

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**TOWN OF MIDDLETOWN**

**AND**

**MIDDLETOWN FRATERNAL ORDER OF POLICE, LODGE #21**

**JULY 1, 2021 THROUGH JUNE 30, 2024**

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## **AGREEMENT**

This Agreement is made and entered into effective the first day of July, 2021, by and between the Town of Middletown (hereinafter the "Town"), a municipal corporation, located in the State of Rhode Island, and the Middletown Fraternal Order of Police, Lodge #21 (hereinafter "FOP" or "Union"), a non-business corporation, with its principal place of business located in Middletown, Rhode Island.

### **WITNESSETH:**

## **ARTICLE I. RECOGNITION OF UNION**

### **Section 1. RECOGNITION**

The Town recognizes the FOP as the sole and exclusive bargaining agent for all uniformed members of the Town of Middletown, Rhode Island Police Department, including but not limited to all positions and ranks up to and including the rank of Captain, but excluding the Deputy Chief of Police and the Chief of Police for the purposes of collective bargaining as to wages, rates of pay, hours, working conditions and all other terms and conditions of employment.

Police officers absent from service to the Town due to active military service or otherwise shall not be covered by this agreement except to the extent required by law or as expressly otherwise provided in other sections of this agreement.

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

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

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

### **Section 2. UNION DUES DEDUCTION**

The Town shall deduct FOP dues and/or assessments upon receipt of authorization of FOP members who sign lawful deduction form cards to be supplied by the FOP. The FOP President shall provide the Town thirty (30) days' notice, in writing, each time there is a change in the amount of monies to be deducted for dues and/or assessments. The Town shall forward the sum so deducted to the FOP on a quarterly basis.

FOP Service Fees. For any member of the Department who chooses not to join or to remain a member of the FOP, the FOP may charge such member a "Service Fee" on an as-needed basis, as permitted by applicable law, in accordance with the FOP's By-laws, if said individual wishes

to utilize the FOP for purposes of the Grievance Process set forth in this Agreement and/or for representation with respect to disciplinary matters in the FOP's capacity as the exclusive bargaining agent for applicable members of the Department. The City shall deduct any such applicable lawful FOP Service Fee and remit the funds to the FOP.

The FOP hereby agrees to hold the Town harmless from any claims, demands and the cost of litigation, including but not limited to its costs of defense, attorney's fees or any damages award, for any action arising under this section.

### **Section 3. TIME OFF FOR BARGAINING**

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

### **Section 4. TIME OFF FOR FOP BUSINESS**

Any police officer shall be allowed to attend Middletown Lodge #21's monthly meetings, even if such monthly meeting occurs at a time when such police officer is on duty, provided that a minimum of two (2) cruisers shall remain on active patrol and the dispatch position filled.

Middletown Lodge #21 may have a trustee to represent the interests of the local FOP unit at the state level. If the trustee is on duty at the time of the state FOP meeting, then the trustee shall be allowed to attend the monthly meeting after obtaining the approval of the patrol commander and provided that such attendance shall not adversely impact public health, safety or welfare. In the event that the trustee attends the state level meeting, the Town shall not be required to fill the trustee's position.

Attendance at the local or state meetings shall be without loss of pay and without the requirement to make up said time.

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

## **ARTICLE II. MANAGEMENT RIGHTS**

The Chief of Police shall have the right to regulate, manage and control the Police Department, except as may be modified by the terms of this Agreement and by the provisions of the Municipal Police Arbitration Act, R.I. Gen. Laws § 28-9.2-1, et seq., as amended. In accordance with Section 701 of the Town's Home Rule Charter, the Town retains the right to issue rules and regulations concerning the conduct of police officers and the Police Department. The Town shall, at all times, retain the right to manage and direct the operations of the Police Department, including, and without limiting the generality of the foregoing, the right to make such

assignments and transfers of personnel as may be deemed by the Town in the best interests of the administration of the Police Department and the safety and protection of the citizens of the Town. Nothing in this Section shall contravene or derogate from any of the provisions of this Agreement or the provisions of the Municipal Police Arbitration Act.

### **ARTICLE III. LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS**

Nothing in this Agreement is intended to deprive any bargaining unit member of the rights established by the Rhode Island Law Enforcement Officers' Bill of Rights, R.I. Gen. Laws § 42-28.6-1, et seq., as amended.

### **ARTICLE IV. TRANSFERS, ASSIGNMENTS, REASSIGNMENTS**

#### **Section 1. TRANSFERS AND ASSIGNMENTS**

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

Assignment to and from administrative positions and special assignments shall be made by the Chief. These positions and assignments include but are not limited to, hostage rescue team (HRT), public relations, meetings, seminars, schools, boat, background investigations, agility testing, drug awareness resistance education (DARE), Community Policing Unit (including K-9), honor guard, undercover (patrol), homicide (patrol), disciplinary hearings, training, court officer, range, and records. Assignments to and from these positions and special assignments shall not be utilized by the Chief to circumvent other provisions of this Agreement dealing with seniority rights, shift assignments and/or overtime.

#### **Section 2. REASSIGNMENTS**

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

### **ARTICLE V. SENIORITY**

#### **DEFINITIONS:**

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

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

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

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

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

## **ARTICLE VI. DUTIES**

### **Section 1. DUTIES**

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

### **Section 2. DETAILS TO OTHER DEPARTMENTS**

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

### **Section 3. PROHIBITED DUTIES**

No police officer shall perform any of the following functions:

- A. Manually washing or cleaning a police cruiser, marked or unmarked, while on duty or in uniform;
- B. Changing flat tires on any police cruiser, marked or unmarked, while on duty or in uniform;
- C. Installing or removing snow chains on any police cruiser, marked or unmarked, while on duty or in uniform;
- D. Washing or cleaning any building, police station or garage of the Town while on duty or in uniform;
- E. Using a personal vehicle for court;
- F. Taking or passing a physical agility test (excluding promotion and Annual Incentive Testing);

- G. Handling or transporting animals, except for duties associated with the K-9 Unit. With respect to dead animals, the officer shall be required to remove it to the side of the road if it is creating a traffic hazard.

