

Contractual Agreement Between

The Town of Jamestown, Rhode Island

&

International Brotherhood of Police Officers
Local 305



July 1, 2023 – June 30, 2026

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AGREEMENT

Pursuant to the provisions of Chapter 54 of the Public Laws of the state of Rhode Island, 1963, entitled "An Act" to Provide for settlements of Disputes Concerning Wages, Rates of Pay and Other Terms and conditions of Employment of Employees of Police Departments, this Agreement is made and entered into this 3RD day of NOVEMBER 2023, between the Town of Jamestown and Local 305 International Brotherhood of Police Officers.



ARTICLE I

Section 1 - Recognition:

The Town hereby recognizes that the I.B.P.O as the sole and exclusive bargaining representative for all permanent, full-time, paid police officers from the rank of Patrol Officer up to and including the rank of Captain of the Police Department, for the purpose of collective bargaining and entering into Agreements relative to wages, rates of pay and other terms and conditions of employment. The parties agree that any and all other employees of the Police Department shall not be included in the bargaining unit.

The words, "member", "members of the bargaining unit", "employee", "officer" "patrol officer", "personnel", and/or "police officer" (or plurals thereof) when used in this Agreement shall mean all the officers described in the preceding paragraph, excluding probationary officers and recruits.

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

Section 2 - Agency shop.

All members of the bargaining unit shall have the right to voluntarily join or refrain from joining the Union. All members of the bargaining unit who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay an initial service fee and monthly service fees to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the members of the bargaining unit.

The aforesaid fees shall be payable on or before the first day of each month, and said sums shall in no case exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these services fees, the members of the bargaining unit who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union. It shall be a condition of employment that all individuals covered by this Agreement shall, on the 30th day of this Agreement, or the first day of this month, whichever is later, pay lawful established initial and monthly service fees as shown above.

Section 3 - Dues Deduction.

The Town shall deduct Union dues and fees upon receipt of authorization form cards to be supplied by the Union. The Town shall forward to the I.B.P.O, 159 Burgin Parkway, Quincy, MA 02169, the monies so deducted. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

The Union agrees that it shall give the Town at least 30 days' notice of any change in the amount of dues and service charges to be deducted from employee's pay.

Section 4 - Indemnification.

The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgements brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article, pursuant to the relevant provisions of Chapter 15 of Title 45, Section 16 of the General Laws, as amended.

Section 5 - Definitions.

Whenever used in this Agreement, the terms 'all Permanent Police Officers', 'employee' and 'member' shall have the same meaning: all full - time, permanent, paid police officers, but shall not include probationary officers and recruits as those terms are used herein, of the Town of Jamestown who are on the active payroll whether due to active service, vacation, or paid sick leave. Employees who are otherwise on leave of absence, retired, or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits, by express reference, in other sections of this Agreement or as may otherwise be provided for by law.

ARTICLE II

Section 1- Rules and Regulations.

The Town of Jamestown shall retain the right to issue rules and regulations governing the internal conduct of the Police Department, as provided by law. Said rules and regulations to be drawn up by the Chief of Police and Town Administrator.

Section 2 - Management Rights.

Except as specifically relinquished by the express terms of this Agreement, all discretion and rights to manage, direct or supervise the operations of the Police Department and its employees are vested solely in the Town. And notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in emergency situations, such as natural disasters, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

ARTICLE III

Section 1 - Permanent Police Department.

It is hereby agreed upon by both parties that Chapter 73 of the Public Laws, passed at the 1958 January Session of the General Assembly and an Ordinance in effect at this time, both of which established a permanent police force in the Town of Jamestown, shall remain in effect, as they now read, regardless of any further change in the form of government in the Town of Jamestown. It is further agreed that said Chapter 73 of said Ordinance shall not be changed or revoked in any



manner without the consent of the Chief of Police and a representative appointed by Local 305, International Brotherhood of Police Officers.

Section 2 – Duties.

The duties for members of this bargaining unit of the Jamestown Police Department shall be the prevention of crime and the enforcement of the State Laws and Town Ordinances, and the Departmental Rules and Regulations, and such other related duties as may be assigned by the Chief of Police or Town Administrator from time to time; but nothing shall be deemed to abrogate the power of the Town Council to vary the organizational structure of the Police Department.

Section 3 - Detail to other Departments Prohibited.

