



International Brotherhood of Police Officers  
Local #472

&

Town of East Greenwich, Rhode Island

Agreement

For  
2022-2025



# Table of Contents

<b>AGREEMENT</b> .....	<b>5</b>
<b>ARTICLE 1</b> .....	<b>5</b>
<i>Section 1-Recognition</i> .....	<b>5</b>
<b>ARTICLE 2</b> .....	<b>5</b>
<i>Section 1 -Union Security</i> .....	<b>5</b>
<i>Section 2 - Dues Deductions</i> .....	<b>6</b>
<b>ARTICLE 3</b> .....	<b>7</b>
<i>Section 1 - Management Rights</i> .....	<b>7</b>
<b>ARTICLE 4</b> .....	<b>7</b>
<i>Section 1 - Seniority</i> .....	<b>7</b>
<i>Section 2 - Seniority Determination</i> .....	<b>9</b>
<i>Section 3 - Seniority List</i> .....	<b>9</b>
<b>ARTICLE 5</b> .....	<b>9</b>
<i>Section 1 - Vacancies</i> .....	<b>9</b>
<i>Section 2 - Temporary Service Out Of Ranks</i> .....	<b>9</b>
<i>Section 3- Patrol Division Structure</i> .....	<b>10</b>
<i>Section 4 - Change in Work Schedule</i> .....	<b>10</b>
<i>Section 5 - Duty Personnel</i> .....	<b>10</b>
Shift Supervision.....	<b>10</b>
<i>Section 6 - School Resource Officers</i> .....	<b>11</b>
<i>Section 7 – Captain Position</i> .....	<b>12</b>
<i>Section 8 - Details</i> .....	<b>12</b>
<i>Section 9 - Extra Duty and Special Details</i> .....	<b>13</b>
<i>Section 10 - Compensation for Details</i> .....	<b>15</b>
<i>Section 12 - Special Detail Rate on Holidays</i> .....	<b>16</b>
<i>Section 13 - Departmental Meetings</i> .....	<b>16</b>
<i>Section 14 - Quarterly Staff Meetings</i> .....	<b>17</b>
<i>Section 15 – Computerized Detail System</i> .....	<b>17</b>
<b>ARTICLE 6</b> .....	<b>17</b>
<i>Section 1 - Promotions</i> .....	<b>17</b>
<b>ARTICLE 7</b> .....	<b>19</b>
<i>Section 1 - Grievance Procedure</i> .....	<b>19</b>
<b>ARTICLE 8</b> .....	<b>20</b>
<i>Section 1 - Arbitration</i> .....	<b>20</b>
<b>ARTICLE 9</b> .....	<b>21</b>
<i>Section 1 - Work Cycle</i> .....	<b>21</b>
<i>Section 2 – Five (5) &amp; Two (2) Schedules</i> .....	<b>21</b>
<i>Section 3 – Substitutions</i> .....	<b>22</b>
<i>Section 4 - Overtime</i> .....	<b>22</b>
<i>Section 5 - Call Back Pay</i> .....	<b>22</b>
<i>Section 6 - Other Duty</i> .....	<b>23</b>

Section 7 - Response Prior to Duty .....	23
Section 8 - Vin Check Duty .....	23
ARTICLE 10 .....	23
Section 1 - Collective Bargaining and Negotiating Committee.....	23
ARTICLE 11 .....	24
Section 1 - Regional Meeting. I.B.P.O. ....	24
Section 2 - Tri-Annual Convention. I.B.P.O. ....	24
Section 3 - Union Bulletin Board .....	24
ARTICLE 12 .....	24
Section 1 - Review of Personnel File .....	24
ARTICLE 13 .....	25
Section 1 - Member Materials.....	25
ARTICLE 14 .....	25
Section 1 - Uniforms and Allowance.....	25
Section 2 - Uniform Maintenance Allowance.....	26
Section 3 - Dress Blouse.....	26
Section 4 - Detective Division Transfers.....	26
ARTICLE 15 .....	27
Section 1 - Holidays.....	27
Section 2 - Holiday Pay.....	27
ARTICLE 16 .....	27
Section 1 - Vacations.....	27
Section 2 - Unused Vacation .....	29
Section 3 - Vacation Carryover.....	29
Section 4 -Use of Comp-Time.....	29
ARTICLE 17 .....	31
Section 1 - Longevity Pay.....	31
Table 1 .....	31
Table 2 .....	32
Table 3 .....	32
ARTICLE 18 .....	32
Section 1 - Court Time Wages .....	32
Section 2 - Mileage Reimbursement.....	33
ARTICLE 19 .....	33
Section 1 - Wage/Salary Schedule.....	33
July 1, 2022 – 3% increase.....	34
July 1, 2023 – 3% increase.....	34
July 1, 2024 – 3% increase.....	34
ARTICLE 20 .....	35
Section 1 – Retirement and Pensions .....	35
Section 2 - Cost of Living Adjustment .....	35
Section 3 - Notice .....	35

<b>ARTICLE 21</b> .....	<b>36</b>
<i>Section 1 - Bereavement Leave</i> .....	<b>36</b>
<i>Section 2 - Inoculation Expense</i> .....	<b>36</b>
<i>Section 3 - Personal Days</i> .....	<b>36</b>
<i>Section 4 - Life Insurance Policy</i> .....	<b>37</b>
<i>Section 5 - Medical Insurance</i> .....	<b>37</b>
Health Saving Account (HSA) .....	<b>37</b>
Retirement .....	<b>39</b>
<i>Section 6 - Delta Dental Plan</i> .....	<b>40</b>
<i>Section 7 - Sick Leave</i> .....	<b>41</b>
<i>Section 8- Illness and Injuries</i> .....	<b>42</b>
<i>Section 9- Light Duty Policy</i> .....	<b>43</b>
<i>Section 10 - Present Benefits</i> .....	<b>44</b>
<b>ARTICLE 22</b> .....	<b>44</b>
<i>Section 1 - Fitness Standards</i> .....	<b>44</b>
<b>ARTICLE 23</b> .....	<b>44</b>
<i>Section 1 - Police Cars</i> .....	<b>44</b>
<i>Section 2 - Traffic Flow</i> .....	<b>45</b>
<b>ARTICLE 24</b> .....	<b>45</b>
<i>Section 1 - School Travel Expense</i> .....	<b>45</b>
<b>ARTICLE 25</b> .....	<b>45</b>
<i>Section 1 - Personal Property</i> .....	<b>45</b>
<b>ARTICLE 26</b> .....	<b>46</b>
<i>Parental Leave</i> .....	<b>46</b>
<i>Section 1 - Duration</i> .....	<b>46</b>
<i>Section 2 - Return to Work</i> .....	<b>46</b>
<b>ARTICLE 27</b> .....	<b>47</b>
<i>Maternity Leave</i> .....	<b>47</b>
<i>Section 1 - Duration</i> .....	<b>47</b>
<i>Section 2 - Notification</i> .....	<b>47</b>
<i>Section 3 - Payment</i> .....	<b>47</b>
<i>Section 4 - Return to Work</i> .....	<b>48</b>
<b>ARTICLE 28</b> .....	<b>48</b>
<i>Death In The Line Of Duty</i> .....	<b>48</b>
<b>ARTICLE 29</b> .....	<b>48</b>
<i>Severability of Provisions Clause</i> .....	<b>48</b>
<b>ARTICLE 30</b> .....	<b>48</b>
<i>Section 1 - Duration of This Agreement</i> .....	<b>48</b>
<b>Exhibit A - Health Insurance and Dental Benefits</b> .....	<b>49</b>



## AGREEMENT

Pursuant to the provisions of § 28-9.2 of the Public Laws of the State of Rhode Island 1963, entitled "Municipal Police Act" which provides for Settlement of Disputes Concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments", this AGREEMENT is made and entered into this 1st day of July, 2022 by and between the TOWN OF EAST GREENWICH, acting through its Town Manager, herein referred to as "THE TOWN", and Local Number 472, International Brotherhood of Police Officers, herein referred to as the "UNION".

### ARTICLE 1

#### Section 1-Recognition

The Town hereby recognizes and acknowledges that Local Number 472 International Brotherhood of Police Officers, is the exclusive bargaining agent for all members of the Police Department of the Town of East Greenwich, exclusive of the Chief of Police and the Major, from rank of 3rd Class Officer up to including the rank of Captain for the purposes of collective bargaining and entering into agreements relative to wages and rates of pay, hours, assignments, working conditions and other terms of employment. A regular member of the Department shall be defined as any member of the Department who has successfully completed his/her probation."

### ARTICLE 2

#### Section 1 -Union Security

All regular members employed by the Police Department of the Town of East Greenwich shall have the right to voluntarily join the Union or refrain from so joining. A member may choose (1) to become a Union member and pay membership dues, or (2) pay to the I.B.P.O. an agency service fee in an amount determined by the I.B.P.O. or (3) opt to not pay either membership dues or agency

service fee. If the employee chooses this option, he will neither be a member or entitled to representation from the I.B.P.O.

