

**COLLECTIVE BARGAINING
AGREEMENT**

between

**THE TOWN OF HOPKINTON
and
HOPKINTON LOCAL 498 - IBPO**

Effective July 1st, 2022 through June 30th, 2025

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AGREEMENT

This Agreement is made and entered into for the period commencing July 1, 2022 and ending June 30, 2025, by and between the Town of Hopkinton, Rhode Island, hereinafter referred to as "the Town" and Hopkinton Local 498, International Brotherhood of Police Officers hereinafter referred to as "the Union".

ARTICLE I

NON-DISCRIMINATION

Section 1. Neither the Town nor the Union shall discriminate against any employee for any reason or upon any basis prohibited by law. Without limitation of the foregoing, the Town and Union shall observe policies of nondiscrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, gender identity or expression, age or sexual orientation or preference. Any and all claims of discrimination may be pursued under the provisions of the applicable statutes or any of the provisions of this Agreement.

Section 2. Neither the Town nor the Union shall discriminate against an employee as a result of membership, non-membership or lawful activity in or on behalf of the Union.

Section 3. All references in this Agreement to an employee of the bargaining unit as well as use of the pronoun "he" are intended to include all genders. When the male gender is used, it shall be construed to include employees of all genders and gender identities.

ARTICLE II

RECOGNITION

Section 1. The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for sworn full-time police officers of the Hopkinton Police Department ("Department"), below the rank of captain. The words "member", "member of the bargaining unit", "employee", "officer", "patrol officer", "personnel", and/or "police officer" (or the plurals thereof) when used in this Agreement shall mean all sworn, full-time officers of the Department, excluding persons attending the police academy. Nothing herein shall be construed to require any officer to join or refrain from joining the Union, it being understood that each individual officer has constitutionally protected rights to make a choice to join or refrain from joining the Union. Moreover, nothing herein shall be construed to require an officer to join the Union as a condition of employment or continued employment with the Town, as each officer has constitutionally protected rights to choose not to join or associate with the Union.

Section 2. Officers hired under the COPS grant program may elect to become members of the Union. In the event of loss of funding, officers hired under the COPS grant program may be terminated.

ARTICLE III

UNION SECURITY/DUES AND FEES DEDUCTIONS

Section 1. Under *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court— Decided June 27, 2018: "*Neither an agency fee nor any other payment to the Union may be deducted from a nonmember's wages,*

nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay.” The Union may not charge any employee dues, a so-called “service charge” or “service fees” without the employee’s affirmative written consent. The Union negotiates this Agreement that sets forth the terms and conditions of employment of all positions in the bargaining unit. However, the decision whether to join or not join the Union belongs solely with each employee. If an employee should decide not to join the Union, his terms and conditions of employment shall nonetheless be those set forth in this Agreement. Each employee shall sign a form expressing his option and choice, by affirmative consent, whether to join or not join the Union and whether to permit the deduction of any dues, so-called “service charges” or “service fees”.

Failure to Pay Dues or Service Fee

The rights of any member who elects not to pay either union membership dues or service fees shall be governed by the provisions of R.I.G.L. §28-9.2-18, as amended.

The Union, through its treasurer, shall certify, in writing, the amount of membership dues and the service charge to the Town Treasurer. The Town shall deduct from the pay of each employee covered by this Agreement all required Union dues and service fees, provided that at the time of such deduction, lawful voluntary written authorization for such deductions, executed by the employee in a form agreed upon by the parties, is in the possession of the Town Treasurer and provided further that a majority of the employees have given such authorization. All such dues and service fees deducted hereunder shall be remitted by the Town to the treasurer of the Union on a bi-weekly basis.

Section 2. The Union agrees that it shall give at least thirty (30) days’ notice to the Town if the Union desires to change the amount of dues and/or service fees to be deducted from employee paychecks.

Section 3. The Town and the Union agree that the Union Security Provision pertains to dues and service fees only and is not intended to enlarge any rights that the probationary employees presently enjoy.

Section 4. The Union and its international union agree to and hereby do, indemnify the Town against any award, judgment, loss or expense arising out of any claims made against the Town by an employee or governmental agency because of such deduction from his wages or because of any other provisions of this Article. Without limiting the generality of the foregoing, the Union and its international union shall indemnify and hold harmless the Town and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability, "monetary or otherwise", and for all reasonable legal costs and fees that shall arise out of or by reason of action taken or not taken by the Town in complying with the provisions of this Article. If an improper deduction is made, the Union and its international union shall refund directly to the employee any such amount.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. The Town shall retain all rights and responsibilities inherent in the Town Council, Town Manager, and Chief of Police by law, and departmental rules, regulations, policies, and procedures which are not inconsistent with the terms of this Agreement. Additionally, except to the extent there is contained in this Agreement, express and specific provisions to the contrary, all authority, power, rights, jurisdiction, and responsibilities for the efficient and effective management and direction of the officers and other employees of the department are vested, retained and reserved exclusively to the Town. Without intending

to limit the generality of the foregoing, all of the authority, power, rights, jurisdiction, and responsibilities of the Town to manage, direct, control and supervise the operations and affairs of its Department are retained by and reserved exclusively to it, including without limitation, the rights to: hire and direct officers; establish and maintain performance standards for quality and professionalism; promulgate Department rules and regulations, general orders, policies, and standard operating procedures as it requires in its sole discretion for the governance of the operations and affairs of its Department, provided such promulgations do not conflict with the express provisions of this Agreement and applicable law; and suspend, demote, terminate and otherwise discipline employees in accordance with the *Law Enforcement Officers' Bill of Rights*(LEOBOR), R.I.G.L. 42-28.6-1 *et seq.*

No provision of this agreement shall be applied or construed to limit, impede or abridge any of the Town's authority or obligations granted to it under state or federal law.

The terms of this section shall not be construed as a waiver of the bargaining rights of the Union as they may pertain to unilateral changes which may take place during the term of this Agreement.

Section 2. The Chief of Police shall promulgate and amend, when warranted, rules and regulations, policies and procedures governing the Department. Upon adoption, such rules and regulations, policies and procedures shall be provided, in writing, to each Department employee covered by this Agreement. Such rules and regulations, and policies and procedures shall be adhered to by all employees of the Department.

Section 3. Union employees shall be permitted to make suggestions regarding the Department's rules and regulations. Such suggestions shall be submitted, in writing, to the

Chief of Police and to the Union President. Such suggestions will be given due consideration and, if deemed prudent, may be subsequently adopted.

ARTICLE V

STRIKE PROHIBITION

The Town shall not directly or indirectly engage in any lockout. Employees shall have no right to engage in any work stoppage, slowdown or strike in accordance with R.I.G.L. 28-9.2-2 and 28-9.2-12, as amended.

ARTICLE VI

PROBATIONARY PATROL OFFICERS

A newly-hired police officer shall serve a one-year (365 days) probationary period which shall begin on the date he is sworn in. Upon successful completion of probation, a probationary police officer shall be granted permanent status. Probationary police officers shall not have the right to grieve or arbitrate the imposition of any form or measure of discipline or the dismissal from employment during the term of their probationary period. If a probationary police officer sustains an injury or illness which prevents the officer from working his regular duties for an extended period of time, the Town may extend that officer's probationary period for a period of time substantially equivalent to that officer's absence from duty.

ARTICLE VII

WORK HOURS AND SHIFT SELECTION

Section 1. Hours. The regular work schedule for employees covered by this Agreement shall consist of four (4) days on and two (2) days off, to be worked in eight (8) hour continuous tours of duty, an average of 37.5 hours per week. For purposes of computing hourly pay, annual pay shall be divided by 1946.46 hours, per year.