**Section 4. CAPTAINS' DUTIES**

Police officers holding the rank of Captain shall be assigned to perform such duties as determined by the Chief of Police in his sole discretion.

**ARTICLE VII. WORK SCHEDULE**

**Section 1. UNIFORM OFFICERS' WORK SCHEDULE**

The regular work schedule for all uniform members of the Department, except for police officers in the Detective Division and those assigned to administrative duties, shall be based on an average work week consisting of thirty-seven and one-half (37 ½) hours, comprised of four (4) eight (8) hour shifts worked on successive days, followed by two (2) consecutive days off. There shall be no unpaid meal break during each shift. All such regularly scheduled shift hours worked are part of the officer's regular pay and thus pensionable.

**Section 2. DETECTIVES' WORK SCHEDULE**

The regular work schedule for police officers in the Detective Division shall consist of five (5) consecutive seven and one-half (7 ½) hour days for work followed by two (2) consecutive off.

The regular work week for such detectives shall be thirty-seven and one-half (37 ½) hours.

**Section 2.5. CAPTAINS' WORK SCHEDULE**

Police officers who hold the rank of Captain shall be assigned to work a schedule and perform such duties as determined by the Chief of Police, in his sole discretion.

**Section 3. ADMINISTRATIVE POSITIONS' WORK SCHEDULE**

Police officers—other than Captains—in administrative positions or special assignments (Article IV Sec.1) shall work either a uniform officer's work schedule (as set forth in Section 1 above) or a detective's work schedule (as set forth in Section 2 above), at the discretion of the Chief.

**Section 4. CHANGING WORK SCHEDULE**

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



## **Section 5. SHIFTS, SCHEDULES and HOURS OF WORK**

The following shifts, schedules, and hours of work are effective:

Day (first) Shift	0700 to 1500
Evening (second) Shift	1500 to 2300
Night (third) Shift	2300 to 0700

Early Person - Each of the three (3) shifts above will have one (1) officer assigned to report for duty one (1) hour early to provide coverage during shift changes.

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

## **Section 6. SUBSTITUTIONS**

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

## **Section 7. SHIFT ASSIGNMENTS**

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

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

Subject to minimum staffing provisions in Article XXIII Sec. 3, the Chief will determine the number of officers on shifts in Section 5 above.

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

**Section 8. SHIFT CHANGES BY THE CHIEF**

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

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

**Section 9. TEMPORARY SHIFT CHANGE BY OFFICERS**

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

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

**Section 10. TEMPORARY TRANSFERS**

The Chief without regard to rank seniority may make a temporary transfer of officers between divisions as long as the officer selected agrees to the transfer. In the event no officer agrees to the transfer, the officer with the least amount of department seniority on the shift where the temporary transfer is to take place, shall be assigned, provided: (a) said officer does not have his shift changed once the temporary transfer takes effect; and (b) said officer, if assigned to work a 5-2 schedule shall have weekends and holidays off. In the event the Chief decides to assign the temporary transferred officer to a 5-2 schedule with days off other than Saturday or Sunday, then the officer shall receive out-of-rank pay from the first day he is assigned to said division.

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

**ARTICLE VIII. OVERTIME**

**Section 1. OVERTIME**

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

Police officers called back to duty or assigned to work a detail for any Town department or assigned to work authorized overtime shall receive overtime rate of pay for a minimum of four (4) hours. All hours worked in excess of four (4) hours shall be paid at the overtime rate of pay to the nearest one-half (1/2) hour. In the event that call back, a Town detail or overtime



assignment is less than two (2) hours, the officer may elect to be paid for a minimum of two (2) hours and be relieved of his duty assignment. If the officer chooses to be paid for the four (4) hour minimum, then he shall work the entire four (4) hours.

## **Section 2. OVERTIME PAY COMPUTATION**

“Overtime rate of pay” shall be defined as the rate of pay computed by dividing the annual salary of the officer by 1,950 and multiplying that quotient by one and one-half (1 ½). Notwithstanding the forgoing sentence, if an officer holding the rank of Captain is assigned to work an average work week other than thirty-seven and one-half (37 ½) hours pursuant to Article VII, Section 2.5 of this Agreement, the overtime rate of pay for that individual shall be computed by dividing the annual salary of that individual by the product obtained by multiplying the average hourly work week of that individual by fifty-two (52) and multiplying that quotient by one and one-half (1 ½). The officer shall be paid in money and be compensated to the nearest one-half (½) hour.

## **Section 3. ASSIGNMENT OF OVERTIME**

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

- A. Holdover Overtime -When staffing falls below minimum levels, as detailed in Article XXIII Section 3, the Chief or his/her designee shall assign overtime in the following manner:
1. Call available officers signed up in the department overtime book.
  2. Call available officers currently on duty.
  3. If none of the above options yields an officer, the junior officer on normal tour of duty will be ordered (held over) to work.

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

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

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

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

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

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

If no lieutenants or sergeants are available to be called back, then a captain shall be called back as the supervisor for that shift, on a rotating basis.

The parties agree to reset the callback overtime rotational list for patrol officers every fiscal year at midnight on July 1st.

