RECOGNITION

(a) The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all permanent police officers; except the Chief of Police and Major for the purpose of collective bargaining with respect to wages, rates of pay, working conditions, and all other terms and conditions of employment.

(b) **Definition.** Whenever used in this Agreement, the terms “member,” “officer”, or “employee” shall have the same meaning, which is: active, full-time, paid police officers of the Town up to and including the rank of Captain. Officers who are on a paid leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of the Agreement or as may otherwise be provided for by law.

SECTION 2. UNION SECURITY

(a) The Town agrees not to discharge or discriminate, in any way, against employees covered by this Agreement, for Union membership or lawful union activities, and the Town and the Union agree not to discriminate in any way against employees covered by this Agreement for non-membership, failure or refusal to engage in Union activities or any other lawful activities.

(b) All full-time, active officers of the Coventry Police Department (“Department”), except the Chief of Police and Major, shall have the right to join or refrain from joining the Union.

(c) Vacancies in the rank of Major shall be filled at the discretion of the Town Manager from bargaining unit members holding the rank of Captain or Lieutenant.

(d) The one (1) year active-duty probationary period imposed upon new employees shall commence on the date of their appointment to the Department after graduation from the Police Academy. However, in the event a probationary officer is on extended sick leave or injured on duty or military leave, this probation period may, in the Town’s discretion, be extended for the duration of the time he was unable to perform his duties.

(e) Officers who are promoted to a higher rank or who are laterally transferred (e.g., detectives) shall serve a probationary period of six (6) months of active duty to enable the Town

to assess their fitness and abilities to discharge the duties of said higher rank/position. If that officer is on extended sick leave, injured on duty leave or military leave, this probation period may, in the Town's discretion, be extended for the duration of the time he was absent or unable to perform his duties. During the probationary period, bi-weekly progress reports will be made by that officer's supervisor, a copy of which shall be furnished to the officer and Chief of Police. If that officer does not successfully complete his period of probation in the higher rank/position, as discretionarily determined by the Town or if that officer decides he does not want to serve in that higher rank/position, the Town will afford him the option to; (1) relinquish that position or (2) be demoted/transferred to his previous rank/position. Under either option, the officer shall be returned to his previous rank, position, shift and platoon. In addition, the officer will be credited with rank seniority in his previous rank for the time spent in the unsuccessful higher rank. The intent of the parties is that the unsuccessful officer shall not lose any benefits because he did not successfully complete the probationary period. The officer who may have taken the promoted/transferred officer's position shall return to the position he vacated. An officer who does not successfully complete his probation may grieve the Town's decision pursuant to the grievance procedure set forth herein except, if the matter is submitted to arbitration, the Expedited Arbitration process under the American Arbitration Association's rules shall apply. An arbitrator shall reverse the Town's decision only upon a finding that it was arbitrary.

SECTION 3. LIMITATION OF RIGHTS OF PROBATIONARY EMPLOYEES

During an employee's probationary period of employment, he shall be entitled to the rights and benefits established by this Agreement, provided however, that he shall not be afforded (a) the right to invoke the grievance or arbitration processes to review, challenge or appeal the imposition of any form of discipline or a suspension or dismissal from employment with the Town; or (b) the right to exercise any rights, privileges or procedures set forth in the Law Enforcement Officers' Bill of Rights, Title 42, Chapter 28.6 et. seq. of the General Laws of Rhode Island.

SECTION 4. CHANGEOVER TO PERMANENT STATUS

Upon successful completion of the probationary period, an officer shall be deemed a permanent officer.

SECTION 5. OPTIONAL UNION MEMBERSHIP/COMPLIANCE WITH *JANUS*

(a) All full-time officers of the Department shall have the right and option to voluntarily join the Union or refrain from so joining.

Under *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court— Decided June 27, 2018: “*Neither an agency fee nor any other payment to the Union may be deducted from a nonmember’s wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay.*” The Union may no longer charge any employee dues, a so-called “agency fee”, “service charge” or “service fees” without the employee’s affirmative consent. All employees in the bargaining unit on the effective date of this Agreement may either (1) become members of the Union and pay membership dues, (2) pay to the Union a service fee in an amount determined by the Union or (3) opt not to pay either membership dues or agency service fee. If the employee chooses this option, i.e. (3), he will neither be a member nor entitled to representation from the Union.

Each employee shall sign a form expressing his option and choice, by affirmative consent.

(b) **Failure to Pay Dues or Agency Service Fees.** The rights of any member who elects not to pay either union membership dues or agency service fee shall be governed by the provisions of R.I.G.L. §28-9.2-18, as amended.

(c) The Town shall forward, to the Treasurer of the Union, the monies so deducted by the fifteenth (15th) day of the month following the month of deduction.

(d) The Union agrees to indemnify the Town for any and all costs and damages, including its reasonable attorneys’ fees that the Town may incur as a result of legal challenge to the Town’s application of this Article.

ARTICLE II

SECTION 1. MANAGEMENT RIGHTS

(a) The Union agrees that the Town has complete authority for the policies and administration of the Department, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of police operations vested by law in the Town and not covered by this Agreement is in the province of the Town.

(b) The Town Council hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility conferred on and vested in it by the Town Charter, the laws and Constitution of the State of Rhode Island and/or the United States of America.

(c) The exercise of any such right, power, authority, duty or responsibility by the Town Council or the Town Manager, and the adoption of such rules, regulations, and/or policies as it may deem necessary, as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement. The Town shall engage in effects or impact bargaining upon request by the Union.

(d) The Town shall have the unlimited right to discharge any new employee during said employee's probationary period.

SECTION 2. DISCRIMINATION

(a) There shall be no discrimination by the Town or Union against an employee for reasons of sex, sexual orientation, race, color, creed, religion, gender identity or expression, political affiliation, national origin, age, disability, country of ancestral origin, Union membership or non-membership or any other basis of discrimination prohibited under state and federal law. All references to an employee covered by this Agreement as well as the use of the pronouns "he", "him", "his" and "they" are intended to include all genders. When the male gender is used, it shall be construed to include male, female and transgender officers.

(b) The Town and Local 306 affirm their joint opposition to any discriminatory practices in connection with employment, promotions, evaluations, assignments or training

opportunities, remembering that the public interest remains in the full utilization of employees' skills and abilities without regard to such prejudicial factors.

(c) The Town and Local 306 recognize that employees claiming to be aggrieved by violations of this Section have certain rights under state and federal law in addition to the right to the grievance and arbitration procedure provided in this Agreement. Both parties also recognize their mutual interest in having any such disputes resolved quickly and with finality, and further that the possibility of litigating the same dispute more than once would be detrimental to all concerned. Accordingly, the parties hereby agree that the contractual grievance and arbitration procedure shall not be available to an officer who has proceeded in any other forum concerning discrimination described in this Section. In the event that such a proceeding is commenced after the initiation of a grievance under this Agreement, the pending grievance and arbitration shall be withdrawn.

ARTICLE III

SECTION 1. SENIORITY

Definitions:

Department Seniority. Department Seniority is hereby defined as the length of time the officer has continuously served as a regular member of the Department. Department Seniority shall commence on the Recruit's date of hire, which is defined as the date on which a Recruit enters the Rhode Island Municipal Police Training Academy ("RIMPTA"), and seniority shall be computed according to continuous service from the date of hire by the Town. In the event that an officer has already attended the RIMPTA (lateral transfer) before being hired, his date of hire shall be from the date of their swearing in as a Coventry Police Officer. Additionally, all Recruits/officers shall begin to contribute into the Police Pension System starting from their date of hire.

Within thirty (30) days after the execution of this Agreement, the Town shall furnish the Union with a copy of the proposed seniority list. The Union will have thirty (30) days within which to make any corrections or changes to said list; otherwise, after the thirty (30)-day period, the list shall be accepted as correct. After the order of seniority has been established, a permanent and up-to-date list shall be posted and maintained on a bulletin board at the Department for the benefit of all employees. All future seniority questions shall be resolved in accordance with this list. The Town also agrees to furnish the Union with an up-to-date seniority list whenever new members are sworn into the Department, and a copy of the updated list will be posted on the bulletin board.

Rank Seniority. Rank Seniority is hereby defined as the length of time the officer has continuously served in a specific rank. Rank Seniority shall commence on the day the officer is sworn-in to that rank and shall be computed according to continuous service within that rank. Where one or more officers is sworn-in to the same rank on the same day, then Rank Seniority shall be based on which officer is sworn-in first.

(a) Officers shall have Rank Seniority with regard to transfers to shifts, platoons, beats or posts and vehicles. All jobs and bidding positions shall be according to Rank Seniority.

Openings for the matters above shall be posted for bids on the departmental bulletin boards for a period of seven (7) calendar days and sent to all officers by e-mail via the

department e-mail system. Notification of such posting shall be mailed or e-mailed to all off-duty officers who may be on extended absence for any reason or on vacation; provided, however, such officers have left their names, mailing addresses, and e-mail addresses with the Chief in order to be so notified. Personnel interested in the openings will submit by e-mail via the department e-mail system their application for said openings to the Chief or his designee.

(b) Department seniority shall apply to vacation leave and compensatory time leave. No officer shall be bumped out of any approved vacation request and/or compensatory time leave within thirty (30) days of the requested date(s), regardless of department seniority. A successful bidder on a shift or division shall not be moved or transferred unless the vacancy exceeds thirty (30) days. In the event that the Chief of Police intends to transfer an officer on a temporary basis to fill the vacancy, the Chief of Police shall give no less than ten (10) days advance notice to the officer prior to being transferred and shall be by inverse rank seniority.

(c) A senior officer whose bid has been accepted under subparagraph (a) and (b) hereof may reject the benefit at his discretion without the need of an explanation on his part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.

(d) All vacation replacement, overtime, and road job assignments will be handled by means of rotating lists. Vacation replacement, overtime and road job assignments will be offered to all personnel on a rotating basis regardless of their present job assignment

(e) The successful bidder for a shift will have up to thirty (30) days to decide if he wishes to return to their previous position. After thirty (30) days, the individual will go to whatever open position exists.

(f) For new officers appointed to the Department, seniority shall be determined by standing in the RIMPTA class if more than one person is appointed on the same day.

(g) If new employees hired on the same date, do not attend the same RIMPTA class, then the score of the police recruit written exam taken prior to hire shall be used to determine seniority.

(h) In the event that two or more lateral transfers are sworn in as members of the Department on the same day, the officer with the most years of service as a sworn law enforcement officer shall be sworn in first and be considered the more senior officer for the purposes of calculating Department Seniority.

SECTION 2. FORFEITURE

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

1. Failure to report for work on or before the second working day after recall;
2. Voluntary quit;
3. Discharge.

SECTION 3. SCHOOLS AND TRAININGS

(a) When a training, school or seminar (hereinafter “school”) is offered to officers, a notice of the school shall be posted for bids for seven (7) consecutive days on the Department bulletin board and emailed to all officers by e-mail via the department e-mail system. Notification of such schools shall be mailed or e-mailed to all off-duty officers who may be on extended absence for any reason or on vacation; provided, however, such officers have left their names, mailing addresses, and e-mail addresses with the Chief of Police or his designee in order to be so notified. Officers interested in attending said school shall submit by e-mail via the department e-mail system their application for said bid to the Chief of Police or his designee within the posted time limit.

(b) **Specialty Schools.** A school is defined as a “specialty school” when the content of the course has a specific relationship to a bureau or division within the Department. When such course is to be offered, it shall be posted for bid within certain bureaus or divisions as determined by the Chief of Police or his designee, and any necessary prerequisites as determined by the course sponsor and as stated in its written literature, shall be listed in the posting. Bids may be submitted by only the officer of said bureau or division. If the bid for the specialty school is to be open to all officers, then the officer with the most department seniority who meets the course sponsor’s prerequisite(s) shall be awarded the bid. If the bid for the specialty school is limited to a particular rank, then the officer with the most rank seniority who meets the course sponsor’s prerequisite(s) shall be awarded the bid. In the event there are no bidders, the course would then be bid under subparagraph (c) hereof.

An officer may be awarded a bid for a specialty school only once in any nine (9) month period unless said officer is the only one who bids for a subsequent specialty school or is

transferred into a bureau/division which requires attendance at a specialty school. In addition, an officer who has attended a specialty school in a given area of police work may be granted preference in bidding for a specialty school without regard to the so-called “nine-month rule” when the course that is offered is a continuation of the previous school.