During the term of this agreement, the Department shall maintain three (3) permanent shifts covering each 24-hour period as follows:

First Shift:	0800 through 1600
Second Shift:	1600 through 2400
Third Shift:	2400 through 0800

The Town agrees to staff each shift with a minimum of two (2) uniform police officers who are available for calls. Shift preferences shall be determined by seniority within rank.

In addition to the above schedule, the Department and the Union agree that the hours for a Detective position shall consist of five (5) days on followed by two (2) days off. Detectives work forty (40) hours, per week. Any hours in excess of the forty (40) hours shall be calculated at time-and-one-half or compensatory time. A duty detective may be used in the patrol division to satisfy the minimum staffing provisions of this Agreement.

Detectives who work a five (5) day on, two (2) day off schedule shall be granted an additional fifteen (15) days leave with pay, per year, accrued per pay period to compensate them for the additional days worked over those officers who work a four (4) days on, two (2) days off schedule. Detectives shall receive a wage differential of one dollar and twenty-five

cents (\$1.25), per hour, in addition to their normal hourly wage rate which coincides with Patrolman years of service on the salaries page.

The Chief of Police shall be allowed to flex the hours of work of Detectives, for the purpose of conducting investigations, attending meetings within the community, and other police business that cannot be conducted Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. In addition to the flex time, the Chief of Police may also assign a split shift schedule to one Patrol Sergeant and one Patrol Officer for the purpose of better managing staff time and the Department's budget. A split shift will be assigned based on seniority. In the event a dispute arises as to the need to flex said hours, it shall be resolved through the grievance procedure.

Section 2. Shift Selection. Employees may bid for shift preference, within rank, pursuant to the seniority provisions of this Agreement, semi-annually on January 1st and July 1st of each year. An employee seeking a shift change must provide the Chief of Police with at least thirty (30) days' notice. The Chief will provide the employee two (2) weeks' notice of any change to his schedule.

ARTICLE VIII

MUTUAL SWAPS

The Chief of Police, or his designee, may allow mutual swaps on a limited basis provided that both officers submit a written request enumerating the date, shift and reason for the mutual swap. All mutual swaps must be made within thirty (30) days of the initial swapping day.

ARTICLE IX

CALL BACK

Any employee called back to work from off-duty status shall be compensated at a rate of time-and-one-half for a minimum of four (4) hours. It is considered continuous duty when an employee is called for duty, and job requirements (i.e., court/training) demand that the employee continue duty past the regular shift, unless there occurs a lapse of duty of four (4) hours or more at which time the call back provision would apply. Four (4) hours minimum shall apply one time.

ARTICLE X

OVERTIME

All hours worked in excess of regularly scheduled hours shall be compensated monetarily or with compensatory time at time-and-one-half the regular rate of pay. There shall be no pyramiding of premium pay.

ARTICLE XI

COURT TIME AND TRANSPORTATION

Section 1. Court Time. Any employee covered by this Agreement who shall be required outside their scheduled shift and/or work schedule to appear in court or required to attend a hearing because of their employment duties shall be paid monetarily or with compensatory time at the rate of one-and-one-half times their regular rate of pay with a four-hour minimum. Any interrogation or questioning under the provisions of the LEOBOR shall be excluded from coverage under this section.

Section2. Transportation. Upon request, the Department may provide transportation for training and court appearances. If employees choose to use Town-provided transportation from the police station, they shall be compensated for the time beginning with their departure from the police station and ending upon their return to the police station or until they leave work that day, whichever comes later. If employees choose to use their own transportation, they will be compensated from the time they leave their home until the time they return home provided they go directly to and from training/court.

ARTICLE XII

HOLIDAYS

Section 1. Holidays. For the following holidays, each employee shall receive one (1) additional day's pay (8 hours). Those working shall be compensated at time-and-one-half in addition to the additional day's pay (12 hours). A day's pay shall constitute the regular number of hours an employee is working at the time of the holiday at the regular rate of pay. These fifteen (15) holidays are as follows:

One-half day before New Year's Day
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Victory Day

Police Memorial Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
One-half day Christmas Eve
Christmas Day

ARTICLE XIII

PERSONAL, VACATION, AND COMPENSATORY TIME

Section 1. Personal Days. Employees shall receive the following paid personal days, per year, on July 1st.

Date sworn through completion of year 1	3 days
Beginning of year 2 through completion of year 5	5 days
Beginning of year 6 through completion of year 10	5 days
Beginning of year 11 or more	5 days

Personal days shall be prorated for the first year of employment, per pay period, until the next July 1st, with a minimum of 1 day given.

Employees who wish to take a personal day shall contact the Captain, Chief of Police, or supervisor no less than 12 hours prior to the beginning of their scheduled shift. The Chief of Police, Captain or Supervisor reserves the right to deny the granting of a personal day in the event of a declared state of emergency or on designated holidays. Emergency personal days with less than 12 hours advanced notice may be granted at the discretion of the Chief of Police or Captain.

Section 2. Vacations. The number of paid vacation days that employees shall be entitled to during the calendar year, accrued per pay period, shall be calculated as follows:

Date sworn through completion of year 1----- - 4 days (1.2308 hours per pay period)
Beginning of year 2 through completion of year 5----- 8 days (2.462 hours per pay period)
Beginning of year 6 through completion of year 10---- 17 days (5.231 hours per pay period)
Beginning of year 11 through completion of year 15--- 20 days (6.154 hours per pay period)
Beginning of year 16 through completion of year 20---- 21 days (6.462 hours per pay period)
Beginning of year 21 or more----- 22 days (6.769 hours per pay period)

Employees shall be allowed to carry over up to ten (10) vacation days into the next year, after their anniversary date. The Chief of Police may allow an officer to use vacation time during an officer's calendar year even if the time has not been accrued. In the event that an officer resigns or is terminated and there is a negative balance of vacation time taken, that officer is obligated to pay that time back.

When a shift is staffed with two (2) officers, one (1) officer may use a vacation day. If the other Officer also wishes to have the same shift off, he must use a personal day. The decision to utilize vacation time versus personal time shall be based on the senior officer's choice. This shall not preclude an officer from swapping with another officer. When a shift is staffed with three (3) or more officers; any additional officers beyond the minimum-manning requirement (2) may use comp time. If any overtime needs to be filled on that shift, the officer(s) creating the overtime must use a vacation or personal day. The decision to utilize vacation time versus personal time shall be based on the senior officer's choice. This shall not preclude an officer from swapping with another officer.

If more than one (1) employee desires the same vacation day, and it is not in the best interests of the Town to have more than one (1) employee on vacation, then the employee who is senior in service shall have first choice of vacation. No employee shall be required to take vacation without at least one (1) month advance notice by the Chief of Police.

On contractual holidays; when there are two (2) officers scheduled, only one (1) officer shall be allowed to take the particular shift off unless another officer voluntarily agrees to take the additional shift.

When a shift is staffed with three (3) or more officers; any additional officers beyond the minimum-manning requirement (2), may use any accrued time to take the shift off. In the

event additional officers wish to take the shift off, said shift will only be approved if another officer voluntarily agrees to take the additional shift. Time-off requests shall be awarded based on seniority.

Any vacation request for three to five (3-5) consecutive days shall be submitted, in writing, to the Chief of Police at least three (3) calendar days before the requested start of vacation. Any vacation request in excess of five (5) consecutive days shall be submitted, in writing, to the Chief of Police at least ten (10) calendar days before the requested start of vacation. The Chief of Police may grant exceptions to this advance written request requirement.

Section 3. Leave Reports. All employees shall have the right to request a report reflecting accrued sick leave, vacation and compensatory time.