**Section 2 - Dues Deductions**

A. Upon receipt of an individually signed authorization by a regular member of the Police Department and approved by the Union President, the Town agrees to deduct regular dues or Agency Service Fee from the weekly salary due such member and shall forward such deductions to the International Brotherhood of Police Officers, Attention of the Comptroller, 159 Burgin Parkway, Quincy, Massachusetts 02169, or as designated in writing by the Union Executive Committee. However, if an employee has no check coming to him, or the check is not large enough to satisfy the assignment, then and in that event no deduction will be made from said employee for that week.

If is further agreed that, if the Union shall increase its weekly dues or voluntary service fee payment by its members, upon written authorization from the Union President, said deductions shall be made in the amount of said certification. Notification from the Union of any dues change shall be provided to the Town thirty (30) days prior to its effective date and such change shall be incorporated in this Agreement as an addendum thereto and shall appear as “Addendum Number One”, properly executed and attached thereto. The Union agrees to hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of the deduction of Union dues or an agency fee under this Article 2.

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.

### ARTICLE 3

#### Section 1 - Management Rights

Nothing herein contained shall be construed to limit in any way the right of the Town to regulate, manage and control the Police Department in accordance with State Law, the Town's Home Rule Charter and local ordinances. The Town shall retain the right to issue rules and regulations, orders and policies, governing the operation and conduct of the Police Department.

### ARTICLE 4

#### Section 1 - Seniority

The regular members of the Police Department shall have seniority rights in grade, and said seniority, insofar as practicable, shall prevail with regard to the following with exception to other divisions or departments where there shall be an adaptability examination given and this will be scored the same as promotional examinations.

- A. Transfer to shifts, beats, or posts shall be by seniority only, however, the Chief of Police shall have a right to assign personnel for a period not to exceed thirty (30) days in any one year to other beats or posts. Divisional transfers shall be subject to no more than a one hundred and eighty (180) day trial period. The transfer shall be considered complete if the officer has not been reassigned to his/her former position by the end of the trial period. In the event the officer transferred does not perform to the reasonable satisfaction of the Chief of Police, the position shall then be offered to the next officer on the examination list. Removal during or after the trial period shall be subject to grievance procedures. Notwithstanding any other article or section of this contract, the Chief of Police may transfer any supervisory personnel to any shift in the department for a period not to exceed thirty (30) days, due to a shortage of members of the permanent Police Department. Transfers shall be made subject to seniority provisions.
- B. Days off, holidays, vacations, and any and all like circumstances or situations by whatever name they may be given; however, a senior officer may reject the position or benefits at his/her discretion. Further, in the event that any officer shall reject the position or benefits,



it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority rights would prevail.

- C. In order for an officer to be eligible for a lateral transfer to the Investigative Division, said officer shall have been a full-time member of the Police Department for two (2) consecutive years. Lateral transfers to the Investigative Division shall be subject to an Investigative Division adaptability examination process. This examination process shall be conducted and graded under the same procedure as a promotional examination, with the exception of the reading list time, which shall be contingent on the written test publisher's recommendations. This examination process shall be subject to no more than a one hundred and eighty (180) day probationary period. Once the list is established, it will remain in effect for two (2) years. Transfers to the Investigation Division shall be made from the top three (3) candidates in accordance with the terms and conditions of the Agreement, the Home Rule Charter, Town Ordinances, and the Rules and Regulations of the Police Department. Temporary assignments may be made by the Chief of Police to any division but shall not exceed one hundred and eighty (180) days. It shall not be used for accumulation of seniority in the respective grade.
- D. Seniority rights by regular members of the Police Department may only be exercised on January 1 of each year for beats or shifts, or when an opening is available. Bids must commence and be completed no later than December 1<sup>st</sup> of the preceding year to insure there is adequate time to effectuate the process.
- E. When a recognized vacancy exists due to retirement, resignation, or finalized termination, the Town agrees to fill such vacancy with a qualified individual who will be appointed within twenty-five (25) days from the date of graduation from the first available Police Training Academy, provided graduation rating indicates said person is qualified. Reference above is to the R.I. Municipal Police Academy (or other agency meeting State requirements).
- F. Time served in the Investigative Division shall determine the seniority of the Division, except temporary assignments shall not be counted.

The Chief of Police shall have the right to assign newly hired police officers for a period not to exceed one hundred and twenty (120) days to each shift, beat, or post and may also assign new

hires to the Investigation Division. Upon completion of the one hundred and twenty (120) day period, the officer shall be assigned to a shift as determined by seniority.

**Section 2 - Seniority Determination**

When two or more individuals are appointed on the same date, seniority shall be determined based on the date of graduation from the police academy. If said appointees graduated at the same time, the final grade (highest) will determine the senior person. In the event that two or more superior officers of the same rank are promoted from the same competitive examination, seniority shall be determined by the final grade (highest) received on the examination.

**Section 3 - Seniority List**

A permanent and up-to-date seniority list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit of all police officers, and all further seniority questions shall be resolved in accordance therewith.

**ARTICLE 5**

**Section 1 - Vacancies**

Vacancies in the rank of patrol officers shall be filled by appointment by the Town Manager. Any Supervisory vacancy shall be filled from the existing promotional list within thirty (30) days of the vacancy in accordance with Article 6, Section 1. Notwithstanding the aforementioned, the Town shall ensure that there is an active officer's hiring list. The hiring list shall remain in effect for two (2) years. The Town shall begin the process of creating a new list at least six (6) months prior to the old list expiring.

**Section 2 - Temporary Service Out of Ranks**

First Class Officers of the Police Department, who assume the responsibilities of a higher rank, shall be compensated for this service at the next highest rank. Such compensation of the higher

rate shall apply for all time spent at a higher rank. Second- and Third-Class Officers will not be allowed to assume the responsibilities of a higher rank.

**Section 3- Patrol Division Structure**

The Patrol Division shall consist of the following shifts:

- 1<sup>st</sup> Shift                    0700 hrs. to 1500 hrs.
- 2<sup>nd</sup> Shift                    1500 hrs. to 2300 hrs.
- 3<sup>rd</sup> Shift                    2300 hrs. to 0700 hrs.

**Section 4 - Change in Work Schedule**

Except in an emergency, an officer will receive a one (1) week notice to any change in his/her work schedule.

No officer shall have his or her work schedule changed at any time unless there is a State of Emergency declared by the Governor of the State of Rhode Island or by the Town Manager. Emergency is defined as “an unforeseen combination of circumstances that calls for immediate action without time for full deliberation.”

**Section 5 - Duty Personnel**

The Town will conduct a Public Safety Study concerning man power for the police department by the end of fiscal year 2022-2023.

There shall be at least three (3) uniformed patrol officers and one (1) uniformed supervisor on duty at all times. The Town will make every effort to fill the supervisory position.

**Shift Supervision:**

- A. A supervisor shall be defined as an Officer with the Rank of Sergeant or above. The Town shall make every effort to fill the Supervisory position with a supervisor as defined by the

rank of Sergeant or above. In the event the Supervisory position becomes vacant, a supervisor vacancy shall be filled by the following procedure.

- B. When there are four (4) patrol officers on duty and no Uniformed Sergeant or Lieutenant working, the senior patrol officer shall assume the role of supervisor and be given out of rank compensation. For those shifts where there are only three (3) patrol officers on duty and no Patrol Sergeant or Lieutenant working, the following procedure shall be followed:
- C. If no supervisor on the list takes the overtime vacancy, it shall then be offered to patrol officers, which shall include detective patrolman through seniority. If no detective or patrol officer voluntarily takes the supervisory overtime vacancy, the overtime shall then be afforded to all other supervisors that had not signed up on the overtime list. If the patrol supervisor overtime vacancy is not filled voluntarily, the junior accessible supervisor will be ordered. The police department shall maintain an up to date patrol supervisor overtime list.
- D. Non-patrol supervisors shall have one opportunity per year to voluntarily place themselves, or remove themselves from the patrol supervisor overtime list. This list shall be updated July 1<sup>st</sup> of every year.
- E. In the event that four (4) or fewer patrol division supervisors are available for call back due to vacancies arising from retirements, resignations, IOD, discipline/suspensions, long term injury, illness, or Family Medical Leave (FMLA). All supervisors regardless of their status on the overtime list, will be utilized for supervisor overtime needs until those members have returned to work, then those supervisors that chose to take themselves off the overtime list on July 1<sup>st</sup> of that year will again be taken off that list.

**Section 6 - School Resource Officers**

- A. The Juvenile Division shall consist of one (1) Sergeant and two (2) School Resource Officers.
- B. The Juvenile Sergeant shall oversee the School Resource Officers and Elderly Affairs. The Sergeant of this Division shall be on an Administrative Schedule.