- C. Overtime Caused by Town Details refers to situations where officers are assigned to Town activities, including but not limited to beach patrol, voting polls, school activities, highway safety grants and traffic details. The Chief or his designee shall assign this overtime on a rotating basis.
- D. Overtime Caused by Specific Assignments refers to those situations where officers are assigned to an activity listed in Article IV Section 1 Transfers and Assignments. This overtime shall be assigned to those individuals assigned to the particular position in question.

#### **Section 4. COURT MATTERS**

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

In those situations where the twelve (12) hour written notice is not given, the officer shall receive overtime rate of pay for a minimum of eight (8) hours and shall work the entire eight (8) hours. However, if the officer chooses to work less than eight (8) hours, he/she shall only be compensated for the hours worked.

#### **Section 5. IN-SERVICE TRAINING**

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

**ARTICLE IX. PAID TIME OFF**

**Section 1. ANNUAL LEAVE**

Annual leave shall be granted based on the number of years of employment:

- |                                  |           |
|----------------------------------|-----------|
| 1. After twelve (12) months..... | 125 hours |
| 2. After five (5) years.....     | 188 hours |
| 3. After ten (10) years.....     | 251 hours |

No more than one supervisor and one patrol officer per shift may be permitted to utilize Annual Leave to take the shift off, except as otherwise permitted herein below. However, if no supervisor opts to utilize Annual Leave to take a shift off on said date, then a second patrol officer shall be permitted to utilize Annual Leave to take that shift off. Provided, however, additional supervisors and/or patrol officers may request and may be granted the ability to utilize Annual Leave on said shifts, in outstanding situations and solely at the discretion of the Chief of Police.

Moreover, the Union agrees and acknowledges that the use of Casual Time or Compensatory Time shall never result in overtime in order to fill a vacancy.

Any and all Leave posted within the parameters of this Agreement at least twenty-four hours prior to the date of Leave requested, shall not be denied outside of emergency circumstances. In such emergency circumstances, the officer shall receive notice of the reasoning behind the denial of Leave.

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

Any vacation days above the four hundred eighty (480) hour cap not used at the end of the contract year, caused by leave requests denied pursuant to this Section, are to be paid in full to a maximum of eighty (80) hours.

**Section 2. ACCUMULATED ANNUAL LEAVE**

Officers of the Town may accumulate and carry over up to four hundred eighty (480) hours of earned annual leave as of June 30 of each contract year. Such earned leave will be added to the officer's top three years of earnings upon retirement of officers eligible for and enrolled in the Town Private Pension Plan Administered by John Hancock

**Section 3. SICK LEAVE**

Two hundred twenty-four (224) hours of sick leave shall be granted per fiscal year, credited as of July 1<sup>st</sup> of each year. New hires shall be granted eight (8) hours of sick leave per pay period, after being sworn in as a probationary officer, through June 30<sup>th</sup>, granted in advance. Officers shall be granted sick leave with unlimited accumulation.

#### **Section 4. PAYMENT OF ACCUMULATED SICK LEAVE**

At the time of their retirement or death while employed with the Town, police officers shall be paid for all unused accumulated sick time. If payment is to be made for unused accumulated sick leave, either upon retirement or death of a police officer, to the police officer, his/her family or estate at time of death, it shall be paid at the rate of six dollars and seventy-five cents (\$6.75) per hour.

The above payment shall not be included for the purpose of computing the retiring officer's pension except for officers eligible for and enrolled in the Town's Private Pension Plan administered by John Hancock, as indicated below:

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

#### **Section 5. BEREAVEMENT LEAVE**

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

Additional days granted under subparagraph (b) above shall be charged to annual leave.

F. A day of Bereavement leave as used in this section shall mean an eight (8) hour day.

#### **Section 6. CASUAL LEAVE**

At the direction of the Chief or patrol commander of a particular shift, a police officer in patrol may be entitled to a minimum of one (1) hour and a maximum of eight (8) hours as time off during any working day with a total accumulation not to exceed seventy-two (72) hours in any fiscal year, without loss of pay and without the requirement to make up such time; provided, however, that such leave cannot cause overtime.

At the direction of the Chief or patrol commander of a particular shift, administrative staff may be entitled to a minimum of one (1) hour and a maximum of seven and one-half (7 ½) hours as time off during any working day with a total accumulation not to exceed thirty-six (36) hours in any fiscal year, without loss of pay and without the requirement to make up such time; provided, however, that such leave cannot cause overtime.

#### **Section 7. COMPENSATORY TIME**

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

#### **Section 8. PATERNITY/MATERNITY LEAVE**

Police officers out on an approved Family and Medical Leave Act Leave due to the birth/adoption of a child shall be allowed to convert up to one hundred twenty-six hours of accrued sick leave hours to care for the child. This leave shall run concurrently with the approved Family and Medical Leave Act Leave.

Officers who have exhausted leave under FMLA, may request leave for the birth/adoption of a child, in writing, subject to the approval of the Town Administrator, which may not be unreasonably withheld.

**ARTICLE X. HOLIDAYS**

**Section 1. PAID HOLIDAYS**

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

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

**Section 2. HOLIDAY PAY**

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

**ARTICLE XI. INJURY, DISABILITY, LIGHT DUTY**

**Section 1. INJURIES**

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

**Section 2. OTHER MEDICAL EXPENSES**

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



### Section 3. DISABILITY PENSION

1) Accidental Disability: Work-Related Illness/Injury for active participants in the Town Pension Plan administered by John Hancock