When an officer is awarded and successfully completes a specialty school relating either to the K-9 Unit or the SWAT Team, the officer shall be required to fulfill assignments related to those units for a period of up to three (3) years following the completion of the school, or as agreed otherwise by the Chief of Police and the Union. An officer who accepts an unrelated assignment outside of these two units before the end of the three-year period may be required to reimburse the Town for the cost of the specialty school including any travel costs, lodging expenses and other expenses associated with the school. Promotions or transfers to other specialized units shall excuse the officer from any reimbursement requirement if the promotion or transfer occurs during the commitment period. An officer shall also be excused from any reimbursement requirement if he becomes medically unable to perform the duties required in either of the two units.

(c) **Non-Specialty Schools.** A school is defined as a “non-specialty school” when the content of the course is non-specific, general or introductory in nature. When such course is to be offered, any necessary prerequisites as determined by the course sponsor and as stated in its written literature, shall be listed in the posting. All officers may bid, therefore. If the bid for the non-specialty school is to be open to all officers, then the officer with the greatest department seniority who meets the course sponsor’s prerequisite(s) shall be awarded the bid. If the bid for the non-specialty school is limited to a particular rank, then the officer with the most rank seniority who meets the course sponsor’s prerequisite(s) shall be awarded the bid.

An officer may be awarded a bid for a non-specialty school only once in any nine (9) month period.

(d) **FBI Academy.** Appointments to the FBI Academy shall be made by the Chief of Police.

(e) **Notification to Union.** The Chief of Police or his designee shall place on the Departmental bulletin board and email all officers by e-mail via the department e-mail system, notifying all officers of the person to whom the bid is awarded for said school.

(f) **Schools at Officer's Expense.** Notwithstanding the provisions of subparagraphs (b) and (c) above, officers may be allowed to attend, at their own expense, (utilizing their own time consistent with the terms of this Agreement) any school. However, if at a later date the same school is put out to bid and the officer who attended the school at their own expense would now have the necessary seniority to be awarded the bid, then said officer shall be reimbursed for the tuition paid when the officer first attended the school.

(g) If a school is less than five (5) days and is scheduled on an officer's regular workday(s), the attendee shall be assigned to the school in lieu of his regular work assignment. If a school is less than five (5) days and is scheduled on an officer's day(s) off and the attendee travels to or from the school on the day(s) off, the attendee shall receive overtime or compensatory time for the travel time.

If a school is for five (5) days or more, then the officer will be assigned to an administrative schedule (i.e., Monday-Friday) for that period of time.

(h) Post-classroom activity, such as overnight stays, shall not be considered as hours worked, or part of the regular day.

(i) **School Travel Expenses.** When a member attends a school, he shall be compensated at the current I.R.S. rate, for the use of his personal vehicle if used, with measurement of mileage to be computed from the Department Headquarters to the school site, and, further, that such school attendee shall be reimbursed for meal costs per day not exceeding \$25 (Twenty-Five Dollars) per day upon presentation to the Chief of Police of a paid receipt for any meal purchased.

(j) When school attendance requires an overnight stay, reasonably necessary costs for accommodations and meals shall be paid in full by the Town upon receipt of satisfactory documentation. Upon returning from the school, the officer shall present the Town with receipts for any other reasonable non-meal expenses for which the Town shall reimburse the officer in full including but not limited to tolls, taxes, and fees.

(k) If air travel is required, a travel plan must be submitted to the Town for approval and the Town shall pay the reasonably necessary cost(s) of airfare and related ground transportation upon receipt of satisfactory documentation.

(l) In lieu of mileage reimbursement, the Town may provide a Town vehicle.

(m) The reimbursement check for those expenses in (i)-(k) will be a separate check and not be combined with the officer's payroll check. Said reimbursement shall be made within thirty (30) days after the officer presents the Town with the receipts.

ARTICLE IV

SECTION 1. VACANCIES/LATERAL HIRES

(a) Once the Town has determined a permanent vacancy exists, it will move expeditiously to fill the vacancy by naming a qualified candidate.

(b) At no time will a new recruit be allowed to patrol alone in a police vehicle until he has successfully completed the RIMPTA or has been certified by the state and is sworn in as a permanent police officer.

(c) If a newly hired officer or an officer currently on the job had been previously certified as a police officer, and served in another police department (i.e., a so-called lateral hire), he will be paid at the equivalent rate of pay for a Patrolman I – IV, dependent upon his years of service in that other police department. It is expressly understood and agreed that a lateral hire's years of service in another police department shall not apply or be credited for purposes of determining any other benefit in this Agreement based on time served or employed, including for example, the longevity supplement, cash bonus, seniority, pension, etc.; provided however, a lateral hire with less than five (5) years of continuous service in another police department shall have their vacation calculated based on Department Seniority and those with five (5) or more years of continuous service in another police department, shall accrue vacation at the same rate as an officer who completed five (5) years of service in the Department (i.e., 17 days or 136 hours), and may progress to receive additional vacation days for additional years of completed service in accordance with Article VII.

(d) Any newly hired officer or an officer currently on the job who had been previously certified as a police officer, and served in another police department (i.e., a so-called lateral hire), shall serve the same one (1) year active-duty probationary period imposed on all new employees as referenced in Article I Section 2 (d) and Section 3.

SECTION 2. TEMPORARY SERVICE OUT OF RANK

(a) Members of the Department up to, and including the rank of Captain, who are ordered to assume the responsibilities of the next higher rank, shall be compensated for this service at a rate not to exceed that rate of pay for the second highest rank.

(b) At any time when a supervisor's absence is expected to be less than thirty (30) days in the Patrol Division, the following procedure shall take place to fill that position.

(i) **When the Shift is Above Minimum Manning Levels**

When the shift is above minimum manning levels as set forth in Article VI, Section 2, the patrolmen with the most department seniority working that particular shift, but not necessarily assigned to the shift where the absence exists, shall fill the out-of-rank position provided he has a minimum of forty-eight (48) months of service. If there is no such patrolmen, then the procedure set forth in (ii) below will be utilized to fill the position.

(ii) **When the Shift is Below Minimum Manning Levels**

When the shift is below minimum manning levels as set forth in Article VI, Section 2 or there is no patrolmen qualified to fill the position under (i) above, the supervisor's position shall:

- A. First be offered to other supervisors using the Supervisor Rotating Overtime List, and that supervisor shall be paid his overtime rate of pay.
- B. If all supervisors refuse the overtime, then the position shall be offered to patrolmen who have at least forty-eight (48) months of service, using the Patrol Rotating Overtime List, and that patrolmen shall be paid the overtime rate of pay based on the rank being filled in accordance with Subsection (a).
- C. If all supervisors and eligible patrolmen have refused the overtime, and if a patrolmen having the minimum of forty-eight (48) months of service is working the shift in which there is an absence, then the patrolman with the most department seniority working, having the minimum of forty-eight (48) months, shall assume the out of rank position, and he shall receive out of rank compensation in accordance with Subsection (a). A patrolmen shall then be ordered back in inverse order of department seniority to fill that patrol

officer's position and that patrolman shall be paid his overtime rate of pay.

- D. If there are no patrolmen qualified by having the minimum of forty-eight (48) months of service working the shift in which there is an absence to fill the supervisor's position, then a supervisor shall be ordered back using the following order:
1. A sergeant, in inverse order of rank seniority, shall be called back to fill the position.
 2. In the event that there are no sergeants to fill the position, then the lieutenants, in inverse order of rank seniority, shall be called back to fill the position.
 3. In the event that there are no sergeants or lieutenants to fill the position, then the captains, in inverse order of rank seniority, shall be called back to fill the position.

The parties agree that there must be at least one patrol supervisor working during each patrol shift as set forth in Article VI, Section 2. If both patrol supervisors are absent then a supervisor shall be ordered in under (ii)(D) above.

(c) If the absence lasts for thirty (30) days or more, a selection will be made by the Chief of Police from the top three (3) names on the promotional list, but if no list is available, then it will be at the discretion of the Chief of Police.

(d) The officer assuming these duties will be compensated at the same rate as the officer for whom they are filling in, provided such service is for a period of one (1) full working day. Such rate shall apply for all time spent at the rank for which he is filling. If an officer serves a full shift out of rank as a patrol sergeant, he will be entitled to out of rank pay for that shift.

(e) When a temporary vacancy, which is expected to last thirty (30) days or more, occurs and is filled in supervisory positions and the vacancy then becomes permanent, the officer assigned from the promotional list to the "acting" status will be promoted to that position on a permanent basis.

(f) If, however, the supervisory vacancy does not become permanent, the officer assigned to the temporary service out of rank on “acting” status, and all other officers involved in any resulting transfers, will return to his former assigned positions.

(g) In the event that the Chief determines that there is a need to cover for the absence of a superior officer who is on leave, he may do so in the manner he feels best meets the needs of the Department, including by assigning of a higher ranking officer, a lower ranking officer, an officer at the same rank or by the temporary appointment of a lower ranking officer to a higher rank for which that employee is qualified by seniority and experience, if not by an existing promotional list. In making his selection, the Chief shall take into consideration the public interest above all and the officer’s convenience, the Department’s convenience, as well as the relative seniority and qualifications of available personnel.

(h) In order for an officer to be eligible to transfer out of patrol, said officer shall have been a full-time member of the Department for at least four (4) years; the probationary period shall count toward those four (4) years.

(i) The Town and the Union agree that when two (2) or more Temporary Service Out of Rank positions occur and one position is eliminated the member who was highest on the list and chosen by the Chief in accordance with Article IV, Section 3 will be offered the remaining Temporary Service Out of Rank positions. The Chief of Police or his designee retains the right to return the employee with just cause to his position at any time during the “Temporary Service Out of Rank” period.

(j) The Town and the Union agree that when a temporary acting position is in place and a new Promotional list is certified that the Acting Temporary Position will be filled by the new list in accordance with Article IV, Section 2(c). The individuals who may be in a Temporary Service Out of Rank position will return to his former assigned positions.

SECTION 3. PROMOTIONS

(a) For promotions to the ranks of Sergeant, Lieutenant, and Captain, the Town and Union agree to comply with the promotional testing procedures set forth hereunder.

Promotions shall be based on:

1. Chief’s Points

2. Written Examination
3. Seniority
4. Education

(b) In order for an officer to be eligible for a promotion to the next higher rank, said officer shall have been a full-time member of the Department for at least four (4) years; the probationary period shall count toward those four (4) years.

In order for a supervisor to be promoted to the next higher rank, said officer shall have been in his present rank for a period of at least twelve (12) months. If there are no eligible supervisors that have been in their present rank for a period of at least twelve (12) months then the vacancy shall be filled by the Chief selecting from the top three (3) names on the promotional list.

(c) No temporary acting promotions for a permanent vacancy will be made if there is an existing promotional list. In the absence of a promotional list, a temporary acting promotion can be made for a permanent vacancy, not to exceed ninety (90) days, and will not be renewable during the contract period. These temporary acting promotions will be at the discretion of the Chief of Police.

(d) **Chief's Points.** Up to five (5) points to be based on the Chief's recommendations at his discretion. These points shall be submitted to the Town Manager, with a copy to the Union President in sealed envelopes prior to the written examination. These points shall be kept confidential until the examination process is completed.

(e) **Written Examinations.** The Town Manager shall appoint a recognized testing agency to conduct all promotional examinations for the Department. The person thus appointed shall be the examiner and shall be responsible for the grading and supervision of the written examination. The Union shall appoint up to two (2) union members, who are not taking the test, to witness the test. A copy of the grades shall be delivered from the testing agency to the Town which, in turn, shall forward those grades to the Union President who will make the scores available to the Union body. This process will take place upon completion of the test.

1. Written examinations will be prepared by a recognized testing agency and all test materials shall be forwarded to the Town in a sealed package, which will be unsealed in

the examination room prior to the administration of the examination. Personnel taking the examination will have an opportunity to inspect the seal prior to taking the exam.

The written examination, once graded and received by the Town, shall be made available for inspection for one (1) week thereafter by any officers who took the examination for purposes of reviewing the test.