- C. School resource officer position may be held by the same officer for a minimum of two (2) years but no longer than a four (4) year term before interviewing for the position again. The two (2) year minimum provision shall not apply in the case of promotions to a higher rank or transfers to the investigative division or any other position that would require a higher level of pay. Lateral transfer to the school resource officer position from the patrol division shall be subject to an interview process. This process shall be conducted and graded under the same procedure as the interview process of a promotional examination. Once the list is established, it will remain in effect for two (2) years.
- D. Any current school resource officer is eligible to interview for the position again when they have reached the four (4) year term limit.
- E. School resource officer shall be on an administrative schedule.

**Section 7 – Captain Position**

- 1. For an officer to be promoted to the rank of captain, he must serve as a lieutenant for one (1) year before being appointed to the rank of captain after the exam.
- 2. The captain's position shall be responsible for but not limited to the following:
  - a. Accreditation and training
  - b. Facilities
  - c. Equipment and vehicles
  - d. Special events
- 3. The town agrees to cooperate to amend certification ee-2082 at the Rhode Island Labor relations board to include the rank of captain.

**Section 8 - Details**

The assignment of details within the Police Department shall be the responsibility of the Chief of Police, subject to the seniority provision herein contained.

**Section 9 - Extra Duty and Special Details**

Special Detail shall be defined as all police work requested and paid for by a private individual, organization, or concern, as well as the East Greenwich School Department.

Regular Officers and Probationary Officers shall have first priority in assignments to Extra Duty, and Special Details. A list of Extra Duty and Special Details and the officer assigned to them will be posted and tracked on a computerized system, with text message and email notifications sent to officers. Details shall be entered and offered through the computerized detail system unless otherwise specified below. All details can be bid on by active sworn members of the East Greenwich Police Department. An approved list of authorized East Greenwich Police Retirees can bid on traffic safety details. The computerized detail system shall award the detail to all active sworn officers of the East Greenwich Police Department first. If the detail still remains without award, the detail will then be awarded to an authorized East Greenwich Police Retiree.

Retired Police Officers and Community Service Officers shall be considered for assignment to Special Details after regular officers and probationary officers have been considered.

Seniority for Special Details that occur Monday through Friday may be exercised up to twenty-four (24) hours prior to the start of an assignment which has been posted for over the twenty-four (24) hour period. All details that are ordered in advance before 1730 hours on the day before the detail is performed will be filled at 1800 hours the day before the detail. All details ordered after 1730 hours the day before the detail is performed will be posted and sent through the detail list on the computerized detail system with a thirty (30) minute bidding period. Seniority for all Extra Duty may be exercised up to twenty-four (24) hours prior to the start of an assignment which has been posted for over the twenty-four (24) hour period. In the event seniority is exercised, it shall be the responsibility of the senior officer to notify the junior officer that he/she has been replaced for said assignment. Notification shall be made by calling the junior officer's phone number which is maintained at dispatch. The senior officer shall leave a message for the junior officer if the junior officer was not directly contacted. The senior officer shall then instruct the dispatcher to make a log entry of the notification or notification attempt. In any event, once said notification or notification attempt has been made, the exercise of seniority is complete. Officers who have signed up for Special Details or Extra Duty shall have the responsibility to check within the twenty-four (24) hour period to make sure they have not been bumped. Under no circumstances will the

exercise of seniority be allowed within twenty-four (24) hours of an assignment which has been posted for over the twenty-four (24) hour period. Assignments of Special Details and Extra Duty which are received within the twenty-four (24) hour period shall be offered by the computerized system through seniority. The Town may communicate to the officer via text message to the officer's cellular phone.

For all eight (8) hour uniformed patrol officers overtime vacancies, the senior patrol officers wanting the full eight (8) hours shall have preference over a Police Officers who wants to split the shift unless both officers wanting to split the shift are senior to the officer wanting the full eight (8) hours.

All weekend details shall be offered and distributed on a rotating list basis. The tiers for the detail system are as follow:

Tier 1: All sworn officers of the East Greenwich Police Department

Tier 2: All retirees of the East Greenwich Police Department

1. On the weekend detail list, all officers will be on a single rotating list for all weekend details and assigned a number indicating list position. The weekend detail list will start with the most senior officer assigned the lowest number/list position and the most junior officer assigned the highest number/list position. When an officer is awarded a weekend detail, he/she will be assigned the highest number/list position available. The detail list will be continuous and never reset.
2. All weekend details will count as a turn worked and the officer will go to the highest list position regardless of the hours worked.
3. All weekend details that are ordered in advance before 1730 hours on the day before the detail is performed will be filled at 1800 hours the day before the detail. All weekend details ordered after 1730 hours the day before the detail is performed will be posted and sent through the detail list on the computerized detail system with a thirty (30) minute bidding period.
4. Any weekend detail ordered in advance will be posted and offered through the computerized detail system.

5. If any weekend detail awarded is cancelled by the vendor within one (1) hour of the scheduled start time of the detail the officer shall be paid four (4) hours and shall remain in their current list position.
6. If any weekend detail awarded is cancelled by the vendor prior to the one (1) hour of the scheduled start time of the detail, the officer shall be reverted back to their previous list position prior to being awarded the detail.
7. If any member returns an awarded weekend detail they shall maintain their current list position.
8. All emergency weekend details will be posted and offered through the computerized detail system, with a minimum bid time of 15 minutes.

The Union and the Town agree to keep the above rules in place for all details, however in the event changes need to be made, they must be agreed upon by both the Town and the Union and solidified in a written agreement.

**Section 10 - Compensation for Details**

As of July 1, 2019, all details shall be compensated at the following rates:

<b>School Details and Town Details</b>	<b>50.00 per hour</b>
<b>All Other Special Details</b>	<b>Time and one-half 1<sup>st</sup> Class Patrolman's hourly rate of pay with a Minimum four (4) hours pay.</b>
<b>Weekend Detail Rate</b>	<b>Time and one-half the Detail Rate</b>

All details will be billed by the Police Department and all details, other than School Details, surcharged 20% for administrative handling. The Town will initially use the surcharge to pay the officers the detail pay. The Town has no obligation to pay the detail amount if there are not sufficient funds in the account.

All details shall have a starting minimum of four (4) hours pay at the detail rate.



Any details not cancelled within one (1) hour prior to the scheduled starting time of detail shall be paid to the officer and billed for the four (4) hour minimum. Details, other than School Details, which actually go beyond the four (4) hours, shall have a minimum of eight (8) hours pay at the detail rate. Details which actually go beyond the eight (8) hours shall be paid at time and one-half of the detail rate for all hours worked in excess of the eight (8) hours.

**Section 12 - Special Detail Rate on Holidays**

Police Officers shall receive double time for working special details on the following named holidays:

**New Year's Eve - Commencing at 6:00 P.M.**

**New Year's Day**

**Thanksgiving Day**

**Christmas Eve - Commencing at 6:00 P.M.**

**Christmas Day**

Police Officers shall receive time and one-half for working special details on the following named holiday:

**Easter**

**Section 13 - Departmental Meetings**

From time to time the Chief of Police may call departmental meetings for which no compensation shall be granted. There shall be no more than four (4) meetings and no more than two (2) departmental meetings per year.

Moreover, a departmental meeting shall not be called or utilized for the purpose of conducting training.

**Section 14 - Quarterly Staff Meetings**

Supervisors may be required to attend quarterly staff meetings. Under this provision there shall be no more than four (4) per calendar year. Each meeting will be no more than two (2) hours in length. Supervisors who are not working and are required to attend said meetings will be compensated with two (2) hours of overtime, compensatory time or vacation time at their request. Nothing herein prohibits the Chief from calling additional staff meetings as deemed necessary; however, additional meetings will be compensated pursuant to the provisions of Article 9, Section 5, Call Back Pay.

**Section 15 – Computerized Detail System**

The Town of East Greenwich will supply a computerized detail system to assist in the scheduling of daily shifts, overtime and details.

**ARTICLE 6**

**Section 1 - Promotions**

In order for an officer to be eligible for a promotion to the rank of Sergeant, said officer shall have been a full-time member of the Police Department for three (3) consecutive years. In order for an officer to be promoted from the rank of Sergeant to Lieutenant, he/she must serve as a Sergeant for one (1) year before being appointed to the rank of Lieutenant after an examination. For an officer to be promoted to the rank of Captain, he/she must serve as a Lieutenant for one (1) year before being appointed to the rank of Captain after the exam. The Major position shall come from within the ranks of the East Greenwich Police department.

This shall apply to any and all other promotions, with the exception of the Chief of Police who shall be appointed in accordance with the provisions of Section 4421 of the Town of East Greenwich Home Rule Charter.

Promotions shall be subject to no more than a one hundred and eighty (180) day trial period. The promotion shall be considered complete if the officer has not been reassigned to his/her former position by the end of the trial period; removal during or after the trial period is subject to grievance procedures.