Section 4. Compensatory Time. Compensatory time shall be calculated at time-and-one-half. Employees may accrue up to sixty (60) hours of compensatory time annually. Employees may choose to accept compensatory time in lieu of overtime. At his discretion, the Chief of Police, or his designee, may offer compensatory time for non-mandatory training and special events. Employees may not carry over more than thirty (30) hours of compensatory time into the next fiscal year. At his discretion, the Chief of Police may direct an employee to discharge compensatory time in excess of thirty (30) hours, upon five (5) days' notice. A request to use accumulated compensatory time shall be made, in writing, by an employee to the Chief of Police, or his designee, prior to the date requested. The Chief of Police shall determine whether or not to authorize the discharge of said compensatory time. Compensatory time cannot create overtime unless approved by the Chief of Police.

Section 5. Definition of Leave Day. With regards to definition of time for use of a personal, vacation or comp "day", it shall be construed as 8 hours prior to the beginning the requested shift off and 8 hours after the end of the requested shift. This shall be used with reference to order-ins and how they are filled.

ARTICLE XIV

SICK LEAVE

Sick leave shall be granted at the rate of fifteen (15) working days, per year, accrued per pay period with no limit on accumulation. Whenever employees incur an illness/injury requiring an absence from work, employees shall notify their supervisor or, in their absence, the senior officer on duty as to the circumstances surrounding the absence, as soon as practical. When officers are out sick, they shall complete an absence from duty form upon return, indicating a general description of the illness, which must be submitted to the Captain or, in his absence, the Chief of Police. The Captain shall maintain the form and its confidentiality. When the absence is for three (3) or more consecutive days, the Chief of Police may require a physician's certificate or other satisfactory medical evidence, which substantiates the employee's functional impairment from performing his regular police duties. Failure to comply with this provision shall result in the loss of sick leave benefits for that period of absence. Any violation or abuse of any of the rules or regulations pertaining to sick leave use or the provisions of this Agreement, or the willful making of a

false claim for sick leave shall subject the employee chargeable therewith to disciplinary action and/or the requirement to make restitution.

Sick leave shall be defined as the absence from duty of any Department employee because of personal illness or bodily injury not causally related to police duty. Sick leave will be authorized only for a medically necessary absence because of an employee's inability to perform the functions of his regularly assigned duties and responsibilities. The Union and Department employees acknowledge and agree that regular and predictable attendance is an essential function of employment.

If an employee discharges sick leave in an instance or pattern that is reasonably indicative of abuse, the Town may, at its sole expense, have said officer examined and evaluated by a physician or medical expert of its choice, to assess issues such as, but without limitation, functional capacity, functional impairment, physical and mental fitness for duty or physical or mental fitness for resumed duty. Any such examination shall not be mandated arbitrarily or for purposes not consistent with business necessity of the Department and public safety. Additionally, any such examination shall be conducted by a duly licensed physician with the requisite education, training, experience, and board certification in the field(s) of medicine relevant to the officer's alleged injury or illness. An officer ordered to any such examination shall fully cooperate with the designated physician and shall not be required to discharge any form of his accumulated leave, pending the completion of said examination. In the event that the Town finds an officer is abusing sick time the Town may take disciplinary action.

In the event an employee does not use any sick leave days within the six-month period beginning either July 1 through December 31, or January 1 through June 30 of each fiscal year, he shall be granted one (1) administrative leave day for each period to be taken at a time that does not

create over time and/or at the discretion of the Chief of Police, whose permission shall not be unreasonably withheld.

ARTICLE XV

FAMILY SICK LEAVE

When illness in the immediate family requires an employee's personal attention and such necessity is supported by a doctor's certificate, when required by the Chief of Police, family sick leave may be taken. Immediate family, as used herein, shall mean spouse, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter or domestic partner residing in the household. Family sick leave shall not exceed five (5) days, per year, accrued per pay period, with no limit on accumulation.

ARTICLE XVI

PAYMENT OF ACCUMULATED SICK LEAVE AND FAMILY SICK LEAVE

Whenever an employee is laid off, dies, or retires, the employee shall be compensated for any and all unused accumulated combined sick leave and family sick leave in excess of one-hundred (100) days and up to two-hundred sixty (260) days. Said compensation shall be at fifty percent (50%) of the regular rate of pay at the time of retirement, layoff, or death paid at the discretion of the employee in a single lump sum payment on the date of retirement or over any specified number of pay periods requested by the retiring or laid off employee. The retiring or laid off employee shall provide thirty (30) days' notice to the Town Treasurer as to the method of payment for his unused and accrued sick time.

ARTICLE XVII

FAMILY AND MEDICAL LEAVE ACT OF 1993 AND THE RHODE ISLAND PARENTAL AND FAMILY MEDICAL LEAVE ACT

As applicable, the Town agrees to comply with the governing state or federal parental and family leave legislation including the Family and Medical Leave Act of 1993, Pub. L. No. 103-03, § 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1 et. seq. A member who is eligible to discharge leave under the Family and Medical Leave Act of 1993 ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") shall comply with all requirements of those statutes including, without limitations, the notice and medical certification requirements, as well as the fitness for duty requirement of those laws. Should a member discharge paid sick leave under this article for FMLA or RIPFMLA qualifying leave, such paid leave shall be counted against the member's FMLA or RIPFMLA cumulative allowances.

ARTICLE XVIII

BEREAVEMENT LEAVE

A maximum of five (5) days leave with pay shall be granted to an employee for death in the immediate family. "Immediate family" shall include; wife, husband, mother, father, stepfather, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, grandchild, or significant other residing in the household. A maximum of three (3) days leave with pay shall be granted for mother-in-law, father-in-law, grandmother, grandfather, half-brother, and half-sister. One day's leave with pay shall be granted for attending the funeral of any other relative. Employees will be allowed to use vacation or personal time to participate in a funeral of a non-relative.

ARTICLE XIX

INJURY AND ILLNESS

Whenever an employee shall be totally or partially incapacitated because of injuries received or sickness contracted in the performance of his duties, the Town shall pay the fixed salary, medical, surgical, dental, optical, and hospital expenses and for treatment, attendants, nurses, medicine, crutches or apparatuses for such periods as is necessary and required pursuant to Section 45-19-1, R.I.G.L. 1956, as amended, or as otherwise required by law. An employee who shall become totally or partially incapacitated by reason of injuries received or sickness contracted in the performance of his duties during such incapacity shall receive leave with full salary or wages and medical expenses from the Town, less any amounts received by the employee under any insurance coverage, including Workers' Compensation. Such leave shall not be deducted from any accrued sick leave. The Town will pay the cost of the work-related injury portion of the health insurance premium.

Any employee absent because of sickness contracted or injuries sustained in the performance of his duties, including heart attack or heart condition and hypertension, continuously for a period of at least twelve (12) months shall then report to active duty within a period of thirty (30) days or submit medical verification that he is physically unfit for duty, and therefore unable to return to his regular duties. The Chief of Police may require a partially disabled employee to report and perform light duty available within the Department, provided that such light duty is consistent with the employee's physical capabilities and limitations, as determined by the employee's and Town's physicians and provided further that light duty assignment will not impede the employee's recovery. Any disputes arising out of this section shall be resolved under the procedure set forth above. An

employee shall not be required to perform light duty until any such dispute has been resolved. Nothing within this section shall be construed to abrogate any of the rights of obligations under Title I of the Americans with Disabilities Act. The employee shall be placed on the retirement list or report back to duty according to a determination by the Chief of Police after reviewing the medical evaluation. Any employee who has been away from his job for a period of twelve (12) months and who returns to their normal duties and suffers a recurrence of the same sickness or injury that disabled him initially within a six (6) month period of his return shall be given one additional thirty (30) day period to return to his regular duties or be placed on retirement.

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

Subject to the approval of the Chief of Police, whose approval shall not be unreasonably withheld, the Town agrees to pay all inoculation or immunization shot expenses for members of an employee's immediate family or significant other residing in his household, when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty.