2. The written examination will have a total possible point score of one-hundred (100) and all individuals obtaining a point score of sixty (60) or greater will be certified to the Chief of Police and the Town Manager as being eligible for promotion. The written examination shall be multiple choice and derived from the following sources: (a) Title 3, Title 11, Title 12, and Title 31 of the Rhode Island General Laws, (b) Chapter 89 Alcoholic Beverages, Chapter 118 Drugs and Intoxicants, Chapter 124 Firearms, Chapter 127 Fire Prevention, Chapter 169 Noise, Chapter 175 Park and Recreation Areas, Chapter 180 Peace and Good Order, Chapter 183, Peddling and Soliciting, Chapter 209 Streets and Sidewalks, Chapter 222 Tobacco Dealers, Chapter 231 Vehicles and Traffic, Chapter 234 Vehicles Junked and Abandoned of the Code of Ordinances of the Town of Coventry; (c) Department Policies (d) Constitutional Law with respect to searches and seizures and probable cause. The identification of these sources shall be posted no less than sixty (60) days prior to the examination.

3. Points for the written examination shall be apportioned so that out of a total possible score, no more than sixty-five (65) points shall be attained.

(f) **Seniority Points.** One (1) point will be awarded for each full year of service completed as of the date the test is given up to a maximum of twenty (20) points. These points will be added to the written test score to determine the final grade and rank on the promotional list.

(g) **Advanced Education Points.** An additional ten (10) points can be earned for advanced education achieved as of the date of the examination:

- | | | |
|----|--------------------------------|-----------|
| 1. | Master's Degree, J.D. or Ph.D. | 10 points |
| 2. | Bachelor's Degree | 8 points |
| 3. | Associate's Degree | 4 points |
| 4. | Thirty (30) credits and over | 2 points |

(h) **Chief's Selection.** Upon certification of the promotional list to the Chief of Police, the Chief shall select from the top three (3) names on the promotional list, the person to be promoted. The name of the officer promoted will then be removed from the list. Any subsequent promotions shall be selected from the top three (3) names remaining on the list, with each officer allowed the option of refusing or waiving his promotion. If an officer chooses to waive a promotion, he shall still retain his position on the list for the remainder of the life of the promotional list, provided however, that if an officer chooses to waive promotion, the fourth position on the list shall be eligible for selection by the Chief. The parties intend that the Chief shall have at least three (3) names from which to select in all cases in which at least three employees have passed the promotional exam. Any officer promoted shall have the ability to return to his previous position in accordance with Article I, Section 2 (e).

(i) The list shall take effect at the expiration of the previous list and shall remain in effect for two (2) years. All promotional exams will be given within sixty (60) days prior to the expiration of the promotional list.

(j) In the event two (2) or more employees are tied for promotion as a result of the promotional process, department seniority shall be used to break the tie.

(k) Whenever a vacancy occurs, such promotion shall be made within sixty (60) calendar days of the occurrence; provided, however, that a valid promotional list of eligible candidates exists at the time.

SECTION 4. INTERNAL LATERAL TRANSFERS

(a) For any lateral transfers (i.e., non tested positions) including but not limited to the Detective Division, SRO, Training Division Juvenile Detective, and K-9 Unit the position shall be filled by the Chief at his discretion.

(b) A lateral transfer shall be posted within thirty (30) days of the Town's determination to fill a vacancy. The Town and Union agree that the thirty (30) day period shall commence the day following the incumbent vacates the position.

(c) Officers shall submit their name for the vacancy to the Chief of Police or his designee via Department email. A Departmental email (internal and external) as well as an Interdepartmental Communication ("IDC") will be sent to the officer advising that they had received the officers bid for the position.

(d) When the position is filled, all applicants will be notified, and it will be posted and emailed to every member of Local 306 by the Chief of Police or his designee.

SECTION 5. LAYOFFS

In the event that the Town determines that it will have a layoff, employees shall be laid off in reverse order of departmental seniority. Affected employees will remain on a preferential reemployment list for a period of three (3) years from the date of layoff and shall retain their seniority for this period. In the event of recall, employees will be recalled in inverse order of layoff.

ARTICLE V

SECTION 1. DUTIES

The duties of the members of the Department shall include but not be limited to: the prevention of crime, the maintenance of the peace, the enforcement of state laws, Town Ordinances, the Department Rules and Regulations and such other duties as may be assigned by the Chief from time to time.

Nothing herein shall be deemed to abrogate the power of the Town Council to vary the organizational structure of the Department.

SECTION 2. DETAILS TO OTHER DEPARTMENTS PROHIBITED

The Town agrees that members of the Department whose duties are defined in Article V, Section 1, shall not be detailed to other departments of the Town. The details from one unit to another within the Department shall be the responsibility of the Chief of Police, subject to the seniority provision herein contained.

ARTICLE VI

SECTION 1. HOURS

(a) **Workweek Defined.** A 4&2 workweek shall consist of a six (6)-day cycle consisting of four (4) consecutive workdays of eight (8) hours per day followed by two (2) consecutive days off for an average of 37.3 hours per workweek.

A 5&2 workweek shall consist of a seven (7)-day cycle Sunday through Saturday consisting of five (5) consecutive workdays of eight (8) hours per day Monday through Friday with Saturdays and Sundays off for an average of 40 hours per workweek.

(b) Except for employees who are on a five and two (5&2) regular work week, the regular workweek for the members of the Department shall be based on the four and two (4&2) schedule.

(c) It is expressly understood by the parties hereto that hours worked on special non-Town details shall not be counted in determining the number of hours worked. Except for employees who are on a five and two (5&2) regular work week, every member of the Department shall work the same number of hours, except in case of emergency, and further, he shall be required to wear the prescribed uniform, under ordinary circumstances, while on duty, with exception of the Detective Division, Administrative Services Division, and personnel on special assignment. Further, it is understood by the parties hereto there shall be no rotating shifts.

(d) Individuals who are required to work a five and two (5 & 2) schedule because of job classification or duty assignment, shall not be required to work the thirteen (13) holidays and four (4) half day holidays provided in Article VII and shall receive compensation for the holidays. If the individuals do not have weekends off, then they will also receive seven (7) extra days of vacation time.

(e) The sole and exclusive remedy for any misassignment of overtime work or details shall be that the officer denied the opportunity will be offered the next similar opportunity that arises.

SECTION 2. MINIMUM MANPOWER

Three (3) patrol shifts will operate during the following hours:

Minimum Manpower

A Division—0000 hrs. to 0800 hrs. (Supervisors 2330-0730)

A Division

1. Four (4) patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor

B Division—0800 hrs. to 1600 hrs. (Supervisors 0730-1530)

B Division

1. Five (5) patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor

C Division—1600 hrs. to 0000 hrs. (Supervisors 1530-2330)

C Division

1. Five (5) patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor

SECTION 3. DISPATCH VACANCIES

When a civilian dispatcher is absent and all dispatchers decline said overtime, the dispatch overtime will be offered to sworn officers via the “Patrol Dispatch Overtime List” regardless of patrol manpower. If no member accepts the dispatch overtime, a civilian dispatcher will be ordered in to work.

SECTION 4. COMPENSATORY TIME

(a) Officers may elect to receive compensatory time off in lieu of overtime pay. Compensatory time shall accrue at the rate of one and one-half (1.5) hours for each hour of overtime worked.

(b) Upon the approval of the Chief of Police or his designee, an employee may be given compensatory time off.

(c) Members of the Patrol Division may make said request at any time, but subject to the provisions of Section 4(g) of this Article and Article III, Section 1(b) (i.e., the so-called bumping provision).

(d) Employees cannot accrue more than four-hundred eighty (480) hours of compensatory time.

(e) Compensatory time shall not be included in the calculation of pension benefits.

(f) The Town also reserves the right to monetize the value of an employee's compensatory time and pay it.

(g) Requests to discharge compensatory time shall be granted to one officer per shift by department seniority within the Patrol Division whenever requested provided, however, the officer has given at least eight (8) hours' notice for his request to discharge compensatory time. The officer discharging his compensatory time shall not be counted towards the number of patrol officers or supervisors allowed to take vacation leave (see Article VII, Section 1(d)).

(h) Except for those officers "on call", no officer shall be ordered to take compensatory time in lieu of overtime pay for any reason.

(i) Any member on an authorized compensatory leave day shall not be subject to an order back unless a state of emergency has been declared, or any public safety circumstances as determined in the sole discretion of the Chief of Police or his designee. For the purposes of this Section, a compensatory leave day shall be defined as the twenty-four (24) hour period commencing eight (8) hours prior to and ending eight (8) hours after the officers' regularly scheduled shift.

(j) Upon separation from service, all unused compensatory time (up to a maximum of two hundred forty (240) hours) shall be paid to the officer or the officer's estate, and shall be based upon the officer's rate of pay at the time of his separation from service which shall include an officer's salary, longevity, shift differential and administrative supplement. All payments shall be made within thirty (30) days of the officer's separation from service, or at such time as a duly appointed personal representative of the officer's estate is appointed.

SECTION 5. SUBSTITUTIONS/PERSONAL SWITCH

(a) The right to substitute at any time shall be permitted, provided that the substitution is by a regular officer only, and that permission has been obtained from the Chief of Police or Officer in Charge of the shift or division affected by the substitution. All substitutions shall be reported to the Chief of Police by the Officer in Charge.

(b) Substitutions are defined as temporary duty exchanges between officers with similar duties or assignments that are approved by an officer superior to the officers involved in the substitution and that shall not result, neither directly nor indirectly, in overtime pay or any other additional cost to the Town. Such substitutions shall last no longer than two (2) days except with prior written approval from the Chief.

(c) Any member on an authorized substitution day off shall not be subject to an order back unless a state of emergency has been declared, or any public safety circumstances as determined in the sole discretion of the Chief of Police or his designee. For the purposes of this Section, a substitution day off shall be defined as the twenty-four (24) hour period commencing eight (8) hours prior to and ending eight (8) hours after the officers' regularly scheduled shift. However, officers on a substitution day off lasting greater than two (2) days or officers on a modified substitution schedule (i.e., 3 days on-3 days off) are subject to an order back without regard to the twenty-four (24) hour period referenced in the previous sentence.

(d) Notwithstanding the provisions of Section 5(c) of this Article, officers who are on a substitution day off on a paid holiday as set forth in Article VII, Section 3 shall be subject to an order back if one should occur on a paid holiday.

SECTION 6. OVERTIME

(a) **Definition.** Whenever used in this Agreement, the terms "overtime", "overtime rate of pay", or "rate of time and one-half" shall mean one and a half (1.5) times the officer's regular hourly rate of pay which shall include an officer's salary (Article XI, Section 1(a)), longevity (Article XI, Section 2), shift differential (Article XI, Section 3) and administrative supplement (Article XI, Section 1(c)).

(b) All hours worked in excess of the regular eight (8) hours on any one shift or any hours worked in excess of the hours normally scheduled in any one (1) workweek as defined in Article VI, Section 1 shall be compensated for at the officer's overtime rate of pay.

(c) Shift Commanders and all ranks above will request the signature of the Chief of Police or, in his absence, his designee, on all overtime slips.

(d) All employees will be compensated for hours worked in excess of their normal tour of duty at the rate of time and one half. For the first overtime hour, any time worked over fifteen (15) minutes and up to one (1) hour will be compensated for as one (1) full overtime hour. For any overtime hour thereafter, any time worked over one-half hour will be compensated for as a full overtime hour.

(e) If an officer is not required to provide services the officer will be released immediately upon completion of the original assignment.

(f) Officers who work a five and two (5&2) schedule workweek as defined in this Agreement shall be able to utilize vacation, compensatory time and administrative leave as defined in this Agreement to work overtime.

(g) Sick leave time shall not be credited as time worked for the purpose of determining overtime pay if the sick leave is taken within forty-eight (48) hours after the overtime (including but not limited to fill ins, early call in, overtime at the end of shift, etc.) and any such "overtime" work therefore shall be paid at "straight-time rates".

SECTION 7. CALL BACK PAY

(a) After having left work, all employees, with the exception of the Police Chief and Major, who are called back to duty, whether or not pre-arranged, shall be compensated for at least four (4) hours at the rate of time and one-half; provided however, that an employee called back less than four (4) hours prior to his scheduled tour of duty shall be paid only for those hours remaining until his scheduled tour of duty commences.