Such promotions shall be made on a competitive basis as prescribed by the Town's Home Rule Charter and by Ordinance that shall have been established by the Town Council and regulations established governing the Police Department; provided, however, that the various criteria specified therein shall be weighed as follows:

- A. Seniority..... Seniority shall be one (1) point per year with a maximum of ten (10) points
- B. Written Examination 50%
- C. Oral Examination 20%
- D. Chief's Evaluation of Job Performance 20%

The oral examination will be conducted by an Oral Panel consisting of one (1) member appointed by the Town Manager, one (1) member appointed by the Union who shall be of a higher or equal grade to the position being applied for and who may be a member of the local, and one (1) disinterested person acceptable to both parties. In the event that the members appointed by both parties are unable to agree upon a third member, they shall request the Superintendent of the Rhode Island State Police, or his/her designate, to act as such disinterested person and third member of the Oral Panel. The oral examination shall be given first and its results shall be posted on the bulletin board at Police Headquarters prior to the taking of the written examination. Upon completion of the required examinations, candidates' individual combined scores shall be tabulated and a list will be posted in order of highest achieved score to lowest achieved score. Said list shall remain in effect for two years at which time testing will be performed again to create a new list. Any officer who would become eligible for promotion to the rank of Sergeant or Lieutenant during the term of a list to be compiled may take the exam however; minimum time in grade requirements must be satisfied when a vacancy becomes available. In the event a candidate has not satisfied the time requirements, the Town shall consider successive candidates on the list. In order to provide equal opportunity for advancement to higher rank, the test for Lieutenant and Sergeant shall be conducted in an odd/even year system. The Town Manager shall make the promotion from the top three (3) candidates in accordance with the provisions of Section 4431 of the Home Rule Charter. In the event an individual is promoted other than the officer achieving the highest total score, the appointing authority will state the reason or reasons in writing to the officer who achieved the highest score. Promotions will become effective when funds have been made available by appropriation or are otherwise made available.

## ARTICLE 7

### Section 1 - Grievance Procedure

A grievance is defined as a complaint by an individual police officer or the Union that there has been a violation, misinterpretation, misapplication of the provisions of this Agreement or an established past policy practice; or if there is a health and safety issue that cannot be resolved; or if an officer is disciplined for two (2) days or less and the officer feels that the discipline was administered without just cause.

The following grievance procedure shall be followed:

1. When a member is of the opinion that he/she has a grievance, he/she shall, in writing within seventy-two (72) hours of the occurrence or learning of it, bring it to the attention of the Union Steward.
2. The Union Steward will present the grievance to the Union Executive Committee which shall consist of the three (3) elected officers of the Union. If the Executive Committee feels that the grievance is justified, it shall then appoint a representative of said Committee to arrange a meeting, within three (3) days thereof, with the Chief of Police and present the grievance in writing. The grievance, if to be presented, shall be given to the Chief of Police no more than six (6) days from the date of occurrence of the grievance, unless a holiday is the sixth day. In that event, the next day shall be considered as the sixth day when the grievance must be presented. If a grievant is to be interviewed by the Chief of Police or his/her designee regarding the alleged grievance, he/she shall have the right to select a member of the Union to be present during the interview.
3. The Chief of Police, after investigation of the alleged grievance, shall deliver his/her favorable or unfavorable decision, in writing, back to said representative within three (3) working days of said meeting. If the decision of the Chief of Police is unfavorable, the grievance may then be submitted by the Executive Committee, in writing, to the Town Manager, who shall meet with the Executive Committee within three (3) days from the date of receipt of said grievance. However, the Executive Committee, if they wish to submit the grievance to the Town Manager, must do so within five (5) days of the receipt of the

Chief of Police's decision. Following this meeting, and within ten (10) days from the date thereof, the Town Manager shall deliver his decision, in writing, to the Executive Committee or its representative, either in person or by certified mail.

4. In the event that the Executive Committee and the Town Manager are unable to resolve the grievance, the Union; if it so chooses to resort to arbitration shall, within five (5) days following the receipt of the decision of the Town Manager, mail written notice to the Town Manager and to the Chief of Police indicating that arbitration has been resorted to.
5. It is expressly understood by the parties hereto that the members of the Police Department shall have no right to engage in any work stoppage, slowdown or strike. Any and all issues or grievances shall be resolved by the grievance and arbitration procedures set forth herein.
6. No employee shall be disciplined without just cause.
7. The service Jacket and/or personnel 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 during the interim period, the member has had no further departmental violations. Written notification by the officer must be made to both the Town Manager and the Chief of Police or their designee.

## ARTICLE 8

### Section 1 - Arbitration

Within five (5) days from the expiration of the period set forth in Article 7, Section 1, hereof, the Town and the Union shall appoint an arbitrator to represent them, and each shall notify the other of the name of the person so designated by it as its representative, who shall then meet and appoint a third disinterested person who shall act as Chairman of the Board of Arbitrators. In the event the two (2) representatives cannot agree upon the third disinterested person within five (5) days, then they shall request the assignment of an arbitrator by the American Arbitration Associates or the Federal Mediation and Conciliation Service.

In lieu of the above, the Town and the Union may agree to have the grievance decided by a single arbitrator.

1. In all cases involving a grievance which is submitted to the Arbitration Board, or Arbitrator, the individual or individuals having the grievance shall be required to attend and present his/her/their grievance. Such individual or individuals shall further be entitled to be represented by Legal Counsel of his/her/their own choosing.
2. Any decision handed down by a majority of the Arbitration Board or the Arbitrator, shall be final and binding upon the parties hereto.
3. The authority of the Arbitration Board or the Arbitrator, as the case may be, in Grievance Arbitration, shall be that of interpreting the Contract and not making the Contract.
4. All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

## ARTICLE 9

### Section 1 - Work Cycle

The work cycle for the regular members of the Police Department shall consist of a six (6) day cycle of four (4) consecutive eight (8) hour work days followed by two (2) consecutive days off.

### Section 2 – Five (5) & Two (2) Schedules

All 5 & 2 Officers shall be assigned to a work cycle consisting of a seven (7) day cycle of five (5) consecutive eight (8) hour work days (Monday through Friday) followed by two (2) consecutive days off (Saturday and Sunday) and they shall receive an additional twelve (12) days off plus thirteen (13) holidays per year. The Chief of Police, in his/her discretion, may assign other members of the Police Department to the seven (7) day cycle if they perform special duties which require a minimum of sixteen (16) hours of specialized training.

### **Section 3 – Substitutions**

The right to substitute at any time shall be permitted, provided, however, that permission to substitute shall be obtained from the Chief of Police, or from the officer in charge of the shift affected by the substitution with the approval of the Chief of Police.

### **Section 4 - Overtime**

All hours worked in excess of four (4) consecutive eight (8) hour days actually worked and in excess of eight (8) hours in any one day actually worked shall be compensated at a rate of time and one-half. Sick leave and bereavement shall not be considered as hours worked. The officer, if ordered back to work, shall receive time and one-half pay. Ordered back means being directed to return to work by a superior officer and not shift fill-ins or other such fill-ins through normal seniority. This does not include details.

If an officer is ordered to work on one of his regularly scheduled days off, then he/she shall not be subject to being ordered on his/her other regularly scheduled day off. If a vacancy arises and the most junior officer has already been ordered to either of his first or second regularly scheduled day off, then the next most junior officer shall be ordered to the vacancy.

No officer shall work more than two (2) consecutive work shifts in any twenty-four (24) hour period except if there is an emergency declared by the State of Rhode Island or the Town. Details are excluded from the two (2) consecutive shifts within twenty-four-hour requirement.

If an officer elects to drop a shift that he or she willingly signed up for they must drop said shift prior to twenty-four (24) hours unless they have willing a replacement.

### **Section 5 - Call Back Pay**

Regular members called back to duty during emergencies shall be compensated for a minimum of four (4) hours work regardless of the time actually spent on duty. The pay for this time shall be at the overtime rate of pay hereinbefore set forth.

**Section 6 - Other Duty**

The Town agrees that police officers will not be detailed to other departments of the Town except in performance of police duties.

**Section 7 - Response Prior to Duty**

If an officer is in police headquarters preparing for duty on the following work shift and he/she is ordered to respond to a call for service, prior to his/her regularly assigned shift, he/she shall be compensated at the rate of time and one-half for whatever additional time he/she works.