In the event of a dispute as to the nature, extent, or causation of an injury, illness, disability, or recurrence thereof or as to the medical necessity or reasonableness of medical services and expenses, it shall be resolved in the following manner:

A physician designated by the Town and a physician designated by the employee or Union shall select a neutral physician to examine the officer and all relevant medical records and invoices. All three physicians shall be Medical Doctors who are Board certified or otherwise similarly qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness, or disease. If the Town's physician and the employee's/Union's physician disagree, then the determination of the third physician shall be final and binding as to the condition, its nature, severity, or extent, upon which the two physicians disagreed, subject to the right of the Union or the Town to have said determination reviewed by a single arbitrator to be appointed by American Arbitration Association or the Labor Relations Connection who are able to hear the case within thirty (30) days, and decide it within thirty (30) days after the close of the hearing.

An employee who is absent from duty because of 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.

Whenever an employee is injured or becomes ill during the performance of duty, he shall, prior to the end of the work shift, notify his immediate supervisor who, in turn, shall notify the Chief of Police, in writing, of any and all facts relating to this incident.

ARTICLE XX

UNION BUSINESS LEAVE

If meetings between the Town and the Union are scheduled for arbitration, contract negotiations or to discuss grievance matters, no more than two (2) representatives of the Union shall be released from all regular duties, without loss of pay, for such time as may be required to permit their attendance at such meetings.

ARTICLE XXI

JURY DUTY

Employees shall be granted time off for jury duty. Such employees shall receive their regular pay minus the fees received for said appearances.

ARTICLE XXII

LEAVE OF ABSENCE

Section 1. Leave of Absence.

(a) Upon written request, to the Chief of Police and with approval of the Town Manager, the Chief of Police may grant an unpaid leave of absence to an employee. The request shall be made as far in advance as possible.

Section 2. Exemplary Service. The Chief of Police, with the approval of the Town Manager, may award a day off to an employee for exemplary service.

ARTICLE XXIII

HEALTH, DENTAL, LIFE INSURANCE, AND DEATH BENEFITS

Section 1. Health and Dental Insurance. The Town will provide health and dental insurance substantially equal to the employee's coverage presently in existence, said coverage to be placed with a provider of the Town's choice. The Town will provide health insurance benefits with co-pays to the employee of no greater than \$15 Primary, \$25 Specialist, \$50 Urgi-visit and \$100 Emergency Room, with a prescription plan with copays to the employee of no greater than \$7/\$25/\$40/\$40, said coverage to be placed with a provider of the Town's choice.

Section 2. Employee Co-Shares. All employees shall pay a portion of the premium for their health and dental coverage at a rate of twenty percent (20%) for the fiscal year 2022-2023, twenty percent (20%) for the fiscal year 2023-2024, and twenty (20%) percent for the fiscal year 2024-2025."

Section 3. Coverage Selection. Employees shall be allowed to select Individual or Family Health and Dental insurance, as provided for in Section 1.

Each employee shall sign a payroll deduction authorization as may be required by the Town to satisfy the co-sharing obligations set forth herein.

Section 4. Waiver of Benefits. Employees shall be allowed to waive benefits in this Article provided they are covered by similar or the same benefits through another source. Employees who elect to waive this coverage shall receive fifty percent (50%) of the costs of the Town's annual savings from the employee's election to waive coverage up to maximum of Twenty-Five Hundred (\$2,500) Dollars. The payment shall be made to the electing employee in two (2) installments, one in January (for the period of July 1 –

December 31) and one in July (for the period of January 1 – June 30). An employee shall make his election, in writing, addressed to the Town Treasurer and delivered to the Town Treasurer's office by May 1st of each year for the next fiscal year. If the employee terminates his employment with the Town, he agrees to reimburse the Town the pro rata share of compensation in lieu of coverage and the Town may set off that obligation against any funds otherwise due to the employee. Employees whose spouses work for the Town shall not be entitled to dual coverage or to compensation for not having dual coverage. Rather, the employees shall be entitled to be covered under the appropriate coverage on the same terms as other employees whose spouses do not work for the Town.

Section 5. Vision Care. The Town shall provide each employee with vision care insurance (including contacts) equivalent to Blue Cross's six-hundred dollar (\$600.00) annual vision hardware rider.

Section 6. Life Insurance. The Employer shall provide term life insurance to all employees covered under this Agreement in the following amounts:

- Employees under the age of 65 in the amount of One-Hundred Thousand Dollars (\$100,000.00).
- Employees aged 65-69 in the amount of Seventy-five Thousand Dollars (\$75,000.00).
- Employees 70 years of age or older in the amount of Fifty Thousand Dollars (\$50,000.00).

Upon retirement, the employee shall have the option to keep the policy at the Group Rate at the employee's own expense.

Section 7. Funeral and Burial Expense. The Town agrees to pay all funeral and burial expenses up to a maximum of Seventeen Thousand and 00/100 (\$17,000.00) Dollars, for an employee killed in the line of duty.

Section 8. Death Benefits. The Town agrees to pay the sum of Seventy-Five Thousand and 00/100 (\$75,000.00) Dollars to the spouse or other named beneficiary of any employee who is killed in the line of duty, in addition to any benefit or payment owed under Section 9 of this contract.

Section 9. Payments Upon Death. In the event an employee dies during the course of employment, the Town shall pay any and all unpaid salary, overtime, accumulated sick leave (consistent with Article XVII, entitled, Payments of Accumulated Sick Leave and Family Sick Leave), vacation leave, compensatory time and other entitlements contained within this Agreement to the duly authorized representative of the estate, or such other payee, as allowable under Rhode Island law.

ARTICLE XXIV

PROMOTIONAL PROCESSES

Section 1. Promotional Processes. The Town agrees to fill supervisory ranks and detective vacancies through competitive processes administered to those employees of the next lowest rank or eligible patrol officers for detective vacancies.

The Chief of Police and the Captain's position shall be excluded from the provisions of this section. The Captain shall be chosen from within the Department from among the members of this bargaining unit.

The Town shall fill promotional vacancies within one-hundred-twenty (120) days from the date the Town determines a vacancy exists.

For all promotions and assignments, the Chief of Police, or his designee, shall select from the top two (2) candidates, provided said candidates are within ten (10) points of each other, upon completion of the promotional process.

Section 2. Definition. Rhode Island Law Enforcement Agency is defined as any State, City, or Town law enforcement agency that uses the Rhode Island State Police Academy, Providence Police Academy, or the Rhode Island Municipal Police Academy as a certifying body for its police officers.

Section 3. Sergeant Promotional Processes.

Time-in-grade Requirement-- To be eligible to participate in the promotional process, the following continuous service requirements must be met:

Sergeant--Patrol officers with three (3) years of continuous service within the Department or two (2) years of continuous service within the Department and five (5) years of minimum service with a Rhode Island Law Enforcement Agency shall be eligible to participate in the promotional process for the rank of Sergeant.

Written Examination:

Content-- A written examination shall be administered as part of the promotional process.

The written examination may contain questions pertaining to:

Supervision
Principles of Administrative Organization
Department Procedures and Regulations
State and Local Laws
Police Investigations
Patrol Procedures

Notice-- The Chief of Police shall post at least thirty (30) days prior notice of the examination on the Department bulletin board. Such notice shall contain the source of all written materials upon which the written examination is based.

Material -- The Town agrees to maintain one copy of all necessary study material in an accessible location within the Department at least thirty (30) days prior to the actual date upon which the written examination is administered.

Written Examination Weight --Forty (40) out of one-hundred (100) points.