(b) If an officer is not required to provide services for four (4) hours, the officer will be released immediately upon completion of the original assignment and will be paid for four (4) hours.

SECTION 8. COURT ATTENDANCE

Court attendance on an employee's time off shall be at the rate of time and one-half of his regular rate of pay, with a four (4) hour minimum.

SECTION 9. RECERTIFICATION HOURS

Whenever any off-duty employee is required to attend any police related activity, including but not limited to, firearms recertification, baton, AED recertification or breathalyzer recertification, he shall be compensated at the rate of time and one half the regular rate of pay with a minimum of four (4) hours.

SECTION 10. PARADE AND OTHER DETAILS

No employee covered by this Agreement shall be compelled to parade and attend other civic functions but may parade and attend civic functions on a voluntary basis without pay. This provision shall not be construed to prevent the Town from ordering officers to provide law enforcement duties associated with a parade or other civic function, including without limitation, crowd control, street closures and other public safety duties and responsibilities.

SECTION 11. SPECIAL DETAILS

(a) Special details shall include but not be limited to school details, road construction details, details worked for the Board of Canvassers, Municipal Court details, Town Council details, traffic enforcement details, details where liquor is being served, or any detail for a Federal, State, or Town agency, private company, organization, or enterprise.

(b) When an employee covered by this Agreement is assigned to a special non-Town detail, the employee shall be paid, effective on signing of this Agreement, the detail rate of Patrolman I overtime rate (to include 11% longevity) per hour for the first eight (8) hours and time and a half the Patrolman I overtime rate (to include 11% longevity) per hour thereafter, with the minimum detail being four (4) hours.

(c) For all Town paid details, to include the school department, excluding road construction and traffic enforcement, an officer shall be paid \$40 per hour.

(d) All traffic details, as distinguished from security details, worked on a Saturday or Sunday shall be paid at the rate of time and one-half the hourly rate of pay. The term "traffic" means road construction and other details performed on public roads or in private parking lots for the duration of the detail.

(e) All details on full-day holidays and half-day holidays listed in Article VII, Section 3 shall be paid at the rate of double time in accordance with the table above.

(f) Officers working “road construction details” shall wear a baseball hat bearing the Coventry Police Department patch, black BDU pants, and a Coventry Police Polo shirt.

(g) Payment for any Special Detail shall be paid through the Town payroll at the pay period following the one in which the work was submitted to payroll.

(h) Seniority for all details for the Department will be determined by the total number of years served as a sworn regular member of said Department regardless of rank within the Department. Opportunities to work details will be offered to all officers on a rotating basis.

(i) All details shall be assigned through the Department and all regular permanent police officers will have first choice on the details. The Town retains the right to establish the fees to be charged to outside agencies for such outside details.

(j) In the case of a cancellation of any detail, the cancellation must be received twenty-four (24) hours prior to the assignment date. If the cancellation is not prior to the twenty-four (24) hours officers shall be compensated four (4) hours.

(k) Traffic Control officers shall only be eligible to work “road construction details.”

(l) Traffic control officers can be bumped by full time permanent officers.

(m) Officers who work a five and two (5&2) schedule workweek as defined in this Agreement shall be able to utilize vacation, compensatory time and administrative leave as defined in this Agreement to work details.

(n) Employees who are injured in the course of performing the duties of special details (Town or non-Town) shall be compensated to the extent required by Section 45-19-1 of the General Laws of Rhode Island, as amended from time to time.

SECTION 12. SPECIAL VACATION DETAILS (VACATION REPLACEMENTS)

(a) When an officer assigned to the patrol division takes a vacation, the replacement, will be offered to an officer on special vacation detail basis; the replacement will be offered first to officers eligible to work at the replacing officer’s regular hourly rate. If the replacement cannot be made at the Officer’s normal hourly rate, under the twenty-eight (28) day cycle as prescribed under the FLSA standards, the replacement will be offered to the remaining officers on the Vacation Replacement (Vac. Rep.) list.

(b) If a vacation replacement cannot be filled from the vacation replacement list and a minimum manning issue arises, the shift will be offered out as overtime through the applicable

overtime list (Supervisor or Patrol Officer). If the shift cannot be filled by the applicable overtime list, a patrol position will be filled by the patrol officer with the least amount of department seniority; and a supervisor's position will be filled in accordance with Article IV, Section 2 (b).

SECTION 13. SPECIAL DETAIL AND SPECIAL VACATION DETAIL ASSIGNMENTS

(a) All permanent members of the Department will have first choice on all Special Detail assignments.

(b) Assignments within the Special Detail shall be afforded by rank first then seniority. To clarify: the highest ranking officer assigned to the detail will have his choice of assignment. Personnel of equal rank will be assigned by seniority, senior person having first choice, etc.

(c) Within twenty-four (24) hours of the beginning of the detail it will be the responsibility of personnel who have signed up for said detail to handle themselves or arrange for handling by another officer, if circumstances result in his inability to appear.

SECTION 14. ON CALL COMPENSATION

(a) Detectives, accident reconstructions and BCI officers shall be compensated four (4) hours compensatory time for the week that they are on call.

(b) It is understood that if an officer is on call for two (2) positions as defined in this Section, he shall only be compensated four (4) hours for that week.

ARTICLE VII

SECTION 1. VACATIONS

All employees who, on January 1st of each calendar year have less than five (5) years' service in the Department, shall be entitled to a vacation of twelve (12) working days during said calendar year.

(a) All employees, who on January 1st have more than five (5) years of service in the Department, shall be entitled to five (5) additional vacation days, and receive one (1) additional day for each year of service thereafter, to a maximum of twenty-seven (27) working days' vacation during the calendar year, in accordance with the following schedule:

Years of Completed Service	Days	Hours
1-5	12	96
5	17	136
6	18	144
7	19	152
8	20	160
9	21	168
10	22	176
11	23	184
12	24	192
13	25	200
14	26	208
15	27	216

(b) Employees, in any one year, will be permitted to carry forward to the next calendar year a maximum of ten (10) accrued vacation days. The total number of days that may be accumulated in this manner shall not exceed ten (10) days. Vacation time shall not accrue in any respect beyond the aforementioned maximum accrual levels, and employees will not be entitled to any compensation in lieu of unused vacation beyond said maximum accruals.

(c) Employees terminating for other than retirement shall be paid vacation leave on an accrual basis. The accrual factor shall be the normal vacation leave divided by twelve (12) months multiplied by the number of completed months in the calendar year.

(d) Up to three (3) patrol officers, or two (2) patrol officers and one (1) supervisor, will be granted vacation requests on a shift at any one time, provided that this does not leave a shift without a supervisor.

(e) Any member on vacation leave shall not be subject to any order backs unless a state of emergency has been declared, or any public safety circumstances as determined in the sole discretion of the Chief of Police or his designee. For the purposes of this Section, vacation leave shall be defined as the twenty-four (24) hour period before the commencement of the scheduled vacation leave and ending twenty-four (24) hours after the officer's vacation leave.

SECTION 2. VOLUNTARY DONATION OF ACCUMULATED SICK LEAVE AND VACATION TIME

(a) A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave time, paid family sick leave, or vacation time to another member within the Department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay; provided however, in no event shall the rate of pay received by the receiving member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is of higher rank within the Department than the donating member).

(b) In order to be eligible to receive a donation of accumulated sick leave time, paid family sick leave, or vacation time, the member receiving the donation must be: (a) suffering from a non-IOD related illness or injury (including but not limited to maternity leave); (b) absent from work for attendance upon ill or injured members of the family within the household of the member (except in the case of a legal spouse, child, or parent who does not reside within the member's household) whose illness requires the care of such member for a period of time in excess of the number of the member's available annual sick leave days; or (c) absent from work due to the death of a listed relative for a period of time in excess of the time set forth in said Subsection. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must first have exhausted all of his sick leave time, vacation time, personal days, and compensatory time.

(c) A member seeking donated sick leave days, paid family sick leave, or vacation days shall submit his request to the Chief of Police or his designee, who shall distribute the request to the members of the bargaining unit. In order for a member of the bargaining unit to be eligible to respond to the request and to voluntarily donate his accumulated sick leave time, paid family sick leave, or vacation time, the member must sign the requisite form as utilized by the

Department. Furthermore, any member who voluntarily elects to donate his accumulated sick leave time, paid family sick leave, or vacation time shall lose all rights and interest in said days.

SECTION 3. PAID HOLIDAYS

(a) The following holidays shall be paid holidays for all members of the Department. Holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary whether he works the holiday or not.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Police Memorial Day (May 15th)
- Memorial Day
- Independence Day
- Victory Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

(b) The following days will be paid at the rate of one-tenth (1/10) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary, whether he works the holiday or not.

- Good Friday
- Day before Thanksgiving
- Day before Christmas
- Day before New Year's Day

(c) Whenever a holiday is observed on a Saturday or a Sunday, all officers working a five and two (5&2) work schedule shall have the Friday off proceeding the holiday, if the holiday is observed on a Saturday. If the holiday is observed on a Sunday, then all officers working a five and two (5&2) work schedule shall have the following Monday off.

ARTICLE VIII

SECTION 1. UNIFORMS

(a) The Town shall supply to each member of the Department hired, new uniforms and new equipment to include the following:

1. One (1) winter Gortex jacket with patches
2. One (1) spring jacket with patches
3. One (1) complete "Class A" uniform
4. Four (4) trousers
5. Two (2) outer vest carriers
6. One (1) pair shoes/boots
7. One (1) duty belt and related equipment
8. Two (2) ties
9. One (1) uniform hat
10. One (1) raincoat
11. One (1) uniform hat cover
12. Four (4) shirts-Two (2) long sleeve, Two (2) short sleeve with patches
13. Weapon
14. Three (3) Weapon Magazines
15. Weapon Magazine Holster
16. OC/pepper spray Holster
17. OC/pepper spray
18. Two (2) Handcuffs
19. One (1) Baton
20. One (1) portable radio with charger
21. One (1) portable radio holster
22. One (1) Lapel Mic.
23. Two (2) Cruiser Keys
24. One (1) Handcuff Key
25. One (1) hat badge, one (1) shirt badge and one (1) coat badge
26. Two (2) Handcuff cases
27. One (1) Taser Holster (If certified)
28. One (1) traffic vest
29. One (1) rechargeable flashlight with charger (Mag TM, Stream Light TM)
30. Off duty weapon holster
31. The Town will maintain an adequate supply of riot helmets
32. One (1) detail baseball hat
33. One (1) black pair of BDU detail pants
34. One (1) polo Coventry Police detail shirt
35. One (1) Bullet Resistant Vest

(b) **Bullet Resistant Vest.** At the conclusion of the (warranty) life of a bullet resistance vest the Town shall replace such vests through a competitive bid process. Replacement vests shall meet or exceed the standards of the National Institute of Justice NIJ-STD- 0101.03 “Ballistic Resistance of Police Body Armor,” Threat Level II. Officers are responsible for vest replacement due to neglect, improper care or maintenance, or weight loss or gain (sizing).

(c) All alterations and replacements due to promotions, and replacement of clothing damaged in the line of duty are to be paid for by the Town.

(d) The wearing of summer short sleeve shirts shall be between April 1 and October 31.

(e) Uniforms will remain the same as they are presently. In the event of any change, the Town agrees to pay for the cost of any such change and shall pay for two (2) complete sets of both summer and winter uniforms.

SECTION 2. CLOTHING ALLOWANCE

(a) The Town agrees to furnish all new employees, under this contract on active duty, with all his special uniforms and equipment.

(b) The Town further agrees to furnish all employees on active duty with a clothing allowance of \$1,700 in each fiscal year covered by this Agreement for the replacement and upkeep of their uniforms. Said amount shall be paid in two (installments), half in the first pay period of July and the other half in the first pay period of January of the fiscal year. The clothing allowance checks will be separate checks and not be combined with the officer’s payroll checks.

(c) The Town will provide any future required equipment that the officers do not already have or that is not presently required and will replace broken or worn out equipment as necessary.

(d) Clothing allowances shall be paid on a prorated basis to employees absent due to a long-term illness or injury (non-work related) of thirty (30) days duration or greater, an approved leave of absence or military leave based on employee’s workdays during the preceding fiscal year. Discharge of vacation leave shall not count for the purpose of resetting an absence of thirty (30) days or more.