**Section 8 - Vin Check Duty**

VIN or vehicle identification number checks will only be conducted at the East Greenwich Police Department on the following days:

<b><u>DAYS</u></b>	<b><u>HOURS</u></b>
<b>Tuesdays</b>	<b>0900-1200 hours</b>
<b>Thursdays</b>	<b>1600-1900 hours</b>
<b>Saturdays</b>	<b>1300-1700 hours</b>

**ARTICLE 10**

**Section 1 - Collective Bargaining and Negotiating Committee**

All employees covered by this Agreement who are duly elected officers of Local Number 472, International Brotherhood of Police Officers, or who are appointed as members of said Union's Collective Bargaining and Negotiating Committee, not to exceed four (4) employees, shall be allowed time off with pay for official Union Business in negotiations and/or conferences with the Town Administration when such business is reasonably required to be conducted during working hours.



## **ARTICLE 11**

### **Section 1 - Regional Meeting. I.B.P.O.**

It is agreed by the parties hereto that the President of Local Number 472, International Brotherhood of Police Officers, shall be allowed five (5) days off per annum, without being deducted from the individual's vacation time, without loss of pay, or being required to make up said time, to attend noon Regional meetings of the International Brotherhood of Police Officers.

### **Section 2 - Tri-Annual Convention. I.B.P.O.**

It is agreed by the parties hereto that one employee covered by this Agreement who is duly elected as a Delegate of Local Number 472, International Brotherhood of Police Officers, shall be allowed five (5) days off, without being deducted from the individual's vacation time, without loss of pay or being required to make up said time, to attend the Tri-Annual Convention of the International Brotherhood of Police Officers.

### **Section 3 - Union Bulletin Board**

The Town of East Greenwich agrees to provide an exclusive and dedicated area for the purpose of having a union bulletin board accessible to all members of Local Number 472 of the International Brotherhood of Police Officers.

## **ARTICLE 12**

### **Section 1 - Review of Personnel File**

Each officer of the Police Department shall have the privilege of a periodic review of his/her personnel file.

## ARTICLE 13

### Section 1 - Member Materials

Each member shall be provided a copy of this agreement and have access to the Rules and Regulations governing the Police Department and all Town ordinances through Power DMS and the Town of East Greenwich web page.

It is further agreed that the Town will provide eight (8) up-to-date Rhode Island Motor Vehicle Code books for use by the regular and probationary members of the Police Department.

## ARTICLE 14

### Section 1 - Uniforms and Allowance

All Police Officers shall wear at all times a standard and similar uniform.

Effective July 1, 2012 the clothing allowance shall be \$925.00 for both the uniformed officers and detectives.

All expenditures shall be kept on a card file available to the officer. New officers will receive a complete uniform and equipment issue. Officers may purchase uniforms and accessories wherever desired, as long as the uniforms purchased are standard in color, grade and material. The Chief of Police may require visible proof of any purchase in compliance with the Town's policy to provide a receipt, copy of cancelled check and/or credit card statement. The Town of East Greenwich shall replace all uniform equipment and clothing damaged in the line of duty.

Any officer who receives a promotion in rank shall be compensated for the extra cost in the change of uniform.

Any officer, upon being permanently assigned to the investigation division, shall receive, in addition to a clothing allowance, \$200.00 to purchase clothing in the same manner as previously stipulated, first year only.

Any new officer appointed shall not receive clothing allowance for a period of twelve (12) months from the date of appointment. The allowance due at the conclusion of such period shall be prorated on the basis of the number of months remaining in the Town's fiscal year, i.e., allowance divided by twelve (12), times the number of months remaining in such fiscal year.

**Section 2 - Uniform Maintenance Allowance**

Commencing July 1, 2012 each regular uniformed officer and each detective shall receive an annual uniform maintenance allowance in accordance with the following schedule:

**Class**

Regular Uniformed Officer \$1,000.00 per year

Detectives (Plain Clothes) \$1,000.00 per year

The uniform maintenance check shall be issued on the first pay period in August. The initial uniform maintenance allowance of any new officer appointed shall be prorated on the basis of the number of months remaining in the Town's Fiscal Year.

**Section 3 - Dress Blouse**

Upon appointment to the department's Honor Guard, the department will pay for the appointee to be outfitted with the appropriate Honor Guard uniform.

**Section 4 - Detective Division Transfers**

Any member transferred from the Detective Division to the Uniform Division after three (3) years will be reissued a completely new uniform at the Town's expense provided that every member of the Detective Division maintains one standard uniform of the Police Department for use on Special Details or Extra Duty at funerals and for parades.

**ARTICLE 15**

**Section 1 - Holidays**

The following shall be paid holidays for all regular members of the Police Department:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Easter Sunday	On Date observed
R.I. Independence Day	May 4
Police Memorial Day	May 15th
Decoration Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	On Date observed
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

**Section 2 - Holiday Pay**

Holiday pay shall be twelve (12) hours of the employee's weekly salary and shall be paid over and above the weekly salary whether he/she works or not. Officers who are required to work on a holiday as set forth in Article 16, Section 1, shall be paid at the rate of time and one-half for the hours actually worked; in addition to twelve (12) hours holiday pay.

Officers may elect to receive twelve (12) hours compensatory time in lieu of receiving holiday pay if they choose to take the holiday off or they are on a scheduled day off.

Officers may elect to receive twelve (12) hours compensatory time if they choose or are ordered to work the holiday in lieu of receiving holiday pay.

**ARTICLE 16**

**Section 1 - Vacations**

Effective July 1, 2018, Members of the Police Department shall be entitled to a vacation period as follows:

1. Upon completion of at least twelve (12) months service, thirteen (13) working days;

2. Upon completion of five (5) years, seventeen (17) working days;
3. Upon completion of ten (10) years, twenty-one (21) days;
4. Upon completion of fifteen (15) years, twenty-five (25) working days;
5. Upon completion of twenty (20) years, twenty-nine (29) working days.

Vacation assignments shall be offered by seniority. Officers shall be allowed to bid for two (2) separate vacation blocks of up to eight (8) consecutive working days per block. The shift supervisor shall ask the senior most member of their shift what their first vacation block pick, if any, they would like to schedule for the upcoming year. After each member of the shift has been offered a chance to make their first vacation pick by seniority, the shift supervisor will offer the opportunity to all members of their shift to make their second vacation pick starting with the senior most member. All members will go in order of seniority within their respective shift and division. An Officer's scheduled days off surrounding their calendar vacation picks chosen prior to December 20 shall be included in their vacation leave. No officer shall be ordered back to work on their scheduled days off during their vacation calendar pick unless otherwise directed during a state of emergency. Vacation leave of at least one week or more that is not requested on or before December 20 of the previous year shall be allowed to be taken at any time during the year with the approval of the chief of police with at least two-week notice. An officer's days off surrounding vacation time requested after December 20 shall be considered part of the officer's vacation if the officer notifies the Chiefs Office requesting that those days off that are consecutive with the officer's vacation request be considered part of the officer's vacation. All vacation calendar picks shall not be changed to compensatory time. An officer may cancel their calendar vacation day; however, the officer shall not cancel their vacation day and use compensatory time in lieu thereof. Vacation days not assigned on the calendar may be changed to compensatory time prior to seven (7) days.

The vacation selections shall be conducted in December of the previous year between December 1 and December 20th. No more than one (1) supervisor and one (1) officer per shift will be allowed vacation time in accordance with this procedure. Single vacation days shall only require one (1)

week notice. Members shall take all vacation time beginning January and ending in December, except such vacation time as is carried over in accordance with Section 3. New members of the Department shall not be eligible for vacation until they have served for at least twelve (12) months. Officers shall accrue vacation from one (1) year to be taken the following year. If employed after October 1 of any year, they shall be allowed to take accumulated vacation beginning the January after the completion of the first full years of employment. Vacation shall accrue on the basis of two-thirds of a day's vacation for each month worked from October to December, but not to exceed two (2) working days.

### **Section 2 - Unused Vacation**

Any officer may opt to sell back to the Town, the maximum of sixteen (16) days of unused vacation. Payment shall be at the rate of straight time the officer's normal rate of hourly pay. Payment shall be made on the last period of the calendar year.

### **Section 3 - Vacation Carryover**

Any officer may opt to carryover up to ten days' vacation from one calendar year to the next. Provided the Chief of Police shall be specifically charged with the approval of the scheduling of this vacation "carryover" to assure that the staffing requirements of the Department are maintained at levels satisfactory to his/her determinations and contractual requirements, but without the necessity of overtime payments.

### **Section 4 -Use of Comp-Time**

In order to establish clear parameters for the use of comp-time within the East Greenwich Police Department and to conform to the Fair Labor Standards Act, the following procedure shall be observed:

Officers who have accumulated comp-time will be allowed use of said comp-time when:

- A. Sufficient manpower exists as described in the collective bargaining agreement between the Town of East Greenwich and Police Personnel. An officer cannot be bumped or cancelled from his/her comp-time within twenty-four hours of when it is scheduled to be taken.
- B. In the event sufficient manpower does not exist and the use of comp-time would create an overtime opportunity, one (1) officer per shift will be allowed the use of comp-time providing that a willing (not ordered) replacement officer fills the vacancy. In the event that no officer willingly accepts the shift, no comp-time will be granted. Every effort will be made to find an officer willing to take the overtime with respect given to seniority provisions of the bargaining agreement.
- C. In the event an officer has been approved for comp-time on a given day and shift, no vacation leave can be granted outside of the prescribed time constraints of the bargaining agreement which would result in overtime on the shift in question; i.e.