- A. When a police officer covered by this Agreement who is a member of the Town Pension Plan administered by John Hancock is deemed by a physician appointed by the Town to be totally and permanently disabled from performing the duties of a police officer of the Middletown Police Department by reason of injuries received or sickness contracted in the performance of their duties, and such disability is not the result of wanton misconduct on the part of the officer, such officer shall receive a disability pension benefit equal to 66 2/3% of his/her final salary (Final salary = average of highest 3 consecutive years wages, longevity, overtime, holiday pay, applicable severance pay). The Town shall direct the pension administrator to place such employee on a disability pension as of the first of the month following the employee's termination date. This disability pension payment is in the nature of a workers' compensation payment. The Town shall follow R.I.G.L. 45-19-1, as amended.
- B. In the event that an officer applies for a disability pension, such officer shall submit to a medical examination as set forth in section c. below. Such officer shall be considered to be permanently disabled for purposes of this section if the Town's physician or third physician concludes that the officer is permanently physically or mentally disabled from performing the duties of a police officer, and such disability is not due to age or length of service, but was incurred in the line of duty. The Town shall direct the pension administrator to place such employee on a disability pension as of the first of the month following the employee's termination date.
- C. If at any time the Town wants to verify a disability, the Town shall have the right to have such employee examined by a physician of its selection, at the Town's expense. Notification to the employee in writing of such examination shall be the responsibility of the Town, and it shall be the responsibility of the employee to keep contact information current with the Town at all times. If the physician selected by the Town finds that the employee is no longer disabled from performing the duties of a police officer of the Middletown Police Department, the employee shall be entitled to be examined by his own personal physician. Upon receipt of written notice from the Town physician that the employee is no longer disabled, the Town will notify the officer or union of this finding in writing and upon receipt of this notice from the Town, the officer or union shall have ten (10) weekdays to notify the Town of his/her intent to seek an alternate physician's opinion. If the opinion of the employee's personal physician is in conflict with that of the Town's physician as to whether or not the employee is disabled from performing the duties of a police officer of the Middletown Police Department, then a third physician, mutually agreeable to the Town's physician and the employee's personal physician, shall be selected within ten (10) weekdays. The third physician shall examine said employee promptly, and the opinion of the third physician so selected shall be conclusive and binding on the Town and Employee. During this period of dispute, the employee shall continue on work-related injury status until the opinion of the third physician has been received.

- D. The accidental disability pension benefit shall continue for the period of disability.
  - E. If an officer requests a return to duty after having been previously placed on work-related injury status under RIGL 45-19-1, or on a disability pension, the officer must formalize this request in writing to the Chief, and will then be required to pass all mental, physical and legal requirements for serving as an active police officer in the Town of Middletown. Once the officer has demonstrated to the Chief's satisfaction that he/she meets all of these eligibility requirements, the officer must then submit to a physical examination in accordance with Section 3c above. If at this time it is determined by the physician that the officer is no longer permanently physically or mentally disabled from performing the duties of a police officer, then the officer shall be reinstated to active employment in the department.
  - F. If a retiree fails to meet the requisite criteria for re-employment he/she shall be deemed to be continuously disabled and will continue to receive his/her disability pension.
  - G. The foregoing shall not apply to employees in the State of Rhode Island Employees' Retirement System or the Defined Contribution Plan, except as stated in Subsection (3) below.
- 2) Ordinary Disability: Non-Work Related Illness/Injury for active participants in the Town Pension Plan administered by John Hancock
- A. An officer who has not reached his/her normal retirement date and has completed at least ten (10) years of service with the Middletown Police Department, and who has been deemed totally and permanently disabled from performing the duties of a police officer of the Middletown Police Department due to a non-work related illness or injury, and has satisfied the requirements of such disability under the Town pension plan, shall be entitled to an ordinary disability retirement on the first of the month following the officer's disability date. This benefit shall continue until the earlier of the following dates, either the officer's date of death, normal retirement date, or the first day of the month following notice to the pension administrator that the officer has recovered from the disability. The process outlined in item 1) C. above would be used for the purposes of verifying the continuation/discontinuation of an ordinary disability pension.
  - B. The amount of the monthly ordinary disability shall be equal to one-twelfth of the yearly amount of pension benefit to which the officer would be entitled to on such disability date if such disability date were his normal retirement date.
- 3) Accidental Disability: Work-Related Illness/Injury for active participants in the Defined Contribution Plan
- A. When a police officer who is a member of the Defined Contribution Plan is deemed by a physician appointed by the Town to be totally and permanently disabled from performing the duties of a police officer of the Middletown Police Department by reason of injuries received or sickness contracted in the performance of their duties, and such disability is



not the result of wanton misconduct on the part of the officer, such officer shall be granted an accidental disability retirement and shall be provided by the Town a disability retirement allowance of sixty-six and two-thirds percent (66 2/3 %) of the retired officer's annual salary, plus longevity, at the time of retirement.

- B. The provisions of Paragraphs B. through G. of Subsection 1) of this Section 3: DISABILITY PENSION, above shall apply to an officer who is eligible to receive an accidental disability pension pursuant to this section.

#### **Section 4. LIGHT DUTY**

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



supervisors.

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

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

## **Section 2. DETAIL PAY**

Bargaining unit officers, working private details, shall be paid at the rate of one and one-half (1 ½) times the top Patrol Step regular rate of pay, rounded to the nearest dollar, with a four (4) hour minimum. Any detail that runs longer than fifteen minutes (1/4 of an hour) over the four (4) hour minimum shall be paid to the next hour. Officers working for more than eight (8) consecutive hours at a private detail shall be paid at the rate of one and one-half (1 ½) times the above stated rates. Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be compensated at double the regular rate for details.