Oral Interview:

Content -- An oral interview shall be administered as part of the promotional process. The oral interview may contain questions pertaining to:

- Supervision
- Principles of administrative organization
- Department procedures
- State and local laws
- Police investigations
- Patrol procedures
- Candidate's personnel history (including service record and general background, performance level, commendations, disciplinary sanctions, attendance and special skills, etc.)

Format -- Oral interviews shall be conducted by a three (3) member panel -- two (2) members chosen by the Chief of Police and one (1) chosen by the Union. Each panelist shall be of a higher rank than the rank tested and be from an outside law enforcement agency.

Oral Interview Weight -- Forty (40) out of one-hundred (100) points.

Seniority Points: Candidates shall receive one-half (1/2) point for each completed year of service in the Department, up to a maximum of ten (10) points.

Prior Rhode Island Law Enforcement Service:

5 completed years	1 point
10 completed years	2 points
15 completed years	3 points
20+ completed years	4 points

Combined Service-- Employees may combine Department and prior Rhode Island Law Enforcement service.

Seniority Weight-- Up to ten (10) out of one-hundred (100) points.

Education Points: Candidates shall receive the following educational points:

15-30 College Credits completed	1 point
30-59 College Credits completed	2 points
Associate's Degree (or 60 college credits completed)	3 points
Bachelor's Degree	4 points
Master's Degree or higher	5 points

Education Weight -- Up to five (5) out of one-hundred (100) points.

Chief of Police Points: The Chief of Police shall evaluate and rate each candidate before the written examination or oral interview. This evaluation shall include job performance, special skills, esprit de corp, leadership skills, military experience, knowledge, experience, personnel file (including service record, commendations, disciplinary sanctions, absence from duty, etc.)

Chief of Police Weight--Up to five (5) out of one-hundred (100) points.

<u>Phase</u>	<u>Summary</u>	<u>Percentage</u>
Written Examination		40 percent
Oral Interview		40 percent
Seniority		10 percent
Education		5 percent
Chief of Police Evaluation		5 percent
	<u>TOTAL</u>	<u>100 percent</u>

Section 4. Detective Promotional Process.

Time-in-grade Requirement. To be eligible to participate in the detective promotional process, a patrol officer shall have at least two (2) years of continuous service within

the Department or one (1) year of continuous service within the Department and a minimum of five (5) years of service with a Rhode Island law enforcement agency.

Oral Interview:

Content -- An Oral interview shall be administered as part of the selection process. Oral interviews may contain questions pertaining to:

- Department procedures
- State and local laws
- Police investigations
- Patrol procedures
- Candidate's personnel history (including service record and general background, performance level, commendations, disciplinary sanctions, attendance and special skills, etc.)

Format-- Oral interviews shall be conducted by a three (3) member panel – two (2) chosen by the Chief of Police and one (1) chosen by the Union. Each panelist shall have served as a Detective, hold the rank of Sergeant or higher and be from an outside law enforcement agency.

Oral Interview Weight --Up to eighty (80) out of one-hundred (100) points.

Seniority Points: Candidates shall receive one-half (1/2) point for each completed year of service in the Department, up to a maximum of ten (10) points.

Prior Rhode Island Law Enforcement Service:

5 completed years	1 point
10 completed years	2 points
15 completed years	3 points
20+ completed years	4 points

Combined Service -- Employees may combine Department and prior Rhode Island Law enforcement service.

Seniority Weight-- Up to ten (10) out of one-hundred (100) points.

Education Points-- Candidates shall receive the following educational points:

15-30 College Credits completed	1 point
31-59 College Credits completed	2 points
Associate's Degree (or 60 college credits completed)	3 points
Bachelor's Degree	4 points
Master's Degree or higher	5 points

Overall, Weight-- Up to five (5) out of one-hundred (100) points.

Chief of Police Points: The Chief of Police shall evaluate and rate candidates before the written examination or oral interview. This assessment shall include job performance, special skills, education, esprit de corp, leadership skills, knowledge, experience, and personnel file (including service record, commendations, disciplinary sanctions, absence from duty, etc.)

Chief of Police Weight -- Up to five (5) out of one-hundred (100) points.

<u>Summary</u>	<u>Percentage</u>
Oral Interview	80 percent
Seniority	10 percent
Education	5 percent
Chief of Police	5 percent
<u>TOTAL</u>	<u>100 percent</u>

Section 5. Duration of the Promotional Lists. Promotional lists shall remain in effect for two (2) years from the date the promotional list is promulgated by the Chief of Police.

Section 6. Results of Examinations. The Town shall post promotional lists once the final scores and standings are determined. These lists shall contain the names of candidates, their respective order of finish, their scores for each phase of the promotional process, and their final total score.

Section 7 Probationary Period. Promoted employees shall serve a probationary period of six (6) months and may be removed from the promoted position for cause and returned to their original position. If the promoted officer is on extended (i.e. thirty (30) calendar days or more)

sick leave, injured-on-duty leave, or military leave, this probation period may, at the Town's discretion, be extended for the duration of the time he was absent or unable to perform his duties.

Section 8 Sergeant's Staffing. A third Sergeant's position has been created and filled.

Section 9 Lieutenant Removal. The position of Lieutenant is eliminated and the non-bargaining unit position of Captain is created in its stead. To the extent that the position of Lieutenant may be needed in the future, the parties agree that they will determine an appropriate promotional process for that position through negotiation.

Section 10 Captain's Position. A Captain's position has been created and filled.

ARTICLE XXV

GRIEVANCE AND ARBITRATION

(a) **Definition, Exemption, Exclusivity.** A grievance is a dispute between the member (or the Union) and the Town, which involves the application meaning or interpretation of the express provisions of this Agreement, or a challenge to the imposition of summary punishment of a two-day suspension or less under the LEOBOR; provided, however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

(b) **Procedure.**

Step 1. Not later than fifteen (15) calendar days, excluding weekends and holidays, after the event giving rise to the grievance, the Union must submit any grievance in writing to the Chief of Police. The Chief of Police may request a meeting with the

member(s) and duly authorized Union Representatives. The Chief of Police or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of Police or his designee not respond within the time period set forth herein, the grievance shall be deemed denied.

Step 2. If the grievance is not resolved at Step 1 or is deemed denied by the passage of the time period above, the Union must submit the grievance to the Town Manager within five (5) calendar days, excluding weekends or holidays, of the denial by the Chief or at the conclusion of the time period when the grievance is deemed denied. The Town Manager may convene a meeting with the Union to hear the grievance if he deems it necessary. Within seven (7) calendar days, excluding weekends and holidays, after the conclusion of said meeting, the Town Manager shall issue a written response to the grievance. If no meeting is convened by the Town Manager, then within seven (7) calendar days, excluding weekends and holidays, after his receipt of the grievance, the Town Manager shall issue his response to the grievance. Should the Town Manager not respond, in writing, within the time periods set forth herein, the grievance shall be deemed denied.

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

shall be signed and dated by the aggrieved member(s) and duly authorized Union representative.

(d) Time Limitations. The time limitations set forth in this article, including for the filing and processing of a grievance and the demand for arbitration, addressed below, are of the essence of this Agreement and the failure by a member or the Union to comply with any of the time limits in this article shall be deemed to constitute a complete waiver of the grievance. The failure by the Town to insist upon conformity with the time limitations and the manner prescribed for their extension in any case or cases shall not constitute a waiver of relinquishment of its right to insist upon conformity in any subsequent cases. Notwithstanding the time limitations set forth in this article, the Town and Union may extend them by mutual written agreement.

(e) Submission to Arbitration. Any grievance, as defined in Paragraph (a) of this article that has been properly and timely processed through the grievance step procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Town Manager with a written demand for arbitration within seven (7) calendar days, after the receipt of the response of the Town Manager. The failure to file a demand for arbitration within the time limit set forth herein shall constitute a complete waiver of the grievance and member's(s') and Union's right to demand arbitration.