On Wednesday officer X has been approved for comp-time from 1500-2300, through offer of overtime or normal scheduling minimum staffing is still present, within one week of the approved comp-time officer Y requests a vacation day on the same shift that cannot be filled by a voluntary taker, officer Y must be denied vacation based on the one-week provision contained in the bargaining agreement.

- D. In the event a willing replacement is found the vacation day may be granted however no further leave may be granted for this shift if to do so would require overtime to meet minimum staffing. If a vacation request is made, within contract parameters, vacation must be given preference and the comp time is subject to cancellation if there is no willing (not ordered) replacement officer.
  - 1. At no time can an officer take time off in advance of accumulation.

2. In the event a demand for personnel exists and consistent with Fair Labor Standard Act provisions, the Police Department may deny comp-time leave to address emergency public safety needs.

E. On an arbitrary basis and subject to approval of funds by the Town Manager, which may or may not be granted, comp-time may be sold back to the Town or purchased by the Town. In the event the Town elects to buy back hours from an officer's bank, only hours in excess of 400 are subject to compulsory buy back

## ARTICLE 17

### Section 1 - Longevity Pay

All regular members of the Police Department shall receive longevity pay based upon terms of service in the full time employ of the Police Department as follows. Percentages are based on annual salary only. Officers hired prior to July 1, 2012 shall be at the longevity pay rate seen below in Table 1.

Table 1

Service Years	Rate
Upon completion of 3 years	3.50%
Upon completion of 5 years	6.50%
Upon completion of 10 years	8.00%
Upon completion of 15 years	9.00%
Upon completion of 20 years	9.50%
Upon completion of 25 years	10.00%



Effective after July 1, 2012 all new officers shall be at a fixed amount, seen below in Table 2

**Table 2**

<b>Service Years</b>	<b>Rate</b>
Upon completion of 5 years	\$2,000
Upon completion of 9 years	\$2,500
Upon completion of 12 years	\$3,000
Upon completion of 13 years	\$4,000
Upon completion of 21 years	\$5,000

Effective July 1, 2024 all employees shall be at the below rate, seen in Table 3.

**Table 3**

<b>Service Years</b>	<b>Rate</b>
Upon completion of 5 years	7.00%
Upon completion of 10 years	8.50%
Upon completion of 15 years	9.50%
Upon completion of 20 years	10.00%
Upon completion of 25 years	10.50%

Commencing July 1, 2001, completion of years must fall within the calendar year of payment (January 1 through December 31). Any officer who separates from the Town of East Greenwich shall receive their Longevity pro-rated.

Longevity pay shall be disbursed on the first pay period of December.

**ARTICLE 18**

**Section 1 - Court Time Wages**

The Town of East Greenwich, through the Chief of Police, shall pay court time wages to all members of the Police Department who appear in Court to prosecute criminal charges regardless

of where the Court may be located, and the Chief of Police shall make demand for such payment upon attorneys in private civil matters who require time appearance of police officers of the Police Department of the Town of East Greenwich in such civil cases. An off-duty police officer who is required to appear in court shall be paid a minimum of four (4) hour. The officer will be released immediately upon completion of the assignment and paid for the full four (4) hours. Former employees who are required to make a court appearance shall be compensated at the rate of the time and one-half of their last rate of pay.

**Section 2 - Mileage Reimbursement**

When a member of the Police Department covered by this Agreement, as part of his/her duties, must attend Court on behalf of the Town, as listed above, he/she shall be provided a vehicle or shall be compensated for using his/her own vehicle at the current I.R.S. rate. Proper verification for the reimbursement shall be given by the Officer to the Chief of Police before payment can be made.

**ARTICLE 19**

**Section 1 - Wage/Salary Schedule**

3% Salary Increase July 1, 2022

3% Salary Increase July 1, 2023

3% Salary Increase July 1, 2024

There will be 3% salary adjustment for all members on July 1, 2022.

Regular police officers of the Police Department of the Town of East Greenwich shall be paid on a bi-weekly basis, 26 pay-periods, in accordance with the following salary schedule:

## Pay Increase Schedule

July 1, 2022 – 3% increase

<b>2022-2023</b>	<b>Annual Salary</b>
Captain	\$90,306.40
Detective Lieutenant	\$85,006.48
Lieutenant	\$81,681.26
Detective Sergeant	\$77,900.63
Sergeant	\$74,896.48
Detective Patrolman	\$70,856.98
First Class Patrol Officer	\$68,111.72
Second Class Patrol Officer	\$64,074.68
Third Class Patrol Officer	\$60,026.63

July 1, 2023 – 3% increase

<b>2023-2024</b>	<b>Annual Salary</b>
Captain	\$93,015.60
Detective Lieutenant	\$87,556.67
Lieutenant	\$84,131.70
Detective Sergeant	\$80,237.65
Sergeant	\$77,143.38
Detective Patrolman	\$72,982.69
First Class Patrol Officer	\$70,155.07
Second Class Patrol Officer	\$65,996.92
Third Class Patrol Officer	\$61,827.43

July 1, 2024 – 3% increase

<b>2024-2025</b>	<b>Annual Salary</b>
Captain	\$95,806.06
Detective Lieutenant	\$90,183.37
Lieutenant	\$86,655.65
Detective Sergeant	\$82,644.78
Sergeant	\$79,457.68
Detective Patrolman	\$75,172.17
First Class Patrol Officer	\$72,259.72
Second Class Patrol Officer	\$67,976.83
Third Class Patrol Officer	\$63,682.26

Patrol Officers shall receive the entry (probationary) rate of pay until he/she completes a probationary period as defined by Department Rules & Regulations. The first step salary increase shall be made at the time a patrol officer becomes a permanent member. Each succeeding step increase shall be obtained as follows:

- Attain Second Class Patrol Officer after completion of six (6) months of service as a Third-Class Patrol Officer
- Attain First Class Patrol Officer after completion of six (6) months of service as a Second-Class Patrol Officer.

## **ARTICLE 20**

### **Section 1 – Retirement and Pensions**

Commencing July 1, 1989, the Town of East Greenwich will provide the 20-year Retirement Program as provided in accordance with Rhode Island General Laws, 45-21.2-22.

### **Section 2 - Cost of Living Adjustment**

In accordance with the Resolution adopted by the Town Council on December 21, 1995, the Town of East Greenwich will provide the Cost of Living Adjustment, Plan C, in accordance with Rhode Island General Laws 45-21-52.

### **Section 3 - Notice**

Whenever an Officer plans to retire, one must submit a letter of one's intent to retire by the end of March of the fiscal year preceding retirement. If one fails to submit the letter, he/she shall not receive payment for unused sick leave per Article 22, Section 7, until the following July of the next fiscal year after retirement.

## ARTICLE 21

### Section 1 - Bereavement Leave

- A. In the event of death of a father, mother, wife, husband, brother, sister, son, daughter, such employee shall be entitled to leave of absence with pay from the time of notification from the officer to the police department, not exceed five (5) working days.
- B. In the event of death of a Grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-child, step-brother, step-sister, foster parents or foster children of the employee or the employee's spouse, domestic partner, such employee shall be entitled to leave of absence with pay from the time of notification from the officer to the police department, not to exceed four (4) working days.
- C. 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 from the officer to the police department, leave shall not exceed two (2) working days.

The Chief of Police may require evidence as to the need for the presence of the police officer in the home by way of a medical certificate or similar document.

### Section 2 - Inoculation Expense

The Town of East Greenwich agrees to pay all expenses for inoculation of members of a police officer's family residing in his/her household when necessary as a result of the officer's exposure to contagious disease in the line of duty.

### Section 3 - Personal Days

The Town agrees to provide two (2) personal days off to all members of the East Greenwich Police Department. These days can be used at any time. Each member shall receive their allotted two (2) personal days on July 1 of each calendar year and must use all personal days prior to the end of the following June. Any member not using these two (2) days shall not be allowed to carry

unused personal days over to the next calendar year. Personal days cannot be used on any Holidays as specified in Article 16 including Christmas Eve and New Year's Eve.

#### **Section 4 - Life Insurance Policy**

The Town of East Greenwich agrees to carry at its own expense and effective on July 1, 2003 a twenty (20) year Term Life Insurance Policy on all regular members of the Police Department with accidental death benefits, double indemnity, at a value of \$100,000 per regular member; said \$100,000 value to be reduced to \$50,000 upon retirement of any member from the Police Department with service credit of twenty (20) years or more. The Town shall provide a copy of the Life Insurance Policy to every member covered under this agreement. In the event the Town changes life insurance companies, members will be provided with an updated copy.