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

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

## **ARTICLE XIV. HEALTH INSURANCE**

### **Section 1. HEALTH INSURANCE**

Active police officers of the Town shall receive the following health insurance coverage, with co-payment required by those detailed in Article XV Section 1:

- 1) A High Deductible Health Savings Account Plan with the following components:
  - For employees sworn in before July 1, 2018: A \$1,500 (individual plan) / \$3,000 (family plan) standard deductible. The Town will advance to the employee's Health Savings Account in the first pay period in July up to \$3,000 for a family plan and up to \$1,500 for an individual plan. The Town's advance shall be repaid by the employee in full in approximately equal installments in each pay period during the fiscal year. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the Town's advance in full, which the Town may deduct from such employee's final paycheck.
  - Employees sworn in on or after July 1, 2018:

A \$2,000 (individual plan) / \$4,000 (family plan) standard deductible. The Town will advance to the employee's Health Savings Account in the first pay period in July up to \$4,000 for a family plan and up to \$2,000 for an individual plan. The Town's advance shall be repaid by the employee in full in approximately equal installments in each pay period during the fiscal year. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the Town's advance in full, which the Town may deduct from such employee's final paycheck.

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

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

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

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

## **Section 2. HEALTH INSURANCE WAIVER**

If family health coverage is available to a police officer through a spouse's plan or military plan, the police officer may elect to be covered under that plan. Upon coverage under a spouse's plan or military plan, the police officer shall be paid a sum equal to fifty percent (50%) of the difference between the Town's cost for family health coverage and the Town's cost for individual health coverage.

If individual health coverage is available to a police officer through a parent's plan or military plan, the police officer may elect to be covered under that plan. Upon coverage under a parent's plan or military plan, the police officer shall be paid a sum equal to twenty-five-percent (25%) of the difference between the Town's cost for family health coverage and the Town's cost for individual health coverage.

Police officers shall be paid a lump sum at the end of the fiscal year equal to the total amount calculated above, which shall be pro-rated for periods in which health insurance was waived.

**Section 3. HEALTH INSURANCE - RETIRED MEMBERS**

Police officers of the Town, sworn in prior to July 1, 2018 and retiring on or after August 14, 2017, shall receive the following health insurance:

- A High Deductible Health Plan with a \$1,500 (individual plan) / \$3,000 (family plan) standard deductible. The retiree shall be responsible for the entire deductible.
- Such retirees shall be required to pay two and one-half (2.5%) percent of their health insurance premiums in retirement.
- Such retirees shall enroll in Medicare upon eligibility. The Town shall cover 100% of the cost of a Medicare Supplement plan for each of the retiree and his/her spouse upon Medicare eligibility. Prior to age sixty-five (65), the spouse and any dependents under the age of nineteen (19) will be covered by the High Deductible Health Savings Account plan as detailed in Section 1 above.

Police officers of the Town, sworn in on or after July 1, 2018, and retiring from the Town, shall receive the following health insurance:

- A High Deductible Health Plan with a \$2,000 (individual plan) / \$4,000 (family plan) standard deductible. The retiree shall be responsible for the entire deductible.
- Such retirees shall be required to pay twenty (20%) percent of their health insurance premiums in retirement.
- Such retirees shall enroll in Medicare upon eligibility. The retiree shall be required to contribute fifty (50%) percent of the cost of a Medicare Supplement plan for each of the retiree and his/her spouse upon Medicare eligibility.

The above medical insurance terminates when retired police officer is deceased.

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

**Section 4. HEALTH INSURANCE PLAN**

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

**ARTICLE XV. HEALTH CONTRIBUTION, AGILITY INCENTIVE**

**Section 1. HEALTH & WELFARE CONTRIBUTION**

All active police officers agree to contribute two and one half (2.5%) percent of the cost of their health insurance premiums as set forth in Article XIV above. The annual contribution shall be made over twenty-four (24) pay periods by deduction from the police officer's bi-weekly paycheck.

**Section 2. PHYSICAL AGILITY INCENTIVE**

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

**ARTICLE XVI. PROMOTIONS, TESTING**

**Section 1. PROMOTIONS - ELIGIBILITY REQUIREMENTS**

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

<u>POSITION</u>	<u>SERVICE REQUIREMENT</u>
Sergeant	Service as a patrol officer for five (5) or more years
Lieutenant	Service as a Sergeant
Captain	Service in the Middletown Police Department as a patrol officer or higher rank for ten (10) or more years, three (3) or more of the aforementioned years must have been in the service as a Lieutenant or higher; and such Service Eligibility requirements must be satisfied as of the date on which the Town provides the vacancy notice described in Section 2, Subsection (2)(A) below.

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



**Section 2. PROMOTION TESTING**

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

- A. There will be a written examination emphasizing state and local questions by a testing company selected by the Town Administrator and administered by the Town Human Resources Manager or Designee during the course of this Agreement. Maximum score attainable in the written examination shall be 100 points. The Town Human Resources Manager or Designee shall forward the candidates' test scores to the Chief and FOP President. A grade of seventy percent (70%) must be attained on any written promotional examination for a candidate to proceed further in the promotional process.
- B. No promotional examination shall be given without notice to all eligible employees of the Department at least sixty (60) days prior to the date set for the examination. Notice posting said notice on the Department bulletin board shall satisfy provision. In emergency situations, the sixty (60) day notice requirement shall be shortened by mutual agreement of the parties. Any promotional examination notice shall contain source materials from which the written examination will be compiled.
- C. A police officer shall receive one-half (½) point for each year of continuous service to a maximum of ten (10) points.
- D. Education points shall be awarded in accordance with the following schedule:

Associates Degree	1 point
Bachelor's Degree	2 points
Masters Degree or Juris Doctor	3 points

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

- E. There shall be a physical agility test similar to that given by the Rhode Island Municipal Police Training Academy for entrance into the academy, which shall consist of five (5) events. For each event successfully completed, the candidate shall be awarded one-half (½) point. In those cases where a candidate successfully completes all five (5) events, he/she shall receive a total of three (3) points. A certified instructor of the Rhode Island Municipal Police Training Academy shall administer such physical agility test. However, said instructor shall not be an employee of the town.
- F. In those situations where there are fewer than three (3) officers eligible to take the promotional examination or desire to take the promotional examination (as set forth in Section 1 of this Article), five (5) points are to be added to those individuals who were originally eligible.
- G. A performance evaluation panel selected by the Police Chief, consisting of two Middletown police officers and one officer from outside the Middletown police department, shall award a maximum of four points to each candidate based on their evaluation, prior to the written examination being administered. In the event a third officer

from outside the Middletown police department is not available, the Police Chief will select an officer from the department instead.