SECTION 3. VEHICLE SAFETY

(a) The Town agrees to maintain all emergency police vehicles in a safe operating condition. Members of the Department shall not be compelled to operate any unsafe vehicle but shall report any visible defects to the officer in charge of the shift.

(b) The Division Commander or Officer in Charge (OIC) shall make all determinations with respect to safety of any assigned police motor vehicle during the shift.

(c) It is expressly understood by both parties hereto that the washing, cleaning, or any type of maintenance of police vehicles and the headquarters building, are not within the scope of police duties, and it is further understood that no police officer shall be ordered to perform such duties.

(d) It is understood and agreed that all employees are required to take every precaution in the prevention of accidents to himself, to his fellow employees, and to the general public. All drivers of police motor vehicles owned and used by the Town shall have a current and valid motor vehicle license and shall be responsible to maintain standards of physical fitness required in the operation of a motor vehicle. He shall also be required to obey all rules and regulations prescribed by state or local laws and to use every safety measure possible to prevent accidents. It shall be the duty and responsibility of all operators to report to their supervisors any defect in his police motorized equipment, and to use every precaution to prevent additional property loss expense or reoccurrence of such conditions. Operators of police motorized equipment who violate this Section, or become in an accident, shall be subject to disciplinary action, if, upon investigation, it is determined that the employee, through carelessness or recklessness or neglect, contributed to the cause of any accident. Nothing herein is intended to restrict the Town in its right in any circumstance to impose disciplinary action for just cause.

(e) All police vehicles shall be supplied with factory installed air conditioning, heat and AM/FM radio, which shall be maintained in good working order at all times.

ARTICLE IX

SECTION 1. ILLNESS AND INJURIES (LINE OF DUTY)

(a) Members of the Department who are injured or who contract illness in the line of duty shall receive such benefits as are provided in Section 45-19-1 of the Rhode Island General Laws, 1956 as amended, until the member has recovered, is placed on disability pension in accordance with this Agreement or as otherwise provided by law. The Town shall be subrogated against any third party for any and all benefits paid to or on behalf of any member of the bargaining unit, if said bargaining unit member received payment from said third party for injuries suffered and subject to this provision of this Agreement and further shall have the right to sue any third party in the name of the injured officer for costs incurred by the Town pursuant to this Section and pursuant to Section 45-19-1 of the General Laws. If an officer contracts a communicable disease in the line of duty, the Town will pay the co-pay for the officer's family for any examinations and/or treatment.

(b) Members who are injured or become ill while on duty shall have the right to select their emergency treatment facility or hospital in the State of Rhode Island, and/or physician or specialist. If the employee is unable to make the choice, the choice shall be made where practicable, by the nearest relative.

(c) All injuries, regardless of nature, while on duty, shall be reported to the Officer in Charge (OIC) and records maintained as to date, time, nature of injury, how received, and any treatment received.

(d) When an employee has suffered a previous service-connected injury and an occasion arises when the injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the Town's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness death, or from any other circumstances, the employee shall have the right to engage a specialist of his own choice, duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from recurrence of the injury, the employee shall be entitled of the Article; provided, however, the Town shall have the right to have said employee examined by a

physician selected by the Town as to whether or not said employee is actually suffering from a recurrence of the injury.

(e) It is agreed that the Town may examine an employee who reports or seeks any form of compensation for an alleged illness original injury or recurrence thereof by a physician or medical expert of its choice, and also to determine issues such as, but without limitation, causation of alleged illness, injury or recurrence thereof, functional capacity, functional impairment, fitness for duty, fitness for light or modified duty or fitness for resumed duty.

(f) In the event of a dispute as to the nature, extent or causation of an injury, illness or recurrence thereof, it shall be resolved in the following manner, during which time the officer will remain on R.I.G.L. § 45-19-1 until a decision is rendered by a neutral physician or arbitrator: a physician designated by the Town and a physician designated by the Union shall select a neutral physician to examine the police officer and review all relevant medical records. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three (3) physicians shall be controlling; provided however, that the Town or Union shall have the right to have that determination reviewed by a single arbitrator in accordance with the Arbitration Rules of the American Arbitration Association.

(g) In the event of an illness of a member, the replacement of this member, if any, shall be from the ranks of the regular members of the Department.

SECTION 2. ILLNESS AND INJURY (PERSONAL)

(a) Sick leave shall be defined as leave with pay because of an officer's inability to perform his regular duties caused by personal illness, physical incapacity or non-work related injury. Sick leave shall be accrued at the rate of one (1) and one-half (1/2) days per month or eighteen (18) days per year.

(b) A member who is eligible to discharge leave under the Family and Medical Leave Act of 1993 ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") shall comply with the notice and medical certification requirements of those laws. Should a member or the Town opt to discharge paid sick leave under this Article for FMLA or RIPFMLA qualifying leave, such paid leave shall be counted against the member's FMLA or RIPFMLA cumulative allowances. The member or the Town shall have the unilateral right to

substitute either vacation time and/or personal time off for unpaid FMLA or RIFFMLA leave. With respect to compensatory time, the member may choose to use that time for FMLA leave, but the Town cannot compel the member to do so. Requests for FMLA or RIFFMLA leave shall be submitted to the Town Manager.

(c) The Town may require a Doctor's Certificate or other proof of illness when sick leave is requested and no sick leave shall be paid until a requested Doctor's Certificate is furnished.

(d) The Town, at its sole expense, may after three (3) consecutive workdays examine an employee who discharges sick leave by a physician or medical expert of its choice, to assess issues such as, but without limitation, functional capacity, functional impairment, fitness for duty, fitness for light or modified duty or fitness for resumed duty. Any such examination shall not be mandated arbitrarily or for purposes not consistent with business necessity of the Department and public safety. Additionally, any such examination shall be conducted by a duly licensed physician with the requisite education, training, experience and board certification in the field(s) of medicine relevant to the officer's alleged injury or illness. An officer ordered to any such examination shall fully cooperate with the designated physician and shall not be required to discharge any form of his accumulated leave, pending the completion of said examination.

(e) In the event of a dispute as to the nature, extent or causation of an injury, illness or recurrence thereof, it shall be resolved in the following manner: a physician designated by the Town and a physician designated by the Union shall select a neutral physician to examine the police officer and review all relevant medical records. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three (3) physicians shall be controlling; provided however, that the Town or Union shall have the right to have determination reviewed by a single arbitrator in accordance with the Arbitration Rules of the American Arbitration Association.

SECTION 3. PAYMENT OF UNUSED SICK TIME

All accrued sick leave up to one hundred twenty (120) days shall be paid to the officer at retirement at his regular rate of pay.

SECTION 4. RESERVED

SECTION 5. PAID FAMILY SICK LEAVE

(a) In addition to the eighteen (18) sick days per year provided in this Article, the Town shall provide three (3) paid family sick days per calendar year for the purposes of an officer caring for a member of his immediate family. Immediate family is defined as mother, father, brother, sister, husband, wife, son, daughter, stepchild, foster child, grandparent of an employee or an employee's spouse. The Town may request a doctor's certificate or other proof of illness when sick leave is requested for three (3) consecutive calendar days.

(b) These additional three (3) family sick days cannot be carried over from calendar year to calendar year and will not be counted for pension purposes.

SECTION 6. TEMPORARY DISABILITY INSURANCE (TDI)

All officers covered by this Agreement shall be enrolled, at the officers' total expense, in the Rhode Island Temporary Disability program under conditions specifically provided by Rhode Island statute, R.I.G.L. §§ 28-39-3, 3.1, 3.2, and 3.3.

ARTICLE X

SECTION 1. RULES AND REGULATIONS

Local 306 shall be permitted to make suggestions regarding Departmental Rules and Regulations. Such suggestions shall be submitted, in writing, to the Chief of Police. Such suggestions for Rules and Regulations will be given due consideration and adopted if deemed advisable by the Chief of Police and approved by the Town Manager. Notwithstanding any other provision of this Agreement, the Chief of Police shall continue to have the right to issue Rules and Regulations, as approved by the Town Manager, governing the affairs and conduct of the Department and its employees.

ARTICLE XI

SECTION 1. SALARIES

(a) Members of the Department will be paid weekly and shall be adjusted each year as follows:

FY Beginning	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26
	0%	1%	3%	3%	3%
Captain	\$1,700.16	\$1,717.16	\$1,768.68	\$1,821.74	\$1,876.39
Lieutenant	\$1,574.54	\$1,590.29	\$1,637.99	\$1,687.13	\$1,737.75
Sergeant	\$1,458.09	\$1,472.67	\$1,516.85	\$1,562.36	\$1,609.23
Patrolman I	\$1,349.05	\$1,362.54	\$1,403.42	\$1,445.52	\$1,488.88
Patrolman II	\$1,218.20	\$1,230.38	\$1,267.29	\$1,305.31	\$1,344.47
Patrolman III	\$1,178.50	\$1,190.29	\$1,225.99	\$1,262.77	\$1,300.66
Patrolman IV	\$1,101.32	\$1,112.33	\$1,145.70	\$1,180.07	\$1,215.48

The Town agrees to pay its employees retroactive payments to July 1, 2023, on all sources of payments, including but not limited to salaries, longevity supplement, overtime pay, paid out compensatory time, callback pay, court attendance, recertification hours, vacation replacements, paid holidays, etc. (the “Retroactive Payments”). Notwithstanding the foregoing, however, those lateral hires referenced in Article IV, Section 1(c) shall be entitled to their Retroactive Payments back to July 1, 2022. The Retroactive Payments shall be paid within sixty (60) days of the date of this Agreement and shall be made in separate checks and shall not be combined with normal weekly payroll checks.

(b) An officer’s hourly rate of pay under this Agreement shall be the sum of an officer’s salary (Article XI, Section 1(a)), longevity pay (Article XI, Section 2), shift differential (Article XI, Section 3) and administrative supplement (Article XI, Section 1(d)) divided by the number of hours in that officer’s workweek as set forth in Article VI, Section 1(a).

(c) Officers hired on or after December 14, 2016, shall receive their salaries by a payroll in arrears. As of the date of this Agreement, the Town may begin paying officers hired prior to December 14, 2016 in arrears; provided, that in the week that the Town makes the conversion it shall pay the officers involved their second installment of the clothing allowance payable under Article VIII, Section 2(b)—which would normally be due in the first pay period of January 2024.

During the term of this Agreement, the Town may implement a bi-weekly payroll system. In such event, the Town shall give officers no less than a thirty (30) days notice of the conversion from weekly payroll to bi-weekly payroll. In addition, in the week when there is no pay to officers because of the conversion, the Town shall pay the officers an advance on the next installment of the clothing allowance payable under Article VIII, Section 2(b) as opposed to making that payment in either July or January as the case may be.

(d) **Administrative Supplement.** All members of the Detective Division, Administrative Services Division, Prosecution Division, the Department's Executive Officer, the Patrol Captain, Professional Standards Officer, Prosecuting Officers, Training Officer and School Resource Officers (SRO) shall receive, as salary, an additional \$20 (Twenty Dollars) per week. This amount is included as a pensionable wage.

(e) **Administrative Days.** The Town agrees that the above listed positions of a (5&2) workweek with weekends off are entitled to twelve (12) paid administrative days off per year. These administrative days shall be used within the calendar year in which they are accrued and shall not be carried over from year to year. Administrative days shall be prorated for an officer transferred to an administrative position during the calendar year. The Town acknowledges that any member currently assigned to an administrative schedule on each January 1st shall be entitled to their full complement of twelve (12) administrative days. If a member receives the twelve (12) administrative days while being assigned to an administrative schedule and subsequently leaves or bids out of an administrative schedule, that member shall not be required to repay those days (i.e., money, vacation time, compensatory time, etc.). Officers who resign, retire or are discharged shall not receive a payout of administrative days accrued under this Section.

(f) Any member on an authorized administrative day off shall not be subject to any order backs unless a state of emergency has been declared, or any public safety circumstances as determined in the sole discretion of the Chief of Police or his designee. For the purposes of this Section, an administrative leave day shall be defined as the twenty-four (24) hour period commencing eight (8) hours prior to and ending eight (8) hours after the officers' regularly scheduled shift.