IRC Section 79 provides an exclusion for the first \$50,000 of group-term life insurance coverage provided under a policy carried direct or indirectly by an employer. The imputed cost of coverage in excess of \$50,000 must be included in income, using the IRS premium table and are subject to social security and Medicare taxes.

#### **Section 5 - Medical Insurance**

The Town of East Greenwich agrees to provide health insurance to all members of the Police Department with a primary medical plan annually. The Town and the International Brotherhood of Police Officers Local Number 472 agree to participate in Blue Cross Blue Shield of Rhode Island, Blue Solutions High Deductible plan, with a Health Savings Account or a Health Reimbursable account as provided below and delineated in Exhibit A attached hereto, or a plan providing equal or better coverage.

#### **Health Saving Account (HSA)**

a) Family Health Savings Account: This HSA Blue Cross Blue Shield Blue Solutions HDHP Plan shall include a \$4,000 annual deductible, of which the Town contributes 50% of deductible (\$2,000) on behalf of the member to a member's private HSA. The Town further agrees

to front load the employee’s portion of the deductible (\$2,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.

b) Individual Health Savings Account: This HSA Blue Cross Blue Shield Blue Solutions HDHP Plan shall include a \$2,000 annual deductible, of which the Town contributes 50% of deductible (\$1,000) on behalf of the member to a member’s private HSA. The Town further agrees to front load the employee’s portion of the deductible (\$1,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,000 per year for the individual medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.

c) Those employees not selecting the HSA Plan and subscribing to the HRA \$2000/\$4000 plan, the Town will self-insure the first 50% of the deductible with the balance being the responsibility of the member.

d) Any employee leaving within five months of the beginning of the fiscal year shall have any remaining co-pay not repaid, deducted from his last payroll/vacation/sick check.

All employees shall contribute a co-share towards the cost of healthcare premiums or working rates in accordance with the following schedule:

<b>Employee Co-share &amp; Deductible Requirements</b>	<b>Effective 7/1/2022</b>	<b>Effective 7/1/2023</b>	<b>Effective 7/1/2024</b>
Blue Solutions Health Plan	\$750.00	\$1,000.00	\$1,000.00
<b>Deductible Contribution</b>			
Family	\$2,000.00	\$2,000.00	\$2,000.00
Individual	\$1,000.00	\$1,000.00	\$1,000.00

Co-share(s) on the health premium or working rates will be deducted through twenty-four (24) equal payroll deductions during the plan year. During months with three (3) pay dates, deductions will occur only in the first two (2).

## **Retirement**

Medical coverage for current members of the Police Department who may retire in accordance with the Retirement Act prior to age 65 will be provided Blue Cross Blue Solutions High Deductible Plan with a Health Reimbursable Account.

Any employee hired after July 1, 2019 must be employed by the Town for twenty (20) years to receive any healthcare benefits. The Town shall pay 3.3% for each year of the Town employment towards the cost of the medical and dental program then in effect at the time of their retirement for any retired employee with a minimum of twenty (20) years with the Town. Notwithstanding the aforementioned, the Town shall pay 100% of the cost of the healthcare when the member reaches their normal retirement eligibility. Normal retirement shall mean 25 years at age 50 or 27 years regardless of age. This normal retirement shall be subject to change under the Rhode Island Municipal Employee's Retirement System for Police Officers.

Any Officer who receives an Accidental Disability Pension shall be treated as if they had worked the requisite amount of years to qualify for health coverage at 100% of the Town's expense.

Upon reaching age 65 or the age which qualifies for Medicare benefits, the Town agrees to pay for Blue Cross Blue Shield Plan 65 for the retiree and other qualified family member. If the qualified family member has not obtained age 65, the family member and any other qualified dependent currently on the plan shall remain on the original said accident and health care coverage until the qualified family member reaches age 65. The Town's payment shall be capped at \$250.00 per month. All costs above \$250.00 per month shall be borne by the retiree or other qualified member.

Effective for individuals retiring after 7-1-93 with their existing plan, the Town's obligation to provide health care coverage for a retiree shall continue until the retiree or his/her spouse is enjoying accident and health care coverage from another employer. If the accident and health care coverage enjoyed from the new employer provides coverage in an amount less than that provided by the Town plan, the Town shall pay to the accident health care provider the additional premium required to provide medical benefits not less than provided by the Town plan. If the accident and health care program enjoyed from the new employer of the retiree or his/her spouse ceases to be provided at any time before the retiree becomes eligible for Medicare, then the Town's obligation to pay for accident and health care coverage as aforesaid shall resume.



Effective for individuals retiring after 7-1-93, each year, employees who are on pension shall be required to sign an affidavit as to any medical coverage they or their spouse may have. Such affidavit shall be in a form approved by the Town and shall be submitted to the Administrative Services Manager no later than June 25 of each contract year. Should the retiree fail to file the affidavit with the Administrative Services Manager in a timely fashion after receiving 30 days written notice from the Town by certified mail, return receipt requested, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

Blue Cross Blue Shield of RI HealthMate Coast-to-Coast \$500/\$1000 shall remain in effect for retirees already retired and currently on the plan.

#### **Section 6 - Delta Dental Plan**

The Town shall provide all members of the Police Department and his/her family with the Delta Dental plan of Rhode Island with an annual maximum of \$2000.00 per calendar year per member.

The plan will include the following services: Preventive & Diagnostic, Basic & Minor Restorative, Major Restorative & Implants and Orthodontics with a lifetime max of \$1200. Please see Exhibit A for more details.

Employees with dependent children are covered up until the end of the year that they turn age 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn 23. The Plan also contains a Maximum Carry Over Provision of \$250 when the employee has received at least one preventive visit during the year. The employee will also be eligible for a network bonus of \$100. With regard to individuals hired by the Town after June 30, 1996 the Town will pay 80% of the above benefit. In addition, for said individuals hired after June 30, 1996, there shall be a \$50 per person, \$150 per family annual deductible. The above benefits shall be provided in accordance with the rules, regulations, terms and conditions of the company with whom the policy is carried.

**Section 7 - Sick Leave**

Commencing July 1, 1993 all employees shall receive sixteen (16) days sick leave per year, accumulative to a maximum of 300 days. If an officer works more than four (4) hours in a day and must leave work due to illness, he/she will not be charged for sick leave. Should an officer work four (4) hours or less in a day and leave work due to illness, he/she will be charged for 1/2 day of sick leave. In the event of serious illness in the household of an officer, and upon direction of the family physician and in writing to the Chief of Police, such officer shall be granted leave for attendance upon members of the immediate family whose illness requires the personal care of the officer (because there are no other members of the household to provide this personal care). Sick time will be deducted from the officer's sick leave bank for use of such family sick leave.

If an officer takes sick or sick in family leave of five (5) days or less per year, they will receive five (5) days off with pay (compensatory time) as approved by the Chief of Police. Five (5) days referenced above shall be taken in the following fiscal year.

Upon completion of twenty (20) years of service as a Police Officer in the Police Department and retirement or disability retirement, an Officer shall be paid for 50% of their unused accumulated sick leave days.

In the event that an officer has been charged with a felony, as of the date of retirement, the Town shall hold in escrow that portion attributable to sick leave days accumulated after the offense date as listed in the indictment or complaint. The officer shall not receive payment of said escrowed sum until said charge is dismissed or he/she is acquitted.

In the event the Chief of Police perceives a pattern of sick leave abuse, he/she may require any member of the Police Department who absents himself/herself from duty because of a medical problem to produce, after six (6) sick leave days in any calendar year a certificate from a medical doctor stating the nature of his/her illness.

In the event an officer is on vacation and becomes ill, the vacation shall continue to be in effect. Sick leave shall not become effective until the vacation days have expired.

All officers shall pay into the TDI benefit.

**Section 8- Illness and Injuries**

- A. Members of the East Greenwich Police Department who shall contract illness or sustain injury in the line of duty shall benefit as provided in Title 45, Section 19, of the General Laws of the State of Rhode Island, 1956 as amended.
- B. Any member covered by paragraph (a) of this section shall be permitted the physician of his or her choice and the hospital of his or her choice, or if his condition prevents him from making such a decision, the choice shall be made by his nearest relations available at the time.
- C. Any injury, whether treated or not, shall become a permanent part of the record of the EGPD. Any worsening of an injury shall entitle a member to all the benefits of this article if the law is applicable. All injuries, illnesses or recurrences thereof alleged to be connected to the performance of a member's police duty, the Town may reasonably require that a member submit to physical or mental examinations or re-examinations to determine causal relationship, diagnosis, prognosis, or whether or not a member is ready to return to duty.
- D. 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 I.B.P.O. 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 physicians shall be controlling; provided however, that the Town or I.B.P.O. shall have the right to have determination reviewed by a single arbitrator in accordance with the Arbitration Rules of the American Arbitration Association. An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty, shall be prohibited from engaging in outside employment while said incapacity exists if it substantially impedes recovery.