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

Upon completion of the examination process, a promotional list shall be prepared and posted within ten (10) days after the examination results have been received by the Town Human Resources Manager or Designee. The order of appearance shall be determined by a composite score of all portions of the examination process (A-F above). Should there be a tie on the promotional list, said tie shall be broken in accordance with §37.032 of the Town Code.

2. Promotions to the rank of Captain shall be made pursuant to the following process:
  - A. All eligible employees shall be given thirty (30) days' advance written notice that a promotional opportunity to the rank of Captain is available. The notice posted on the Departmental bulletin board shall satisfy the written notice requirement.
  - B. After the expiration of the 30-day notice period described in subsection 2.A. above, selection of an eligible employee for promotion to the rank of Captain shall be made by the Chief, with the approval of the Town Administrator, based upon a review of each eligible employee's submission of a cover letter, oral interview, professional profile/resume and past work history. The cover letter, professional profile/resume and past work history shall be submitted by the eligible employees after the expiration of the 30-day notice period described in subsection 2.A. above, and the oral interview shall take place after the submission of said documents and information by the eligible employees.
  - C. Eligible employees who are not selected for promotion to the rank of Captain shall not be able to grieve the process under the CBA's grievance provisions; provided however, such employees shall be permitted to request and receive a meeting with the Chief of Police solely for purposes of discussing any recommendations the Chief may have with respect to the employee's cover letter, oral interview, professional profile/resume and/or past work history, for future Captains promotional processes.

### **Section 3. FILLING VACANCIES**

Promotional examinations shall be given within ninety (90) days from the date the promotional list is depleted or when the promotional list has expired, whichever occurs first.

If there is an active promotional list, a vacancy in any rank shall be filled within thirty (30) days of its occurrence, unless during that same thirty (30) day period the Chief advises the FOP



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

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

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

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

## **ARTICLE XVII. RULES, CRIMINAL CHARGES, REPRIMANDS**

### **Section 1. RULES AND REGULATIONS**

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

### **Section 2. CRIMINAL CHARGES**

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

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

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

### **Section 3. LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS**

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

#### **Section 4. REMOVAL OF REPRIMANDS AND SUSPENSIONS**

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

### **ARTICLE XVIII. EDUCATIONAL BENEFITS**

#### **Section 1. EDUCATION BENEFITS**

A police officer desiring to avail himself of the provisions of this Article, shall make written application to the Chief at least thirty (30) days prior to the commencement of the course or the enrollment.

The Town shall pay the complete tuition fee and expenses for books, supplies (not to include computers, laptops, tablets, printers, or other like hardware peripherals and personal productivity software (application software dedicated to producing information, such as documents, presentations, worksheets, databases, charts, graphs, digital paintings, electronic music and digital video, such as Microsoft Office Suite) and graduation fees incurred by police officers of the Town who are enrolled in a degree course or in any law enforcement course to include NEASC accredited institutions only, or at a police training school. To the extent not mentioned in RIGL 42-28.1-4, as amended, such courses and schools or colleges shall be subject to the approval of the Chief. A police officer shall provide proof of satisfactory completion of all courses to the Chief or his designee.

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

#### **Section 2. UNSUCCESSFUL COMPLETION OF COURSE**

If a police officer does not successfully complete a course, said officer shall refund the Town for all costs associated with the failed course within one hundred-eight (180) days from the notification of failure. The Town may garnish said officer's wages in accordance with a payment plan coordinated with the Finance Director, if officer does not pay within one hundred-eighty (180) days. Said payment plan shall not extend for more than one hundred-eighty (180) days, or said officer will pay in full via payroll garnishment upon termination of employment.

Unsuccessful completion means a failure and/or withdrawal from the course for reasons other than a medical hardship and/or death of a household family member.

**Section 3. BOOKS FURNISHED**

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

**Section 4. TRAINING ACADEMY COSTS**

The parties understand that probationary police officers, within ninety days of appointment as such, are required by the Town to execute an agreement in a form satisfactory to the Town requiring that they repay costs incurred by the Town, other than salary and health benefits, related to their attendance at the Rhode Island Municipal Police Training Academy in the event that they voluntarily leave employment with the Town within a specific time period after graduation from the Academy according to the following schedule:

Repayment	Time period after graduation
Pay in full all costs incurred	If they leave employment within two (2) years of graduation
Repay three-quarters (¾) of costs	If they leave the employment of the Town more than two (2) years but less than three (3) years after graduation
Repay one-half (½) of costs	If they leave the employment of the Town more than three (3) years but less than four (4) years after graduation
Repay one-quarter (¼) of costs	If they leave the employment of the Town more than four (4) years but less than five (5) years after graduation

Included within the amounts to be repaid, but in no way limiting the same, shall be the cost of books, tuition (if any is paid), uniforms, other school materials and costs incurred by the Town in collecting such sums (including reasonable attorneys' fees) from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period.