(f) Arbitrator Selection. At the Union's option, the demand for arbitration shall be submitted to the closest local office of the American Arbitration Association (A.A.A.) or the Labor Relations Connection (LRC) with a request that it furnish to the Union and the Town a list of qualified and impartial arbitrators. The arbitrator selection process and arbitration proceedings shall be governed by the A.A.A.'s Voluntary Labor Arbitration

Rules in effect as of the date of the demand for arbitration or those rules of the LRC in effect as of the date of the demand for arbitration.

(g) Arbitrator's Authority and Jurisdiction. The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision(s) of this Agreement. The arbitrator shall have no authority to impose on either party a limitation or obligation not explicitly provided for in this Agreement.

(h) Binding Effect. Subject to applicable law, the decision of the arbitrator is final and binding upon both parties.

(i) Fees and Expenses of Arbitration. The fees of the A.A.A. or the LRC, the fees and expenses of the arbitrator, and the costs of any stenographic record, if either party or the grievant desires one, shall be shared equally by the Union and the Town.

ARTICLE XXVI

POLICE PROFESSIONAL LIABILITY INSURANCE

The Town shall provide adequate police professional liability insurance coverage for civil claims and actions against officers for acts and omissions in the course and scope of their employment as police officers, excepting any acts and omissions which are intentional, willful, wanton, negligent, or criminal.

ARTICLE XXVII

SENIORITY

Section 1. Seniority. Full-time sworn police officers shall have seniority rights in grade. Seniority, insofar as practicable, shall prevail with regard to shifts, and transfers to any division, department, or any other post. However, in relation to the above, the Chief of Police, or his designee, shall take into account the ability, qualifications, and other legitimate considerations of an employee seeking the transfer. In the event of deviation from this seniority provision, the Chief of Police shall submit his written reason(s) for the disqualification, which action shall be reviewable through the grievance procedure and action that the arbitrator determines to be arbitrary and capricious or based on an error by the Chief of Police as to whether an employee's ability, qualifications, and other legitimate considerations shall be reversed. Seniority shall prevail with regard to transfers to beats or posts, days off, holidays, and vacations. Sergeants in grade shall have preference over patrol officers and detectives for a beat selection. The seniority of an employee shall be determined by the length of time an employee has served in a specific grade. In the case of patrol officers, the time shall be calculated from the date the employee was sworn in as a full-time member of the Department. In the event that more than one (1) officer was appointed on the same day, then the senior officer shall be the one who finished highest at the Rhode Island Municipal Police Training Academy.

Section 2. Seniority List. Upon written request, the Chief of Police shall furnish the Union with a copy of the Department's seniority list.

Section 3. Forfeiture of Seniority. The seniority of an employee shall not be broken or interrupted by military service to the extent it meets the requirements of R.I.G.L. 36-5-3.

An employee shall forfeit all seniority rights when:

- (a) The employee is discharged for just cause;
- (b) The employee voluntarily resigns;
- (c) The employee is laid off for a period in excess of eighteen (18) months;
- (d) An employee fails to return to work upon the expiration of any authorized leave of absence;
- (e) When an employee engages in other work, without authorization, while on sick leave or other leaves of absence;
- (f) When an employee fails to respond to a recall notice within ten (10) working days.

ARTICLE XXVIII

DETAILS/PATROL VACANCIES

Section 1. Overtime/ Detail List. Active employees will be maintained on the Police DTS App or comparable electronic web service, in order of seniority that will rotate on a weekly basis. On Monday at 12:01 a.m., the employee's name that appears at the top will be moved to the bottom and this rotation shall continue perpetually. In the event all bargaining unit employees refuse a detail, then the detail shall be offered to Retired Officer Corps and Traffic Officers. The Detail List shall be used for the purposes of filling all private duty details, town special details, and patrol shift vacancies. If the Chief of Police deviates from the Detail List to fill an overtime opportunity, an employee shall be entitled to appeal through the grievance process.

Section 2. Overtime/ Detail Officer. The Chief of Police shall appoint at least one (1) Overtime/Detail Sergeant. This appointment shall be solely at the Chief of Police's discretion and will not constitute a promotion or advancement. Any detail or overtime

opportunity shall be posted electronically on the Police DTS App immediately or as soon as possible upon receipt.

Section 3. Procedures. An employee shall be entitled to accept or decline the detail without explanation, notwithstanding the Chief of Police's authority to order back employees.

1. In the event a dispatcher receives the initial telephone call requesting a detail or patrol shift vacancy, the dispatcher shall notify the Sergeant or Senior Officer of the detail(s) or shift vacancy and proceed as directed. The detail(s) or patrol shift vacancy shall be posted on the Police DTS system as soon as practicable. Any detail(s) or patrol shift vacancy for the following week (after Sunday 11:59 pm) shall be entered when received on the DTS System and shall close at 6:00 pm on the previous day. Any detail(s) or patrol shift vacancy that is within 24 hours, from commencement, shall be entered into the DTS System upon receipt and shall close no less than 8 hours prior to the start of the detail or patrol shift vacancy. In the event the detail(s) or shift vacancy is received after 6 pm, it shall be entered upon receipt and shall close not less than two (2) hours prior to the start of the detail or shift vacancy. For any detail(s) or shift vacancies less than eight (8) hours, the detail(s) or shift vacancy shall be entered and follow-up calls shall be made in accordance with the seniority list by the Sergeant, senior officer, or their designee if the detail(s) or shift vacancy is not bid on. One call shall be made to the officer's preferred method and a message shall be left. The Sergeant, senior officer, or their designee shall wait five (5) minutes before moving on to the next officer.

2. An employee is free to accept a detail until that detail or overtime opportunity has been filled if his name appears higher than the one presently being contacted. Once the detail or overtime

opportunity has been filled, an employee may not "bump" another employee, regardless of seniority standing or their position on the Detail List. Members of the bargaining unit may bump a retired officer or traffic officer at any time prior to the start of the detail, provided that they are given at least six (6) hours advance notice.

3. If no employee accepts the detail or overtime opportunity, then the officer-in-charge shall be immediately notified. In the event a detail cannot be filled, the detail shall be offered to neighboring departments. Thereafter, if the detail still remains unfilled, the vendor will be notified. In the event that no officer accepts the shift vacancy or detail duty, the Chief of Police may order an employee with the least seniority to stay on and perform the duty, regardless of placement on the Detail/Overtime List. If the Chief of Police is unable to fill the hours needed with the least junior officer, he may then turn to the next officer with the least seniority and so on until the hours are filled. If the Chief of Police, or his designee, cannot fill the hours needed with an on-duty officer, the Chief of Police may refer back to the detail list and order the officer whose name appears at the top of the list to work the hours needed despite his actual seniority. No employee shall be required to work in excess of sixteen hours (16) in any twenty-four (24) hour period.

4. The overtime/detail Sergeant shall promulgate an order-in list, rotated on an as-needed basis. Beginning December 1st, 2022, the officer with the least seniority shall be placed at the top of the order-in list. Once that officer is ordered-in, they shall move to the bottom of the list. The list shall rotate only when an officer is ordered in. In the event the person on the top of the order-in list has already worked 16 hours, the next person on the list will be ordered-in. The person being ordered-in will move to the bottom of the list and the top person on the list will remain. The order-in list will begin with the junior officer on

top once this contract is ratified. From that point forward it will be a continuous rolling list. With respect to a new hire, upon completion of his FTO period, he shall be placed on the top of the order-in rotation. Sergeants shall keep a book/list with the date/time of each order-in. An ordered-in officer may reach out to other members to find an order-in replacement, and the replacement officer shall be marked as "ordered-in" and moved to the bottom of the list. The original officer shall remain in his current position on the order-in list.