The town of Jamestown agrees that employees of the Jamestown Police Department whose duties are defined in Article III, Section 2, shall not be detailed to other departments of the Town except in emergency situations. The detail from one unit to another within the Police Department shall be the responsibility of the Chief of Police except to the extent expressly limited by specific terms of the seniority provisions of this Agreement. This provision shall not be interpreted to prevent permanent offices from working details in other jurisdictions.

It is expressly understood by both parties hereto that the maintenance and upkeep of police vehicles and the Headquarters Building, with the exception of removal of trash generated during the shift are not within the scope of police duties; and it is further understood that no police officer shall be ordered to perform such duties.

ARTICLE IV

Section 1 - Seniority.

The Permanent Police Officers shall have seniority rights and said seniority, insofar as practicable shall prevail with regards to the following:

- (a) Shifts (but not Groups), holidays, vacations, overtime less than eight hours, extra duty of any nature; however, a senior officer may reject the right or benefit at his/her discretion without the need of any explanation on their part. Further, in the event that an employee shall reject the right or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail.
- (b) The order of seniority within the bargaining unit shall be determined from the date of appointment to his/her respective rank. Regarding any future appointments to the Police Department, seniority shall be determined, if more than one (1) is appointed at the same time, by the highest to lowest ranking at the Rhode Island Municipal Police Training Academy. Seniority in the ranks is applicable for the purposes of bidding for applicable positions within the ranks, vacation, compensatory time, and personal time. In addition to seniority within the ranks, each officer shall have overall seniority based upon his/her date of appointment to the Jamestown Police Department. This seniority shall be applicable to

all regular overtime that is not rank-specific, overtime of less-than eight (8) hours, extra duty and details of any nature.

- (c) Within thirty (30) days after the execution of this Agreement, the Town shall furnish the Union and the Police Department a copy of the proposed seniority lists and the Union and/or the Police Department will have thirty (30) days in which to make any changes or corrections in said list and signify their approval thereof. After order of seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit of all police officers and all future seniority questions shall be resolved in accordance therewith. The Union also agrees to furnish to the Town an up-to-date seniority list, a copy of which is also to be posted on said bulletin board.
- (d) All training classes, schools and job responsibilities available to the Department and which will be funded by the Town shall be posted whenever practical at least one month prior to the beginning of the class. Interested officers may apply for the school or job responsibility. The Chief, the Department's second highest ranking officer and Training Officer will review all applications. It is the intention of the Department to provide training, education and new responsibilities in a way that will:

Increase the professionalism of all officers.
Fairly distribute these opportunities throughout the Department.

(A posted list will be maintained showing all schools, training, etc. and who attended.)

Employees will be selected to attend said course, schooling, etc. so as to insure the greatest potential benefit to the Department and the Town. The Chief shall make the final determination as to who shall attend. Once an employee has attended a school, training classes, etc., he/she will not be asked to attend the same school, training class, etc., except in circumstances where annual recertification is required or where the subsequent school or training class, etc. is an advanced course, for a period of five (5) years, unless all other officers have been asked to attend and they have refused.

A school is defined as an institution or place for instruction or education.

Section 2 – Special Assignments

- (a) School Resource Officer
 - a. The Town and Local 305 agree that if in the future the Town wishes to create a School Resource Officer position the two parties shall meet to discuss/negotiate the schedule, pay, and benefits for said position. Any such agreements shall be in the form of a Memorandum of Understanding signed by both parties, and the MOU shall become a part of this collective bargaining agreement.
- (b) K-9 Officer
 - a. The Town and Local 305 agree that if in the future the Town wishes to create a K-9 Officer position the two parties shall meet to discuss/negotiate the schedule, pay,



and benefits for said position. Any such agreements shall be in the form of a Memorandum of Understanding signed by both parties, and the MOU shall become a part of this collective bargaining agreement.

Section 3 – Equipment

(a) Take-home police vehicles

- a. The Department's second highest ranking officer and the Detective shall each be assigned a police vehicle. The vehicles may be taken home, but shall only be used for official police business including commuting to/from work. All unmarked police vehicles shall be equipped with functioning heat, air conditioning, emergency lights, and sirens. All maintenance and replacement costs associated with these vehicles shall be the responsibility of the Town of Jamestown. The assignment of an unmarked vehicle shall not be considered a fringe benefit or additional source of compensation, but rather it shall be a job requirement.