(g) Any officer transferred or assigned to any division within the Department shall be paid the rate of pay applicable to his rank within that Division.

(h) The probationary period for Patrol Officer IV shall be for one (1) year from the date of graduation from the RIMPTA, or from the date of hire if already graduated from the RIMPTA. Upon successful completion of the probationary period, the individual shall advance to Patrolman III and shall advance to Patrolman II upon completion of two (2) years continuous service and to Patrolman I upon completion of three (3) years continuous service.

SECTION 2. LONGEVITY SUPPLEMENT

(a) In addition to the above salaries, there shall be paid a longevity supplement (or bonus) which shall be considered part of the employee’s salary for other purposes in this Agreement (including pension purposes). This supplement shall be computed on the basis of the employee’s weekly salary, which shall include an officer’s salary and administrative supplement, and shall be included in the weekly paycheck. This payment shall be:

Years of Service as of June 30th	Percentage of Annual Rate
Less than five (5) years	0%
Five (5) to ten (10) years	4%
Ten (10) to fifteen (15) years	7.5%
Fifteen (15) years and over	9%
Twenty (20) years and over	11%

(b) For the purposes of receiving longevity, Recruits shall be credited from their date of hire.

(c) **Bonus.** In addition, a bonus of 1.5% of a member’s salary, which shall include an officer’s salary and administrative supplement, shall be paid to those with more than five (5) years’ service in the first pay period of December of each year. This longevity bonus shall not be considered part of the employee’s salary for any purpose.

SECTION 3. SHIFT DIFFERENTIAL

Any regular officer of the Department who is assigned to work the evening or night shift will receive a shift differential as follows:

\$0.30 per hour Division “C”
 \$0.35 per hour Division “A”

The above shall not apply to any officer working vacation replacements but that said officer shall be compensated in accordance with the relevant provisions of this Agreement.

SECTION 4. FIELD TRAINING OFFICERS (FTO)

(a) Officers who have completed a Field Training Course or who are asked to have an officer ride with them for training or retraining purposes shall be compensated one (1) hour of overtime per shift.

(b) One (1) Sergeant or one (1) Lieutenant who administers the FTO program shall be compensated one (1) hour of overtime for every officer who is in the FTEP program for every full week during training cycles.

ARTICLE XII

SECTION 1. TIME OFF WHILE PERFORMING UNION DUTIES

All employees who are officers of Local 306, (but in no event more than one (1) representative for a grievance), shall be allowed time off for official union business with pay and without requirement to make up said time if there is sufficient manpower available to cover for said employee as determined by the Chief of Police and provided that such time off does not result directly or indirectly in overtime compensation or any other premium for any employee. The term "union business" as used herein includes collective bargaining, grievance adjustment, grievance arbitration, interest arbitration, disciplinary representation of members, and attendance at regional and/or state I.B.P.O. meetings. No employee shall use Department or Town property, including without limitation, computer hardware, software, printers, copiers, paper, ink, office supplies or any other form of property for union business purposes.

SECTION 2. BEREAVEMENT LEAVE

(a) In the event of death of a father, mother, wife, husband, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-children, step-brother, step-sister, foster parents or foster children of the employee or the employee's spouse, such employee shall be entitled to leave of absence with pay from the time of notification of the death, not to exceed four (4) working days.

(b) In the event of death of an aunt, uncle, cousin, niece or nephew, related by blood, or a brother-in-law or sister-in-law, the employee shall be entitled to leave of absence with pay from the time of notification of the death, not to exceed two (2) working days.

SECTION 3. EMERGENCY LEAVE

In the event of illness in the household of an employee, such employee shall be allowed five (5) days per year without pay. Should a member discharge emergency leave under this Article for FMLA or RIPFMLA qualifying leave, such leave shall be counted against the member's FMLA or RIPFMLA cumulative allowances.

SECTION 4. PREGNANCY/MATERNITY LEAVE

(a) A police officer who is pregnant shall receive no special treatment unless so directed by the attending physician. The individual may be placed on light duty with the concurrence of the physician.

(b) If the attending physician opines to a reasonable degree of medical certainty that the Officer's working would be injurious to her health, certified in writing to the Chief of Police, she will be allowed to take such personal illness and injury leave as provided in Article IX, Section 2.

SECTION 5. MILITARY LEAVE

(a) Members are covered by USERRA, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, 28 U.S.C. 4301-4335). The Town agrees that while the bargaining unit member is on military leave (up to thirty-four (34) days per year), the Town shall make up any difference in pay from the bargaining unit member's military pay and his regular salary. The Town shall continue to provide the bargaining unit member with his healthcare insurance provided for and contained herein. The bargaining unit member shall continue to pay all healthcare insurance co-shares that are applicable. The Town agrees that there shall be no loss of credited time to the bargaining unit member for pension purposes for the use of any military leave. Bargaining unit members shall continue to have their pension contributions deducted during their military leave.

(b) In the event a member of the bargaining unit volunteers for military duty not referenced above, the Town is not obligated to provide said officer with his pay.

ARTICLE XIII

SECTION 1. HEALTHCARE AND DENTAL BENEFITS—ACTIVE

(a) Each employee shall be provided with the Town’s Preferred Provider Organization (PPO) plan for each member and his family including a rider allowing twelve (12) chiropractic visits annually, as he may elect. A summary of benefits for said PPO plan is appended hereto and incorporated herein (see Appendix A), and a benefits summary is also available to employees through the Town Manager.

(b) Each employee shall be provided with dental insurance, individual or family, as he may elect. A summary of benefits for said dental plan is appended hereto and incorporated herein (see Appendix B), and a benefits summary is also available to employees through the Town Manager.

(c) The Town may, in its discretion, substitute alternative equivalent coverage for any or all of the foregoing insurance programs provided, however, that there is no additional cost to the employee.

(d) All employees will contribute to the cost of insurance coverage provided under this Section as follows:

HEALTHMATE COAST-TO-COAST

	Individual Plan		Family Plan	
	Yearly	Weekly	Yearly	Weekly
7/1/22	\$1,672.44	\$32.16	\$4,181.06	\$80.41
7/1/23	\$1,722.61	\$33.13	\$4,306.49	\$82.82
7/1/24	\$1,774.29	\$34.12	\$4,435.69	\$85.30
7/1/25	\$1,827.52	\$35.14	\$4,568.76	\$87.86
7/1/26	\$1,882.34	\$36.20	\$4,705.82	\$90.50

DELTA DENTAL

All employees will contribute \$57.38 yearly (\$1.10 weekly) to the cost of an individual Delta Dental Plan or \$181.36 yearly (\$3.49 weekly) to the cost of a family Delta Dental Plan for the duration of this Agreement.

(e) Said contributions shall be made on a pre-tax basis.

(f) The Town may implement a wellness program for voluntary participation by members.

(g) **OPEB Deductions.** Effective July 1, 2023, employees shall have deducted from their weekly salaries (as set forth in the chart in Article XI, Section 1), one (1%) percent of their salary. Said monies shall be applied by the Town for Other Post-Employment Benefits (“OPEB”) provided herein and shall be deposited into an OPEB trust fund, consistent with IRS regulations.

SECTION 2. HEALTHCARE BENEFITS—RETIREES

(a) Officers hired before January 1, 1994; officers hired between January 1, 1994 and December 31, 2012 who retire with at least twenty-three (23) years of service; and officers hired on or after January 1, 2013 with at least twenty-five (25) years of service shall all receive the same individual benefits as set forth in Section 1 of this Article (subject, however, to the terms and limitations set forth in Section 2(c) of this Article) and shall contribute twenty (20%) percent of the cost of the insurance coverage.

(b) If the retired officer is working and is eligible to receive or is receiving coverage that is equal to or better than the coverage that he is entitled to under this Section, then the Town shall not be required to pay the coverage set forth in this Section. In the event that such equal coverage is no longer in effect, the Town shall reinstitute the coverage hereinbefore provided. In determining whether the coverage is “equal to or better than” the coverage being provided by the Town under this Section, among other things, the comparable cost of said coverages shall be considered.

(c) Upon becoming Medicare-eligible and in lieu of the Town paying for the retired officer’s Medicare Parts B and D costs and/or the officer’s Medicare supplement, the Town shall reimburse said officer \$275 per month for the life of the retiree.

SECTION 3. HEALTHCARE BENEFITS—DISABLED RETIREES

(a) Officers who retire because of service-connected disability shall receive the same benefits and be subject to the same contribution rate as set forth in Section 2 of this Article.

(b) If the retired officer is working and is eligible to receive or is receiving coverage that is equal to or better than the coverage that he is entitled to under this Section, then the Town shall not be required to pay the coverage set forth in this Section. In the event that such equal coverage is no longer in effect, the Town shall reinstitute the coverage hereinbefore provided. In

determining whether the coverage is “equal to or better than” the coverage being provided by the Town under this Section, the comparable cost of said coverages shall be considered.

SECTION 4. HEALTHCARE BENEFITS—DECEASED OFFICER’S FAMILY

The family of an officer whose death occurs as a result of the performance of duties while on-duty or off-duty shall receive the same benefits and be subject to the same contribution rate as set forth in Section 1 of this Article for three (3) full years following the officer’s death.

SECTION 5. HEALTH AND WELFARE

Members of the Department hereby agree to maintain basic physical standards to adequately perform their duty in a satisfactory manner or they will be subject to disciplinary administrative action.

SECTION 6. ALTERNATIVE HEALTH OPTION

Any employee eligible for alternative health care coverage may opt to receive health care coverage pursuant to a non-Town paid plan in lieu of a Town-paid plan. Any employee enrolled in a family plan with the Town who opts for alternative coverage shall receive fifty (50) percent of the premium cost of such plan in a lump sum. For each full contract year in which he is not covered by the Town plan. Payments shall be made in arrears on or before July 30 of each year. Employees opting out of individual plan coverage shall revive fifty (50) percent of the individual plan premium for each such year. For each year during the term of this Agreement in which such election is made, the employee will receive no coverage pursuant to this Article. The Town may require proof of alternative coverage.

SECTION 7. LIGHT DUTY

An injured employee, or an employee that is temporarily disabled in any circumstance where he is not confined to the home, and where he is determined capable of performing light duty assignments shall be required to work light duty status, provided the following holds true:

1. Capability to perform light duty shall be determined by the employee’s physician. The Town may require the employee to visit the Town’s physician. In the event that the Officer’s doctor and the Town’s doctor disagree as to whether the officer is capable of

working light duty, either party may petition for expedited arbitration. The arbitrator's decision shall be final and binding. The Town agrees that the officer shall not be required to return to work until the Town and the Union have received the written decision of the arbitrator.

2. Any officer that is capable of working light duty shall be assigned to the work shift and division as needed by the Town. The officer shall be granted time off for doctor's visit(s) and/or therapy.

3. It is not the intent of this Section to in any way circumvent the terms of R.I.G.L. § 45-19-1, as amended.

SECTION 8. LIFE INSURANCE

All employees covered by this Agreement shall be entitled to receive fully paid life insurance in the amount of \$20,000 (Twenty Thousand Dollars).

SECTION 9. BURIAL EXPENSES

In the event of a line of duty death, the Town will pay for the burial costs of the deceased officer. The amount of the burial cost is not to exceed \$10,000 (Ten Thousand Dollars).

SECTION 10. EDUCATION PROGRAM

(a) The Town hereby agrees to pay when due and payable to the school upon receipt of a bill from the school or employee, the sum of money required in accordance with the Municipal Police Incentive Pay Act, R.I.G.L. § 42-28.1-5; provided, however, the individual officer must sign an agreement approved by the Town Solicitor, whereby the officer shall authorize the Town, in the event the officer shall fail the course(s) or fail to complete the course(s), to withhold an amount of money each week from his salary until the sum of money advanced by the Town shall be repaid in full and provided further, if the officer shall terminate his employment or be terminated by the Town, the Town shall be authorized to seek restitution from his retirement fund or any payments due the officer upon separation from the payroll of the Town. In the event the employee shall fail to timely tender a bill from the school to the Town, the employee shall be solely responsible for the payment of penalties, interest, late charges or similar charges associated with said bill. The Town shall not be required to pay or reimburse fees, of any kind or description, charged by an academic institution, including without limitation any:

registration fee, matriculation fee, deferred payment fee, continuing education fee, developmental course fee, health fee, health facility fee, student activities fee, student services fee, building fee, publication fee, thesis fee, late fee, identification card fee, lab fee, transportation fee, athletic fee, technology fee, library fee, recreation center fee, document fee, guided independent study fee, immunization fee and graduation fee.