5. Any officer that is ordered in shall not be forced to work more than the eight (8) hours they were ordered in for, however, the officer may elect to work additional hours if overtime becomes available. For the purposes of this contract, hold-overs are not considered the same as order-ins.

6. If an officer elects to take a vacant patrol shift, he cannot be held for the next shift, regardless of seniority. The officer may elect to work the next shift if it previously was or becomes available. If both officers on a shift are working overtime, and the following shift becomes available, the shift shall be put out to bid. If the shift is not filled, it will revert to the order-in list.

7. Any employee performing detail work shall be paid a minimum of four (4) hours pay at the rate of fifty-five dollars (\$55.00), per hour, provided that work in excess of eight (8) consecutive hours by an employee shall be paid at the rate of eighty-two dollars and fifty cents (\$82.50), per hour. After four (4) hours, any part of an hour exceeding ten (10) minutes will be considered a full hour.

8. If a detail is canceled less than two (2) hours before the detail starts, the officer assigned to the detail shall be paid a four (4) hour minimum.

9. Any employee performing a detail on a holiday recognized in this Agreement shall be compensated at the rate of eighty-two dollars and fifty cents (\$82.50), per hour.

10. All detail payments shall be paid directly to the Town.

11. Where payment is made by the Town, the Town shall withhold taxes and make payment to employees on the payday for the pay period in which the services were rendered.

12. For all details within the Town, the Department shall provide a patrol car for the employee's use.

13. Emergency Details shall be paid at the rate of \$75.00 per hour. Emergency details are private duty details that are requested or are necessary within two (2) hours of notice. Emergency details are defined as details where an officer is needed immediately or as soon as possible due to a road closure, tree down, wires down, or other obstruction making a road impassable.

14. Patrol shift vacancies shall be filled in chronological order. The most recent vacant shift shall be filled first utilizing procedures outlined in the article titled "Details/Patrol Vacancies". An officer currently working a shift may not take a future shift to avoid being held for the shift directly following his, should that shift become open. This shall include previously awarded shifts and private duty details. A future awarded overtime shift or private duty detail to an officer being held or ordered-in, shall be put out to re-bid on the DTS app.

15. Any Town detail shall be paid at an officer's regular rate of pay in accordance with Appendix A.

16. All private-duty detail pay increases in this article are to be paid prospectively as of the date this contract is ratified by both parties.

ARTICLE XXIX

LAYOFFS AND RECALLS

A laid off police officer shall maintain the right to recall for a period of eighteen (18) months from the date of layoff. In the event of a layoff of a police officer in any bargaining unit position said layoff shall be made by inverse seniority.

ARTICLE XXX

PENSION PLAN

Employees covered by this Agreement shall be members of the State of Rhode Island Municipal Employees Retirement System, Chapter 45-21, R.I.G.L.

Effective July 1, 1991, the Town adopts the optional twenty (20) year ordinary retirement benefit as provided in R.I.G.L. 45-21.2-22.

Effective July 20, 2000, members of the Department shall receive retirement benefits as provided by R.I.G.L. 45-21.2-5(9). Employer and employee contributions shall be made in accordance with R.I.G.L. 45-21-42, 45-21.2-22, and 45-21.2-14 respectively.

ARTICLE XXXI

UNIFORMS AND EQUIPMENT

Section 1. Uniforms and Equipment. The Town shall purchase all required uniforms and equipment when an employee is sworn in as a full-time member. The Town will replace or repair clothing and equipment destroyed or damaged in the performance of his duty during the course of employment. The officer-in-charge of each patrol shift shall

be responsible for determining the uniform of the day. Required uniforms and equipment include:

1. One (1) Service duty handgun
2. One (1) service duty holster
3. Two (2) Sets of handcuffs
4. One (1) Cap stun (replaced by Town upon expiration/use)
5. One (1) Cap stun holder
6. One (1) Portable radio, charger and two (2) batteries
7. One (1) Certified bulletproof vest (replaced by Town upon expiration)
8. Three (3) badges: two (2) uniform badges and one (1) wallet badge
9. One (1) Sam Brown Leather Belt, under belt and keepers
10. One (1) Pair of black patrol boots
11. Two (2) Pairs of Class C Uniform Pants (Blauer, DK Blue)
12. Two (2) Class C summer shirts (Blauer, DK Blue)
13. Two (2) Class C winter shirts (Blauer, DK Blue)
14. One (1) Black "Molle" outer vest carrier and required equipment pouches
15. One (1) Nylon duty belt and under belt
16. One (1) Pair of polyester Class B summer pants
17. One (1) Pairs of polyester Class B winter pants
18. One (1) polyester Class B winter shirt
19. One (1) polyester Class B summer shirt
20. One (1) Raincoat and hat cover
21. One (1) Winter jacket
22. One (1) Set of "HPD" collar pins
23. One (1) Badge number
24. One(1) Police hat and hat badge

Employees leaving the employ of the Town shall return all Department-issued uniforms and equipment.

Section 2. Cell Phones. Home or cell phones must be activated at all times unless previously exempted by the Chief of Police or his designee.

Section 3. Uniform and Equipment Allowance. All employees shall receive a Fifteen-Hundred and 00/100 Dollars (\$1,500.00) payment for uniform cleaning and cell phone expenses. A payment of Seven-Hundred and Fifty (\$750) Dollars will be received by the employee during the month of July for the period of January 1st through June 30th and in the month of January for the period of July 1st through December 31st. If an employee

provides a receipt to the Town Treasurer prior to July and January, the Seven-Hundred Fifty (\$750) Dollar payment will be processed as a reimbursement of expenses.

Each employee shall receive reimbursement up to Six-Hundred (\$600) Dollars, per year, for uniforms and/or equipment upon presentation of a receipt. Detectives shall receive reimbursement up to Eight-Hundred (\$800.00) Dollars, per year. During the first year of service, employees shall receive reimbursement at a prorated amount at the end of the fiscal year, not less than \$200.00. This reimbursement requires employees to maintain their uniforms and equipment in accordance with the high standards of the Department.

Section 4. Vehicles and Equipment. The Town agrees to maintain all equipment and vehicles in safe operating condition. Each employee shall be responsible for inspecting and reporting any defects in equipment or vehicles. No first line patrol vehicles shall stay in service after having reached 125,000 miles; however, they may still be used on special details or for other non-first line patrol duties.

The Town agrees that maintenance of vehicles shall include replacement parts of the same standards and specifications as the original equipment.

All vehicles utilized by the Department shall be inspected twice a year at a service garage.

Routine maintenance of police vehicles shall not be a function or duty of a police officer. It is understood, however, that at times emergency vehicular repairs will be necessary and nothing in this section shall prohibit a police officer from being required to make such emergency repairs.

Washing, cleaning, or any type of maintenance of police vehicles and the headquarters building, are not within the scope of police duties. It is further understood that police officers shall keep vehicles, equipment and the headquarters building neat and clean.

ARTICLE XXXII

MISCELLANEOUS

Section 1. Paychecks. All paychecks shall be forwarded to employees in sealed envelopes that show only the name and address of the employees.

Section 2. Dispatch. Patrol Officers shall be offered the opportunity to work dispatch shift, if the shift cannot be filled by a dispatcher upon proper training. Dispatch shift shall be compensated at the rate of thirty-two dollars per hour (\$32.00).

Section 3. Accreditation Incentive. As of July 1, 2022, all members of the bargaining unit who are actively employed for any amount of time during any July 1- June 30 fiscal year period during which the Department achieves or maintains any level of Departmental Accreditation Status from either the Rhode Island Police Accreditation Commission (RIPAC) or the Commission on Accreditation for Law Enforcement Agencies (CALEA) shall receive an annual "Accreditation Incentive" payment in the amount of \$500.00 for that year, for each member's contribution to the Department's achievement of and maintenance of such accreditation status. Such payments shall be made on or about December 1st of that fiscal year.