### **Section 9- Light Duty Policy**

An injured officer, an officer out sick, or an officer who is temporarily disabled in any circumstances as a result of an on the job injury where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may be required to work light duty status. An injured officer, an officer is out sick, or an officer who is temporarily disabled in any circumstance as a result of an injury that occurred while off duty, where he/she is determined capable of performing light duty assignments, may choose to work light duty. Provided the following holds true for both on duty and off duty temporary disabilities:

1. Capability to perform light duty shall be determined by the officer's physician.
2. An officer may request from the Chief of Police to be placed on light duty. However, prior to reporting to light duty, the officer must be informed in writing of the type of work he/she must do while on light duty. The officer's physician will use this work description to determine the officer's eligibility for light duty.
3. Light Duty assignments shall in no way impede the officer's recovery. The officer shall have no contact with arrestees while on light duty.
4. While on light duty, the officer shall be assigned to his/her regular shift unless there is a medical necessity for the officer to be assigned to another shift. The officer's dress will be business casual as determined by the Chief of Police. Whether or not the officer is capable of carrying his/her service weapon will be determined by his/her physician.
5. No officer shall be required to leave the station while on light duty.
6. The officer must be granted time off for doctor's visits or therapy.
7. All light duty assignments are strictly temporary in nature and shall not exceed eighteen (18) consecutive months.
8. Officers on temporary light duty are prohibited from engaging in outside employment, if such employment would impede the officer's recovery.
9. Officers will be allowed to appear in court if cleared to do so by their attending physician.

10. Temporary light duty in no way will restrict the officer from exercising his/her rights under the Federal Medical Leave Act or the Rhode Island Parental and Family Medical Leave Act.
11. No Officer on light duty shall be allowed to work overtime.
12. 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 10 - Present Benefits**

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to police officers covered by this Agreement and shall be made a part hereof.

**ARTICLE 22**

**Section 1 - Fitness Standards**

For officers hired after July 1, 2001, the Chief of Police shall establish a minimum physical fitness standards policy as set forth herein and attached thereto as Exhibit B, which must be maintained by the officer as a condition of employment.

**ARTICLE 23**

**Section 1 - Police Cars**

All police cars shall be equipped with a dome light over the front seat of the car, a first aid kit and the window and door handles shall be removed from the rear doors.

Commencing July 1, 1988 all newly acquired police vehicles shall be equipped with electric door locks, electric windows and key-a-like units. Each officer shall be issued one key each which fits all marked patrol vehicles.

**Section 2 - Traffic Flow**

Whenever road construction interferes with the normal flow of traffic over a highway within the Town of East Greenwich, the Chief of Police shall make a determination of whether or not the presence of a police officer is needed to control the traffic flow. In the event that a police officer is needed, the contractor responsible for the construction shall be required to pay for the services of a police officer at the Special Detail rate.

**ARTICLE 24**

**Section 1 - School Travel Expense**

When a member of the Police Department covered by this Agreement is requested or ordered by the Chief of Police to attend a school, he/she shall be compensated at the current I.R.S. rate, for the use of his/her personal vehicle if used, measurement of mileage to be computed from the Police Department Headquarters in the Town House to the school site, and, further, that such school attendee shall be reimbursed for meal costs per day not exceeding seven dollars (\$7.00) per day upon presentation to the Chief of Police a paid receipt for any meal purchased. When school attendance requires overnight stay, meal reimbursement shall be twenty-one (\$21.00) dollars per day. In lieu of mileage reimbursement, the Town may provide a Town Vehicle.

**ARTICLE 25**

**Section 1 - Personal Property**

When a member of the Police Department covered by this Agreement shall be in the line of duty have any article of his personal property, lost, damaged or destroyed, exclusive of personal papers, credit cards, charge account plates or cash in excess of ten dollars (\$10.00), he/she shall have said

item repaired or replaced within 45 days from the date the loss or damage claim is submitted to the Chief of Police. If the item in question is deemed non-repairable or lost, then the item shall be replaced with a similar model of equal value, or one equal thereto of another brand, provided said member submits proof of purchase for the value stated in the form of a receipted sales slip from the vendor thereof to the Chief of Police so as to establish the true value and model of the item or items in question. Final determination as to value and the decision as to repair or replacement shall be the responsibility of the Chief of Police whose final decision in the matter of claim shall be binding and final on the parties involved thereto.

## **ARTICLE 26**

### ***Parental Leave***

#### **Section 1 - Duration**

An Employee may elect parental leave for a period of thirteen (13) weeks commencing with the date of birth of a child, foster placement of a child, or adoption of a child under the age of sixteen (16) by the Employee or the Employee's spouse. Parental leave shall be without pay or credit toward seniority. Parental leave shall be granted in accordance with all applicable federal and state laws.

With the approval of the Town Manager, an employee may extend leave granted for the birth, foster placement of a child, or adoption of a child up to six (6) months from date of birth or adoption. Said leave shall be without pay, benefits or credit toward seniority.

#### **Section 2 - Return to Work**

Upon his or her return from a thirteen (13) week leave or less, the Employee shall be placed in the assignment he or she left. Upon his or her return from a leave longer than thirteen (13) weeks, the Employee shall be placed in the assignment that she or he left if the position is still open and, if the position that she or he left is not open, the Employee shall be placed in as nearly comparable a position as is available. Upon return, all unused benefits accrued prior to said leave shall be credited to the Employee.

## **ARTICLE 27**

### ***Maternity Leave***

#### **Section 1 - Duration**

Maternity leave shall be for the period of time during the Employee's pregnancy in which she is physically disabled by reason of pregnancy from performing her duties as an Employee and extending until the Employee is physically able to perform her duties as an Employee.

Normally maternity leave shall commence on the date of delivery and terminate eight (8) weeks after delivery. If the Employee seeks to begin maternity leave prior to delivery or extend it beyond eight (8) weeks from delivery, she must file with a request for Family and Medical Leave with a physician's letter stating that the Employee is physically disabled from performing her job duties during such time period. The Employee may return less than eight weeks after delivery providing she received clearance from her physician.

#### **Section 2 - Notification**

The Employee must notify the Special Assistant to the Chief at least thirty (30) days in advance of her intention to take maternity leave unless prevented by medical emergency. The Employee must also notify the Special Assistant to the Chief within thirty (30) days after the termination of the pregnancy of the estimated date when she will be able to return to her duties, unless prevented by medical emergency from doing so.

#### **Section 3 - Payment**

While absent on maternity leave, the Employee, if so certified by her Doctor, shall be entitled to use temporary disability insurance (TDI) for any time she is unable to work for medical reasons. It is agreed that pregnant employees who have exhausted their TDI may utilize their accrued sick leave. If the pregnant employee exhausts the TDI and the accumulated sick leave, then the remainder of the maternity leave shall be without pay. Benefits will be continued if the Employee elects parental leave to the extent benefits are provided by Article 27, Parental Leave. The



Employee must return from maternity leave as soon as she is physically able to perform her duties and is cleared by her physician.

**Section 4 - Return to Work**

Upon her return, the Employee shall be placed in the assignment that she left, if the position is still open, and if the position that she left is not open, the Employee shall be placed in as nearly comparable a position as is available.

**ARTICLE 28**

**Death In The Line Of Duty**

In the event of a Line of Duty, the Town shall pay for the burial costs of the deceased officer. The amount of the burial costs shall not exceed ten thousand (\$10,000.00) dollars.

**ARTICLE 29**

**Severability of Provisions Clause**

If any provision of this Agreement is ruled to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE 30**

**Section 1 - Duration of This Agreement**

This agreement shall be in full force and effect from July 1, 2022 to June 30, 2025. This is the entire Agreement between the parties and may be amended, added to or modified only by further written Agreement signed by both parties. If either party hereto wishes to amend this Agreement, a written notice must be given to the other party of its intention to amend at least one hundred and twenty (120) days prior to the last day on which money can be appropriated by the Town of East Greenwich.

IN WITNESS WHEREOF, the said Town of East Greenwich 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 of the Town of East Greenwich as of the day and year first above written, and the said Local Number 472, 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 EAST GREENWICH

7/13/22 [Signature]  
Date Town Manager

In the presence of:

[Signature]  
Town Clerk

APPROVED TO FORM:

7/13/22 [Signature]  
Date Town Solicitor

INTERNATIONAL  
BROTHERHOOD OF POLICE  
OFFICERS, LOCAL 472

7/14/2022 [Signature]  
Date Paul Saccoccia

7/11/2022 [Signature]  
Date IBPO President

**Exhibit A - Health Insurance and Dental Benefits**

See Healthcare Booklet Blue Cross Blue Shield Blue Solutions High Deductible Plan.  
See Delta Dental of Rhode Island Summary Plan