**ARTICLE XIX. UNIFORMS AND EQUIPMENT**

**Section 1. UNIFORMS AND EQUIPMENT**

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

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

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

**Section 2. REPLACING UNIFORMS AND EQUIPMENT**

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

**Section 3. UNIFORM MAINTENANCE ALLOWANCE**

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

FY2022:	\$1,350.00
FY2023:	\$1,350.00
FY2024:	\$1,350.00

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

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

**Section 4. RETURN OF UNIFORMS**

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

**Section 5. POLICE CARS**

Police cars shall be furnished with air conditioning, flashlight holder, police radio as well as other items deemed to be in the manufacturer’s “police package”.

**Section 6. MEAL ALLOWANCE**

Police officers attending seminars or otherwise on police department business, in excess of one (1) day and off Aquidneck Island, shall be given a per diem meal allowance equal to the daily meal per diem allowance, which shall only include allowances for continental breakfast/breakfast, lunch, and dinner, and which shall exclude incidentals, as published by the United States Governmental Services Administration (GSA). Police officers attending seminars

or otherwise on police department business within commuting distance (i.e., does not require overnight lodging), will receive a per diem meal allowance of \$20.00.

## **ARTICLE XX. PROFESSIONAL LIABILITY INSURANCE**

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

## **ARTICLE XXI. GRIEVANCE PROCEDURE**

### **Section 1. GRIEVANCE DEFINED**

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

### **Section 2. GRIEVANCE PROCEDURE**

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

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



Administrator, the Town Administrator shall meet with the Chief, aggrieved officer and the FOP President or his designee, as well as any other individuals involved in the grievance. The Town Administrator shall preside over the meeting and hear the facts of the grievance.

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

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

## **ARTICLE XXII. PENSION PLAN**

### **Section 1. PENSION PLAN ELIGIBILITY**

For police officers sworn in as full-time police officers before January 1, 2000, the Town shall retain the retirement income benefits heretofore in effect relating to police officers eligible for and enrolled in the Town Private Pension Plan Administered by John Hancock, which provides for eligibility for retirement after the completion of twenty (20) years of continuous service with no age limitations. Police officers may elect to continue employment until the age of seventy (70) pursuant to Section 7-60 of the Middletown Code. (37.104)

### **Section 2. PENSION PLAN COST**

For police officers sworn in as full-time police officers before January 1, 2000, the cost of the Town retirement income plan, administered by John Hancock, shall be funded by contributions of seven percent (7%) of the gross annual earnings of each police officer in the plan, and such contributions shall be taken on a pretax basis (subject to agreement with the other participating bargaining units), and the remaining cost shall be funded with contributions from the Town.

### **Section 3. PENSION BENEFITS**

For police officers sworn in as full-time police officers before January 1, 2000, pension benefits shall accrue and be paid based upon the terms and conditions set forth for Middletown police officers in Group Annuity Contract 795 as amended, between the Town of Middletown and John Hancock Mutual Life Insurance Company. Annual retirement income shall be equal to the product of two and one-half percent (2 ½%) hereinafter "Retirement Percent", of the highest average salary received in three (3) consecutive years of total service, plus up to sixty (60) days annual leave, and up to twenty-five (25) days of sick leave for those who have accrued this time (per option in Article IX Section 4), and the number of years and completed months of continuous service. A maximum benefit of seventy per cent (70.0%) of the average of the officer's three (3) highest consecutive years of continuous service shall become effective for all police officers hired on or after July 1, 1986. For retirees retiring with at least twenty (20) years of service after July 1, 1992, the Retirement Percent shall be two and three-quarters (2.75%) and

for retirees retiring with at least twenty (20) years of service retiring after July 1, 2003, the Retirement Percent shall be three (3.0%) per year.

#### **Section 4. PENSION ADMINISTRATION**

Parties agree that the Town may employ or retain any administrator, John Hancock or otherwise for purposes of investing, assisting the Town in determining and altering investment strategies from time to time and otherwise administering the plan in place for police officers sworn in as full-time police officers before January 1, 2000, and its funds, provided however that benefits owed present and future retirees shall not be affected by any change in administrator, investments or investment strategies, as the parties intend that to be a defined benefit plan.

#### **Section 5. LOCAL PENSION PLAN**

The Town of Middletown shall continue the terms of its Local Pension Plan set forth in Group Annuity Contract 795, as amended, between the Town of Middletown and John Hancock Mutual Life Insurance Company (“Local Pension Plan”) for police officers sworn in as full-time police officers before January 1, 2000. For those police officers enrolled in the Local Pension Plan as of the date of ratification of this Agreement, the pension benefits shall accrue and be paid to such eligible police officers based on the applicable terms and conditions set forth in the Local Pension Plan.

#### **Section 6. MERS PENSION PLAN**

Police officers sworn in as full-time police officers on or after January 1, 2000 and before July 1, 2021, shall, in lieu of enrollment in the Local Pension Plan, be enrolled in the Optional Retirement for Members of Police Force and Fire Fighters, Rhode Island Municipal Employees Retirement System, R.I. Gen. Laws §45-21.2, as amended, (“MERS Pension Plan”). Membership eligibility and contribution requirements shall be set forth in the MERS Pension Plan, as amended.

Police officers retiring under the MERS Pension Plan shall receive a cost of living adjustment in accordance with R.I. Gen. Laws §45-21-52, as amended.

#### **Section 7. DEFINED CONTRIBUTION PLAN**

Police officers sworn in as full-time police officers on or after July 1, 2021, shall, in lieu of enrollment in either the Local Pension Plan or the MERS Pension Plan, be enrolled in the TIAA-CREF Qualified 401(a) Defined Contribution retirement plan sponsored by the Town of Middletown (referred to herein as the “401(a) Plan” or the “Defined Contribution Plan”). Following the execution of this Agreement, the terms of the Defined Contribution Plan referenced herein as applied to police officers enrolled therein shall be incorporated into this Agreement in full by reference, and shall not be amended (other than the amendment of the Plan to include police officers sworn in on or after July 1, 2021 as eligible participants) without the agreement of the FOP. Said Defined Contribution Plan shall include provisions stating, among other things, that the Town of Middletown shall contribute 4% of the base salary, plus longevity, of each officer enrolled in the 401(a) Plan; that such officers enrolled in the 401(a) Plan will

have the option to contribute, on a voluntary basis, up to the maximum amount permitted under applicable law; and that such officers shall be subject to three-year vesting rights.