Section 4. Voluntary PT Test. The Chief of Police or his designee shall coordinate an annual voluntary physical training test, in accordance with entrance specifications to the

RIMPA. Any officer who chooses to participate in the test shall do so on his own time. If an officer passes the test, he shall be awarded twelve (12) hours of compensatory time.

Section 5. Department Compassion Canine Handler Compensation. To the extent that the Town determines to initiate, maintain, and implement a so-called “Compassion Dog Program” (the “program”), which determination remains within the Town’s sole and exclusive discretion, including without limitation, the unfettered right to modify, discontinue or eliminate said program, the following provisions shall apply.

The funding of the program, including all reasonably necessary costs and expenses, shall be dependent exclusively on voluntary contributions, with the express understanding that neither the Town nor the Department shall be obligated to solicit any such contributions. Should contributions and funding for the program be depleted, or deemed insufficient for its proper and responsible operation, the Town bears no obligation to fund said program, and it shall be terminated.

The Chief of Police shall assign the duties and responsibilities of the program, including the care and handling of the so-called “compassion dog” or “compassion canine” to Detective John Forbes “canine handler”. Should Detective Forbes opt to withdraw from this assignment as the canine handler, ownership and possession of the compassion canine shall be transferred by the Town to Detective Forbes, who shall assume all further responsibilities, of any nature, for its proper care, custody, and control. To the extent the program does not terminate, and to the extent the Department acquires another compassion dog, the successor canine handler shall be selected and assigned by the Chief of Police, in his sole discretion. While assigned as canine handler, Detective Forbes shall: remain a detective; work his current administrative schedule (subject to the discretionary flexing of his schedule to attend, trainings, community events and special investigations); and continue as the canine handler should his rank change. The Chief of Police

shall establish the schedule and other terms for the successor canine handler as he deems appropriate in his sole discretion.

Detective Forbes and his successor, assigned to serve as the canine handler shall, during periods when entrusted with the care, training and handling of the compassion canine, receive a premium of two and one-half (2½) hours of compensatory time at the conclusion of each workweek, which the Town and Union agree constitutes adequate and bargained compensation for both the on-duty responsibilities and time the canine handler spends off-duty devoted to routine care, feeding and grooming of the police canine. The Town and Union intend that canine handler practices and compensation are consistent with the following understandings: canine and handler training activities are predominantly conducted on-duty; acceptance of the canine handler assignment is based upon willingness to care for the compassion canine off-duty as a family pet; commuting to work with the compassion canine does not constitute "hours of work" solely because the compassion canine is in the vehicle; and, not more than 30 minutes per day is required in the interest of the Town as an employer for off-duty care of the compassion canine.

There shall be no overtime compensation paid for canine or handler training, it being understood and agreed that the Chief of Police may, in his sole discretion, flex the schedule of the canine handler to attend trainings or community events.

Should any disputes arise related to the compensation of the canine handler, specifically including any statutory compensation claims arising under the Fair Labor Standard Act, they shall be subject to resolution exclusively by the grievance and arbitration provisions of this Agreement; provided however, that no other claims or disputes related to the program shall be subject to said grievance

and arbitration provision, it being expressly understood and agreed that the Union shall not file any such grievance either on its behalf or the behalf of any member of the Department.

ARTICLE XXXIII

SALARIES

Section 1. Salaries. Salary increases for all employees shall be as follows:

July 1, 2022	2%
July 1, 2023	2.5%
July 1, 2024	3%

Section 2. Pay Differential. All employees who work 4:00pm to 12:00am shall receive \$.50 per hour in addition to their regular pay. All employees who work 12:00am to 08:00 am shall receive \$.50 per hour in addition to their regular pay.

Section 3. Lateral Hires. The Town, in its sole discretion and upon consultation with the Town Manager, has the authority to set the starting salaries for new hires at any step on the salary schedule.

ARTICLE XXXIV

PERFORMANCE REVIEWS

The Town shall conduct annual performance evaluations of employees covered under this Agreement to measure employees' on-the-job work performance of assigned duties and identify training needs. Evaluations shall be fair and impartial, and documented in writing in a standardized and equitable fashion, consistent with Town policy. Evaluations shall not be used for disciplinary purposes.

ARTICLE XXXV

LIGHT OR MODIFIED DUTY

If light duty or modified duty is available and offered by the Chief of Police to an officer who is on sick leave or injured-on-duty leave, the officer's physician shall certify the officer's fitness to perform such light or modified duty, or the Town's designated physician may assess said officer's fitness and capacity to perform such light or modified duty.

ARTICLE XXXVI

DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be effective July 1st, 2022 and continue in full force and effect through June 30th, 2025. The parties shall abide by the provisions of R.I.G.L. § 28-9.2-17.

ARTICLE XXXVII

SEPARABILITY, AMENDMENT, COMPLETE AGREEMENT

Section 1. Conflict with Laws. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court of competent jurisdiction to be in conflict with any state or federal law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other terms or provisions of this Agreement.

Section 2. Subordination to Law. This contract is subject to all of the terms and conditions of Chapter 6 of the Public Laws of Rhode Island, 1975, "An Act Authorizing the Town of Hopkinton to Establish a Permanent Police Force," as amended. In the event of any


conflict between this contract and said Public Laws, then the terms and conditions of said Public Laws shall prevail.

Section 3. Alteration in Writing. Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.

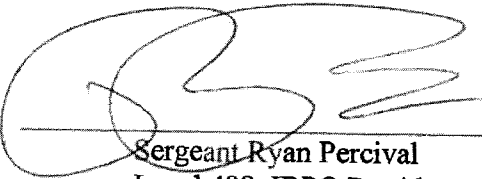
Section 4. Entire Agreement. The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. There are no other agreements between the parties. Notwithstanding the aforementioned, the Town and the Union may negotiate and implement any signed memos of agreement prior to the Agreement expiring. Any such signed memos of agreement shall be deemed incorporated in this Agreement if ratified by the Town Council and membership of the Union.

TOWN OF HOPKINTON

LOCAL 498, IBPO



Brian Rosso
Town Manager



Sergeant Ryan Percival
Local 498, IBPO President

12/12/2022
Date

12/12/22
Date

APPENDIX A

Patrol Officers:

	<u>FY22-23</u>		<u>FY23-24</u>		<u>FY24-25</u>
Date Sworn through completion of year 1	\$ 57,000	\$	58,425	\$	60,178
Beginning of year 2 through completion of year 3	\$ 59,500	\$	60,988	\$	62,817
Beginning of year 4 through completion of year 5	\$ 62,500	\$	64,063	\$	65,984
Beginning of year 6 through completion of year 7	\$ 68,549	\$	70,263	\$	72,371
Beginning of year 8 through completion of year 10	\$ 70,654	\$	72,420	\$	74,593
Beginning of year 11 through completion of year 15	\$ 74,278	\$	76,135	\$	78,419
Beginning of year 16 or more	\$ 77,724	\$	79,667	\$	82,057

Sergeant

	<u>FY22-23</u>		<u>FY23-24</u>		<u>FY24-25</u>
Beginning of year 3 through completion of year 5	\$ 76,804	\$	78,724	\$	81,086
Beginning of year 6 through completion of year 10	\$ 78,645	\$	80,611	\$	83,030
Beginning of year 11 through completion of year 15	\$ 80,301	\$	82,308	\$	84,777
Beginning of year 16 or more	\$ 82,304	\$	84,361	\$	86,892

*Under Article VII. Work Hours and Shift Selection: Detectives shall receive a wage differential of one dollar and twenty-five cents (\$1.25), per hour, in addition to their normal hourly wage rate.