(b) Cell phone stipend

- a. All members of the Department shall receive a \$575 cell phone stipend on/about June 30th each year. Any members not employed by the Department on June 30 shall not be entitled to the stipend. No partial or prorated stipends shall be issued. The Town and Union agree that the cell phone stipend is based solely on grant funding. At such time as grant funds become unavailable the stipend may end, or be reduced by the Town.
 - i. If at such time grant funding for this stipend becomes unavailable the Town will continue to provide a \$20 monthly cell phone stipend, paid quarterly, to the Captain, Lieutenant, Sergeants and Detective.
- b. Members eligible to receive a stipend shall be permitted to decline the stipend, in writing, no later than two weeks prior to June 30th each year. Members who decline the cell phone stipend shall not be required to utilize their personal cell phone device for work-related purposes.
- c. Members who receive a cell phone stipend may be required to install work-related applications on their personal cell phone device. Prior to the implementation of a new cell phone application the Town and Union Executive Board shall meet to discuss, and approve or reject the application. All applications installed on personal cell phone devices shall be cloud-based, and shall not save/record any information on the member's device.

ARTICLE V

Section 1 - Hours.

- (a) As of March 1, 1976, the regular work schedule for all members of the bargaining unit shall be six (6) day cycles of four (4) consecutive working days of eight (8) hours followed by two (2) consecutive days off. The work schedule shall cover a twenty-four (24) hour period as follows and will be continuous: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.
- (b) There shall be a fourth shift known as a split shift. The shift will be four (4) working days followed by two (2) days off, and will consist of working as follows: two (2) 11:00 p.m. to 7:00 a.m. shifts and two (2) 3:00 p.m. to 11:00 p.m. shifts followed by two (2) consecutive days off. This will be referred to as a permanent shift and filled in accordance to Section 1(a) and (b) permanent shifts.
- (c) In the event the fourth shift is not filled, no member of the Police Department already assigned to a permanent shift will be forced to fill the shift.
- (d) There shall be a minimum of three (3) personnel of the Police Department, one of which may be a dispatcher, on duty during all shifts throughout the year. No less than two (2) police officers will be assigned on patrol each shift. For the purposes of this minimum manning staffing requirement, the Chief of Police, Detective(s), and the Department's second highest ranking officer cannot be included to fulfill this staffing requirement.
- (e) All members of the bargaining unit of the Jamestown Police Department shall be prepared for duty at the beginning of their shift.
- (f) No member of the bargaining unit shall work more than sixteen (16) hours in a twenty-four (24) hour period. Off duty employment shall not be considered as part of the sixteen (16) hours, however all employees understand that their principal employment responsibility is as a police officer with the Town of Jamestown and they will arrange their off-hour or second jobs accordingly.

(g) Interpretation.

The members' work schedule would normally consist of four (4) weeks of forty (40) hours and two (2) weeks of thirty-two (32) hours.

(h) Permanent Shifts.

All shift assignment shall be on a permanent basis and all Permanent Police Officers of the Jamestown Police Department shall have preference of shift assignments in accordance with seniority.

All members that are in mutual agreement may exchange shifts during the contract year,

with the approval of the Chief of Police, said exchange shall be for no less than four (4) months.

Officers of equal rank shall be allowed to exchange shifts for a period of one-year upon mutual agreement. Date of exchange shall be determined by the Chief.

The town may make temporary assignments from one shift to another to fill vacancies, for a period no less than four (4) months, however the assignment must be made consistent with the seniority provision of this contract. In either case shifts may only be exchanged with persons of equal rank. Under no circumstances shall shift exchanges exceed six (6) months.

It is understood that the Lieutenant's position, as second in command, is an Administrative position, and as such, the Lieutenant shall work an administrative schedule of working Monday through Friday with weekends off. To compensate for the administrative schedule, every third week, the Lieutenant shall be allowed one additional day off to be determined by the Chief.

Upon the initial promotion of an officer to the rank of Captain that officer shall replace the Lieutenant as second in command, and the Lieutenant shall be assigned to a 4 on 2 off patrol shift.