## **ARTICLE XXIII. STAFFING**

### **Section 1. STAFFING**

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

Provided however, the aforementioned staffing figures shall not be deemed to be mandatory minimums and may be reduced by the Town through attrition (or through Layoffs, as provided below) at the Town's sole discretion. In any event, the Town shall meet and confer with the FOP prior to undertaking any reduction in staffing, to discuss the effects of such reduction.

### **Section 2. LAYOFFS**

In the event that there are more than thirty-eight (38) full-time police officers employed by the Town and it becomes necessary for the Town to lay off police officers down to thirty-eight (38) officers, then those police officers with the least amount of department seniority shall be laid off first (See Article V on department seniority.) An officer's prior service in another Town department is not part of department seniority for the purposes of this Section. The last laid off police officer shall be the first to be rehired, provided that the police officer to be rehired has not been on layoff for a period greater than twelve (12) months.

Provided however, in the event that the Town experiences a fiscal crisis or fiscal emergency, including but limited to: a significant reduction in annual State of Rhode Island Direct Aid or Pass-Through Aid payments to the Town, a significant reduction in the Town's unassigned Fund Balance for its General Fund, a significant reduction in the Town's assets or revenues, an increase in the Town's liabilities or expenditures, and/or changes in population, then the Town shall have the right to lay off police officers to a figure below thirty-eight (38) officers. In such instance, the lay-off procedure shall be in accordance with the seniority provisions set forth in the Section on Seniority. Provided however, the Town shall meet and confer with the FOP prior to undertaking any such lay-offs, to discuss the effects of such reduction.



**Section 3. MINIMUM STAFFING**

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

	Months	Hours	Exception
1.	January 1 <sup>st</sup> thru December 31 <sup>st</sup>	2300 thru 0800	Required number of minimum patrol officers assigned to road duty shall be reduced by one (1)
2.	January 1 <sup>st</sup> thru December 31 <sup>st</sup>	1100 thru 1500	Required number of minimum patrol officers assigned to road duty shall be reduced by one (1)

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

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

Police officers promoted to the rank of Captain and further assigned to the Operations Division shall, when on duty, be counted towards the requirements to staff supervisory police officers under this Section; however, they shall not count towards the requirement to staff non-supervisory police officers under this Section.

**Section 4. CALLBACK TO MEET MINIMUM STAFFING**

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

In calling back police officers under this Section, the Town shall call back those officers holding the same rank as the officers being replaced. (For the purpose of this Section, officers holding the rank of Detective and Patrol Officer shall be considered as holding the rank of Patrol Officer.) Callback shall be conducted in accordance with the terms set forth in Article VIII Section 3.

**Section 5. DISPATCH**

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

**ARTICLE XXIV. TERMS OF AGREEMENT**

**Section 1. COMPLETE AGREEMENT**

This Agreement sets forth all benefits, covenants, provisions, agreements, conditions and understandings between the parties, and there are no benefits, covenants, promises, agreements, conditions or understandings, either oral, written or by past practice between the parties other than as set forth herein.

**Section 2. DURATION OF AGREEMENT**

This Agreement shall be for the term beginning July 1, 2021 and ending June 30, 2024.

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IN WITNESS WHEREOF the Town of Middletown has caused this instrument to be executed and its corporate seal affixed by Robert Sylvia, Town Council President of the Town of Middletown, thereunto duly authorized by the Town Council of the Town of Middletown as of the day and date first above written and the Fraternal Order of Police Middletown Lodge #21, has caused this instrument to be executed and its corporate seal to be affixed by David Guerriero, President of the Fraternal Order of Police Middletown Lodge #21 as of the day and date first above written, to this instrument and to the one of like tenor.

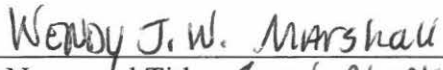
TOWN OF MIDDLETOWN

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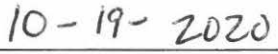
  
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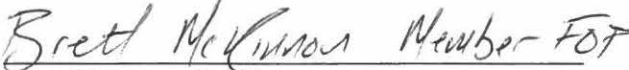
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**Appendix A**

**FOP Middletown Lodge #21  
Salary Table  
FY2022-FY2024**

	0%	1%	2%
	7/1/2021	1/1/2023	6/30/2024
	FY2022	FY2023	FY2024
Recruit-Municipal Academy	\$45,447.63	\$45,902.11	\$46,820.15
Patrol-Probationary	\$47,972.81	\$48,452.54	\$49,421.59
Patrol-Step 1	\$55,777.43	\$56,335.20	\$57,461.90
Patrol-Step 2	\$59,244.60	\$59,837.05	\$61,033.79
Patrol-Step 3	\$62,708.41	\$63,335.49	\$64,602.20
Patrol-Step 4	\$65,216.75	\$65,868.92	\$67,186.30
Patrol-Step 5	\$67,147.58	\$67,819.06	\$69,175.44
Patrol-Step 6	\$71,203.55	\$71,915.59	\$73,353.90
Detective	\$76,187.37	\$76,949.24	\$78,488.22
Sergeant	\$76,187.37	\$76,949.24	\$78,488.22
Lieutenant	\$81,521.11	\$82,336.32	\$83,983.05
Captain	\$87,227.59	\$88,099.87	\$89,861.87