(b) All courses to be taken under the Municipal Police Incentive Pay Act, Title 42 Chapter 28.1 of the General Laws of Rhode Island must be approved by the Chief of Police prior to enrollment for the purpose of assuring that only courses within the curriculum of a Law Enforcement Degree Program are attended.

(c) All books purchased by the Town for police personnel enrolled in educational courses shall, after completion of the course for which they were purchased, be returned to the Town for reuse by other officers or in the establishment and maintenance of a Department Library.

ARTICLE XIV

SECTION 1. COMPLAINTS AGAINST POLICE OFFICERS

(a) While it is understood that formal complaints against police officers are an administration function, all officers governed by this Agreement shall be made aware of the complaint within twenty-four (24) hours of its receipt unless it would compromise, impede, impair, or obstruct a criminal or administrative investigation. All police officers shall cooperate fully with such investigatory process by answering inquires, giving statements, etc.; provided, however, that the constitutional rights of the individual officer accused shall not be abridged.

(b) The term “formal complaint” as used in this Article means:

- (i) A formal, written, signed complaint from a member of the public, a law enforcement officer or a law enforcement agency or
- (ii) A formal, written, signed complaint issued by the Department after investigation.

(c) At the conclusion of the investigation, the officer will be provided with a written outcome of the investigation; provided however, that if the officer is to be charged by complaint and notice pursuant to the Law Enforcement Officers’ Bill of Rights, R.I.G.L. § 42-28.6, then that charging document shall constitute notice of the outcome of the investigation.

SECTION 2. LEGAL ASSISTANCE AND INDEMNIFICATION

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

(b) The employee agrees to cooperate with the Town and/or its agent(s) in defending the employee in a civil proceeding contemplated in this Section.

SECTION 3. GRIEVANCES

Grievance and Arbitration Procedures.

(a) **Definition.**

A grievance is a dispute between the members (or the Union) and the Town, which involves the application, meaning, or interpretation of the provisions of this Agreement and grievances filed pursuant to Subsection (e) of this Article.

(b) **Procedure.**

Step 1: Within seven (7) calendar days of the act or omission over which the employee is aggrieved, the employee and the Union shall discuss the matter with the Chief or his designee. The Union may or may not be involved at Step 1.

Step 2: Not later than ten (10) calendar days after the meeting with the Chief or his designee, the Union must submit any grievance in writing to the Chief of Police. The Chief of Police may request a meeting with the member(s) and duly authorized Union representatives. The Chief of Police or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of Police or his designee not respond within the time period set forth herein, the grievance shall be deemed denied.

Step 3: If the grievance is not resolved at Step 2 or is deemed denied by the passage of the time period above, the Union must submit the grievance to the Town Manager within seven (7) days of the written denial by the Chief or at the conclusion of the time period when the grievance is deemed denied. Within twelve (12) days the Town Manager shall convene a meeting with the Union to hear the grievance. Within seven (7) days after the conclusion of said meeting, the Town Manager shall issue a written response to the grievance.

Step 4:

- (i) **Submission to Arbitration.** Any grievance, as defined in Paragraph (a) of this Section that has been properly and timely processed through the grievance step procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union submitting a demand for arbitration to the closest local office of the American Arbitration Association (AAA) within ten (10) days receiving the Town Manager's Step 3 response. The Union shall deliver a copy of the Demand to the Town Manager. After filing with the AAA, the

arbitrator selection process and arbitration proceedings shall be governed by the AAA's Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration is filed with the AAA.

- (ii) **Arbitrator's Authority and Jurisdiction.** The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision(s) of this Agreement. The arbitrator shall not substitute his judgment for the Town's where such discretion has been retained or reserved to the Town by the provisions of this Agreement or applicable law.
- (iii) **Binding Effect.** Subject to applicable law, the decision of the arbitrator is final and binding upon both parties.
- (iv) **Fees and Expenses of Arbitration.** The fees of the AAA, the fees and expenses of the arbitrator, and the costs of any stenographic record, if either party or the grievant desires one, shall be shared equally by the Union and the Town.

(c) **Written Presentation.** Any grievance presented in accordance with the procedures set forth in Paragraph (b), shall include with reasonable clarity: the facts giving rise to the grievance, including the exact nature of the grievance, when it occurred, and the identity or identities of the employee or employees who claim to be aggrieved; the specific provision(s) of the Agreement alleged to have been violated (catch-all recitations shall not meet this requirement); the name(s) of the aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by the duly authorized Union representative.

(d) **Time Limitations.** The time limitations set forth in this Article, including for the filing and processing of a grievance and the demand for arbitration, addressed below, are of the essence of this Agreement and the failure by the Union to comply with any of the time limits in this Article shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in this Article, the Town and Union may extend them by mutual written Agreement.

(e) The parties agree that employees covered by this Agreement shall have the right to file a grievance for disciplinary action which includes a written reprimand, or a suspension of two (2) days or less. Officers who are disciplined more than two (2) days shall be afforded a hearing under the Law Enforcement Officers' Bill of Rights.

(f) **Removal of Discipline Records and from Personnel File.** The personal file of the member of the bargaining unit which is kept by the Police and/or Personnel Department, will have expunged from its contents any disciplinary action after a period of three (3) years from the date of the disciplinary action provided that during the interim period the member has no further departmental violations. Written notification by the officer must be made to both the Town Personnel Department and the Chief of Police. No further departmental violations must rise to the level of a written reprimand or suspension.

(g) **Union Representation.** Any member of the bargaining unit shall, if he desires, be accompanied by another Coventry Police Officer or legal representative/counsel chosen and provided by Local 306 when appearing before the Chief of Police or any supervisor, to answer charges/allegations that he violated any rules and regulations of the Department and/or any of the terms and conditions of this Agreement.

ARTICLE XV

NO STRIKES OR LOCKOUTS

The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Town lockout its employees during the terms of the Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by it.

ARTICLE XVI

SECTION 1. FOOT PATROLS

It is agreed that there will be no assigned foot patrols, but this shall not be interpreted as prohibiting an officer from leaving his vehicle to patrol an area on foot when he deems it necessary to carry out his assigned duties and responsibilities.

SECTION 2. NON-RESIDENCY

The Town agrees that residency within the Town shall not be required by an employee covered by this Agreement as a condition of continued employment for the Town.

ARTICLE XVII

SECTION 1. PENSION PLAN

(a) **Pension Plan for Employees Hired Prior to January 1, 1994.** The Town agrees to provide employees employed as of January 1, 1994, with a pension program with at least the existing benefits of the existing pension program. The representative of the Chief of Police on the Pension Committee shall be a Union member.

Commencing January 1, 1994, all officers who were members of the Department prior to July 1, 1989, shall contribute to the pension system four percent (4%) of their total annual compensation from all sources. This shall increase to five percent (5%) on January 1, 1995; to six percent (6%) on January 1, 1996, to seven percent (7%) on January 1, 1997; to eight percent (8%) on July 1, 2000; to nine and a half percent (9.5%) July 1, 2016; and to eleven percent (11%) on July 1, 2017.

Commencing January 1, 1994, all members appointed to the Department on or after July 1, 1989, and before January 1, 1994, will be required to contribute five percent (5%) of their total annual compensation from all sources. This shall increase to six percent (6%) on January 1, 1995, to seven percent (7%) on January 1, 1996, and to eight percent (8%) on January 1, 1997.

(b) The Town agrees to make the following changes to the existing pension program for those employees hired prior to January 1, 1994.

1. Retirement shall be after twenty (20) years of service with the minimum age being fifty-five (55) years; however, on December 31, 1985, the retirement shall be after twenty (20) years of service without regard to age.

2. The retirement benefit shall be equal to 50% of base pay, holiday pay, longevity pay, any vacation time paid at termination and overtime (including vacation replacement) during the last twelve months of service for those employees employed before January 1, 1994.

3. If an officer who was employed as of January 1, 1994, chooses to work beyond the normal 20-year retirement after July 1, 1986, twenty-five (25) year retirement, then his pension benefit shall be increased by 2% for each year worked after 20 years up to a

maximum of 25 years of service. This provision shall not apply to officers employed on or after January 1, 1994.

4. The retirement benefits shall be adjusted annually at the rate of 1½% for all officers retired prior to July 1, 1986, and at a rate of 2 ½% for all officers who retire on or after July 1, 1986.

5. If an officer is injured in the line of duty and unable to return to active duty within two years, he shall receive a 66 2/3% disability retirement.

6. If an officer is injured not in the line of duty and permanently and totally disabled, he shall receive a disability pension in an amount equal to what the officer would have been entitled to if he took a Normal Retirement (and this percentage shall apply regardless of creditable years of service). Any individual who cannot return to work after one year from the date of injury shall automatically be retired. However, a physician's prognosis of recovery sufficient to perform his duties within two years shall automatically extend the leave, without pay, to a total of two years.

7. If an officer who was employed prior to January 1, 1994, chooses to work beyond the normal twenty (20) years retirement and dies prior to retiring, his spouse will receive the amount that he would have received had he been retired as of the date he died.

8. The Town of Coventry Police Officers Retirement Plan will be passed out to all employees of the Department and will be considered part of this contract in its entirety except that in the case that any portion thereof found to be in conflict with any provision(s) of this contract or state statute, the contract provision(s) or state statute shall be controlling.

(c) **Employees Hired On or After January 1, 1994.** The Town agrees to provide employees hired on or after January 1, 1994, with a new pension plan which it shall prepare, including the following terms:

1. **Creditable Years of Service.** An officer's date of hire shall be the date he enters the Rhode Island Municipal Police Academy.

2. **Contributions.** Officers hired between January 1, 1994, and December 31, 2012, shall contribute to the plan twelve percent (12%) of their salaries (Article XI, Section 1(a)), administrative supplement (Article XI, Section 1(d)) and longevity supplement (Article XI, Section 2). Officers hired after December 31, 2012, will be required to contribute twelve percent (12%) of their salaries (Article XI, Section 1(a)) and administrative supplement (Article XI,

Section 1(d)). Officers shall have their date of hire begin upon entering the Rhode Island Municipal Police Academy and said contributions shall be paid into the Police Pension Plan from their date of hire. All pension contributions shall be made on a “pre-tax” basis by the Town; and the Town shall agree to indemnify the officers in the event that the Town causes the loss of the tax-qualification status of the Plan and the officers are assessed penalties.

3. **Normal Retirement.** For officers hired between January 1, 1994, and December 31, 2012, normal retirement shall be after twenty-three (23) years of service without regard to age. For officers hired after December 31, 2012, normal retirement shall be after twenty-five (25) years of service and upon reaching a minimum of fifty-five (55) years old.

4. **Retirement Benefit.** For the purpose of this Section, for officers hired between January 1, 1994, and December 31, 2012, “Retirement Salary” shall mean the officer’s salaries (Article XI, Section 1(a)), administrative supplement (Article XI, Section 1(d)) and longevity supplement (Article XI, Section 2). For officers hired between January 1, 1994 and December 31, 2012, the retirement benefit shall be equal to fifty percent (50%) of the Retirement Salary paid either (i) during the last twelve (12) months of service or (ii) the officer’s highest calendar year of Retirement Salary within the last five (5) years prior to retirement, the greater of (i) or (ii). For the purpose of this Section, for officers hired after December 31, 2012, “Retirement Salary” shall mean the officer’s salaries (Article XI, Section 1(a)) and administrative supplement (Article XI, Section 1(d)). For officers hired after December 31, 2012, the retirement benefit shall be equal to fifty percent (50%) of the average Retirement Salary of the five (5) years immediately preceding retirement.

5. **Additional Benefits After Twenty-Three Years of Service.** If an officer hired between January 1, 1994 and December 31, 2012 chooses to work beyond the normal twenty-three (23) year retirement, then his pension benefit shall be increased by 2% for each year worked after twenty-three (23) years up to a maximum of twenty-eight (28) years of service, in accordance with the following schedule:

Years of Service Completed	Pension Percentage
23 Years	50%
24 Years	52%
25 Years	54%
26 Years	56%
27 Years	58%

28 Years	60%
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6. **Additional Benefits After Twenty-Five Years of Service.** If an officer hired after December 31, 2012, chooses to work beyond the normal twenty-five (25) year retirement, then his pension benefit shall be increased by 2% for each year worked after twenty-five (25) years up to a maximum of thirty (30) years of service, in accordance with the following schedule:

Years of Service Completed	Pension Percentage
25 Years	50%
26 Years	52%
27 Years	54%
28 Years	56%
29 Years	58%
30 Years	60%

7. **Cost of Living Adjustment (“COLA”).** Retirees hired prior to January 1, 1994, shall receive an annual 2.5% compounded COLA.

Retirees hired on or after January 1, 1994, and who retired before July 1, 2023, shall receive an annual 1.5% non-compounded COLA or a COLA based upon the National Consumer Price Index for Clerical Workers (known as CPI-W) published by the Bureau of Labor Statistics (BLS) whichever is higher. The COLA, if the CPI is utilized, shall be calculated using the immediate preceding April’s CPI.

Retirees hired on or after January 1, 1994, and who retired on or after July 1, 2023, shall receive an annual 2.5% non-compounded COLA.

COLAs shall be paid July 1 following an officer’s retirement date and every July 1 thereafter and shall be paid to the officer for the duration of his lifetime.

8. **Disability Pension In The Line Of Duty.**

- (i) If an officer is injured in the line of duty and is unable to return to active duty within two (2) years, he shall apply for, and if granted, receive a 66 2/3% disability retirement. In calculating the Retirement Salary, the officer’s highest year of salary (calendar year) within the last five (5) years prior to disability retirement shall be utilized.

- (ii) An officer shall be required to submit, to the Town, a request in writing applying for such disability retirement. Upon receipt of this request, the Town shall set a hearing date on such application. The officer shall present such information at the hearing as he believes necessary to prove his total and permanent disability. The officer shall also be required to sign a medical authorization form allowing a medical examination and any related tests. The Town may, in its discretion, require that the officer be examined by a physician who shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The physician shall certify to the Town that the officer is or is not permanently and totally disabled and whether the injury is job related, taking into consideration the nature and responsibilities of the officer's occupation.
- (iii) In the event of a disagreement between the officer's physician and the Town's physician as to the nature, extent or causation of an injury, illness or recurrence thereof, it shall be resolved in the following manner, during which time the officer will remain on R.I.G.L. § 45-19-1 until a decision is finalized. A physician designated by the Town and a physician designated by the officer shall select a neutral physician to examine the police officer and review all relevant medical records. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three (3) physicians shall be controlling; provided however, that the Town or Union shall have the right to have determination reviewed by a single arbitrator in accordance with the Arbitration Rules of the American Arbitration Association.

9. Disability Pension Not In The Line Of Duty.

- (i) If an officer is injured not in the line of duty and permanently and totally disabled, he shall receive a disability pension in an amount equal to what the officer would have been entitled to if he took a Normal Retirement (and this percentage shall apply regardless of creditable years of service). Any individual who cannot return to work after one year from the date of injury shall automatically be retired. However, a physician's prognosis of recovery sufficient to perform his duties within two years shall automatically extend the leave, without pay, to a total of two years.
- (ii) An officer shall be required to submit, to the Town, a request in writing applying for such disability retirement. Upon receipt of this request, the Town shall set a hearing date on such application. The officer shall present such information at the hearing as he believes necessary to prove his total and permanent disability. The officer shall also be required to sign a medical authorization form allowing a medical examination and any related tests. The Town may, in its discretion, require that the officer be examined by a reputable physician engaged by the Town. The physician shall certify to the Town that the officer is or is not permanently and totally disabled, taking into consideration the nature and responsibilities of the officer's occupation.
- (iii) In the event of a disagreement between the officer's physician and the Town's physician as to the nature, extent or causation of an injury, illness or recurrence thereof, it shall be resolved in the following manner: a physician designated by the Town and a physician designated by the officer shall select a neutral physician to examine the police officer and review all relevant medical records. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three (3) physicians shall be controlling; provided

however, that the Town or Union shall have the right to have determination reviewed by a single arbitrator in accordance with the Arbitration Rules of the American Arbitration Association.

10. **Town’s Right to Examine Disabled Pensioner.** If at any time the Town has reason to believe that an officer is not totally and permanently disabled, the Town may require the officer to sign a medical authorization form and to be examined by a reputable physician engaged by the Town. The physician shall certify to the Town that the officer is or is not permanently and totally disabled taking into consideration the nature and responsibilities of the officer's occupation. Any disputes under this Subsection (c)(10) shall be resolved in accordance with Subsection (c)(8) or (c)(9) as the case may be.

Should any pension recipient under the minimum age of a normal retirement refuse to submit to a medical examination in any year by a physician designated by the Town, his retirement allowance may be discontinued until his withdrawal of such refusal. Should his refusal continue for one (1) year after a request has been made, all his rights in and to such retirement allowance may be revoked by the Town.

11. **Vesting Retirement Schedule.** Officers pension benefits shall be vested after five (5) years of service in accordance with the below schedule. However, for officers hired between January 1, 1994, and December 31, 2012, who leave the Department before serving twenty-three (23) years of service, then those officers shall not be entitled to their vested pension benefits until their twenty-third (23rd) year anniversary from their date of hire. In addition, for officers hired after December 31, 2012, who leave the Department before serving twenty-five (25) years of service and reaching age fifty-five (55), then those officers shall not be entitled to their vested pension benefits until their twenty-fifth (25th) year anniversary from their date of hire and their fifty-fifth (55th) birthday.

The following schedule shall determine an officers’ vesting percentage:

Years of Service Completed	Vesting Percentage
Less than 5	0%
5	25%
6	30%
7	35%
8	40%
9	45%
10	50%

11	60%
12	70%
13	80%
14	90%
15 or more	100%

12. **Single Sum Distribution.** Officers who separate from employment or who wish to remove all of their pension contributions, to include all interest, contributed to the plan in a single sum distribution, as defined in the Town of Coventry Police Officers Retirement Plan, shall receive said payment within thirty (30) days of the officers' departure.

13. **Excessive Pension Contributions.** If, as a result of a mistake of fact, excessive assets are contributed to the Plan, such assets may be returned to the Employer and/or Participants within one (1) year after the discovery of the excessive contribution.

14. **Compulsory Retirement.** Officers shall be required to retire from the Department by December 31st in the year they reach sixty-five (65) years old.

15. **Commencement of Pension Benefits.** Pension benefits shall be paid in monthly installments commencing on the first day of the month following the officers' retirement (the "Annuity Starting Date") and shall be paid to the officer for the duration of their life.

16. **Death Benefits to Widow or Widower.** If an officer dies before his Annuity Starting Date, the death benefit shall be payable as a Straight Life Annuity to the spouse. This death benefit is determined as if the officer's Retirement Date had occurred on the date the officer died and shall be payable as of the officer's Retirement Date and shall include all future COLAs that would have been paid to the deceased officer had he survived. In lieu of such benefit, the spouse may choose to receive a single sum death benefit equal to the officer's Required Contribution Account as of the date of the officer's death.

17. If an officer dies on or after his Normal Retirement Date and before his Annuity Starting Date and such officer is survived by a spouse on the date of his death, the death benefit shall be payable as a Straight Life Annuity to the spouse and shall include all future COLAs that would have been paid to the deceased officer had he survived. This death benefit is determined as if the officer's Retirement Date had occurred on the date he died.

18. If an officer dies after his Retirement Date, a death benefit shall be payable if the officer is survived by a spouse (to whom he was married before his Retirement

Date) on the date he dies, or he has a Dependent Child on the date he dies. If either requirement is met, the benefit payable to the spouse or to the person who has assumed principal support of the Dependent Child, is the retirement benefit that had been payable to the officer including all future COLAs that would have been paid to the deceased officer had he survived, subject to the following modifications:

- (i) The death benefit payable to the spouse will be reduced by 2% for each year that such spouse is more than five years younger than the officer, if applicable.
- (ii) The death benefit shall be payable to the spouse until the earlier of:
 - (a) the date of the spouse's remarriage, or
 - (b) the date of the spouse's death.
- (iii) The death benefit shall be payable to the Dependent Child until there is no longer a Dependent Child.
- (iv) If the retired officer dies and is not survived by a spouse or a Dependent Child, no death benefit is payable except for the guarantee of the return of the officer's Required Contributions, if any.

19. Termination.

- (i) The Town reserves the right upon agreement with the Union to terminate the Plan at any time.
- (ii) In the case of the partial or complete termination of the Plan, the rights of employees, as provided herein, shall be non-forfeitable. However, satisfaction of such rights from the Plan may depend on the sufficiency of Plan assets, the Town and the Union shall agree on the order of priority for distribution of Plan assets in the event of such termination.

20. The pension plan for officers hired on or after January 1, 1994, shall be as provided in this Subsection (c), and none of the provisions of Subsection (a) or (b) shall apply thereto.

SECTION 2. SPOUSE/FAMILY WIDOW/WIDOWER BENEFITS

Full retirement benefits shall be provided to the family of an officer killed while in the line of duty

(a) In the event an employee is killed in the line of duty, the following benefits, in addition to any life insurance, state or federal payments and/or benefits shall be provided to the employee's family:

1. If the employee is married with children, the family shall receive the employee's pension benefits, as if he had completed his twenty (20) (for employee's hired prior to January 1, 1994) or twenty-three (23) (for employee's hired after January 1, 1994 and December 31, 2012) or twenty-five (25) (for officers hired after December 31, 2012) of service as set forth in Article XVII, Section 1(b2, b3, b4 and c4, c5).

2. If unmarried with children, the children shall receive the pension benefit as if the employee had completed his twenty (20) years for employee's hired prior to January 1, 1994 twenty-three (23) years for employee's hired between January 1, 1994 and December 31, 2012 or twenty-five (25) for officers hired after December 31, 2012 as set forth in Article XVII, Section 1(b2, b3, b4 and c4, c5), until the age of eighteen (18) or until they reach the age of twenty-three (23) while attending college.

3. In the event that an employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

*It is further understood by the parties that the pension afforded to the spouse as defined above, will be based on the employee's salary at the time of his death and said pension shall be consistent with what is a normal pension as opposed to a disability pension.

ARTICLE XVIII

SAVINGS CLAUSE

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

ARTICLE XIX

SECTION 1. SCOPE OF AGREEMENT

This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof resulted in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Articles I-XX of this Agreement expressly and necessarily place limits thereon, the Town retains all of the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union's gaining the support of a majority of the employees provided that the Employer must discuss changes in working conditions with the Union before implementing them. All matters about which this Agreement is silent shall be deemed matters concerning which the Town has surrendered no discretion or power. There are no other agreements between the parties, verbal or written. There are no past practices which the parties intend to be binding in any way or which limit or expand upon the express provisions hereof.

ARTICLE XX

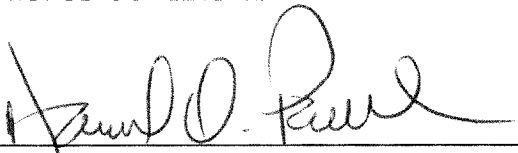
SECTION 1. DURATION OF AGREEMENT

(a) This Agreement shall be for the term of July 1, 2022, to June 30, 2027, and thereafter shall remain in effect from year to year unless either party hereto shall serve written notice on the other party of its intention to terminate or amend this Agreement by February 1, 2027.

(b) This Agreement shall remain in effect until a new Agreement is ratified between the parties.

IN WITNESS WHEREOF, the said Town of Coventry has caused this instrument to be executed and its corporate seal to be affixed by the Town Manager thereunto duly authorized by the Town Council as of the day and year above written and the said Local 306, International Brotherhood of Police Officers, has caused this instrument to be signed by its President thereunto authorized as of the day and year first above written.

TOWN OF COVENTRY

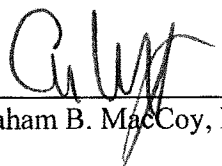


Daniel O. Parrillo, Town Manager

7/10/23

Date

INTERNATIONAL BROTHERHOOD OF POLICE
OFFICERS, LOCAL 306



Graham B. MacCoy, President

7/10/23

Date