The Captain shall work an administrative schedule to be determined by the Chief of Police. The Captain's schedule shall "flex" at the Chief's discretion to allow for the Captain's attendance at special events and emergency incidents without being compensated at an overtime rate of pay. In exchange for these circumstances the Captain shall be permitted to bank those extra hours worked as "Flex Time" at a 1 to 1 ratio of hours worked to hours off. The Captain shall be permitted to request to use banked flex hours for time-off to be approved at the Chief's discretion. Said "flex-time" shall not be considered comp-time and shall not carried beyond two-weeks.

The Captain's schedule may not be flexed to fill patrol shift or detail vacancies that would normally be filled by overtime.

(i) Superior Officer.

General supervision over each of the three (3) shifts shall be the responsibility of a superior officer. He/she shall hold the rank of Lieutenant or Sergeant. A superior officer shall be responsible for the shift at all times. The lack of his/her physical presence does not relieve the superior of his/her general supervisory responsibilities. The superior officer of each shift shall be compensated at the rate of pay as outlined in Article XIII, Section 1 of this Agreement.

Upon the promotion of an officer to the rank of Captain the 0700 – 1500hrs patrol shift shall be supervised by a Lieutenant. The 1500 – 2300 and 2300 – 0700 shifts shall be supervised by a Sergeant.



(j) The detective's normal work week shall be Monday - Friday, 7:00 a.m. to 3:00 p.m., subject to the Chief's discretion.

Section 2 - Substitutions.

The right of employees to substitute working hours shall be permitted, provided however, that the permission to substitute shall be obtained from, and approved by the Chief, Captain, Lieutenant or Sergeant before such substitution can take place and provided it does not result directly or indirectly in payment of overtime wages, out of rank pay or any other premium to any employee. There should be no limit on the number of substitutions taken by an employee and substitution of a partial shift will be allowed. The officer requesting the full or partial substitution must return the work for his replacement within two (2) weeks of the date of the initial substitution. Failure of the substituting officer to complete the substitution because he or she called in sick will result in that officer, who failed to make the substitution being charged sick time for the shifts he or she was to have worked. Substitutions of two consecutive days will be allowed. These substitutions are limited to two requests per year per person. Substitutions will be charged to the individual officer making the substitution request.

(a.) Substitutions shall be made between officers of equal rank only.

ARTICLE VI

Section 1 - Vacancies.

- (a) Vacancies in the Jamestown Police Department will be filled by personnel who are recommended by the Chief of Police and appointed by the Town Administrator upon recommendation. Members of the bargaining unit shall give sixty (60) days prior to resignation or retirement. All vacancies will be filled within two hundred seventy (270) days of this notice of resignation or retirement.
- (b) For employees hired after February 28, 1996, failure to give sixty (60) day's notice will result in the loss of one (1) day of vacation for each day less than sixty (60) days of notice that is provided, or in the event the Officer has not accumulated sixty (60) days vacation, then the Officer's accumulated sick leave will be reduced by two (2) days for every day of lack of notice.
- (c) The Town and Local 305 agree that if Department staffing levels become critical the Town and/or the Union may initiate discussions/negotiations regarding the implementation of a temporary full-time position to fill one or more vacancies within the Department. No such implementation shall take place without agreement of both parties.

Section 2 - Temporary Service Out of Rank.



Permanent Police Officers of the Jamestown Police Department who are required to assume the responsibilities of a higher rank shall be compensated for this service at the same rate of pay as the officer for whom they are filling in, providing such service is for a period of more than five (5) working days. Such rate of pay shall apply for all time spent at the higher rank.

Any officer assuming the responsibility of a higher rank shall be appointed to the position by the officer's position on the promotional list, and any officer selected to assume the higher rank shall have the option of refusing or accepting the assignment within three (3) days of the time when such position is to be filled.

Supervisors who will be, or have been, absent from duty for longer than thirty (30) days will be replaced on an acting basis.

Officer in Charge (OIC): In the absence of a ranking officer, the senior patrol officer shall serve as the Officer in Charge of any shift, if not at the rank of sergeant, and shall be paid an additional \$1.00 per hour to their pay rate, as long as they have successfully completed the required supervisory training as instituted by the Chief of Police. The training shall constitute attendance at one of the two annual training programs, either the 1-week or 2-week supervisory training sessions that are regularly provided.

Section 3 - Promotions to Detective, Sergeant & Lieutenant

- (a) In order for an officer to be eligible for a promotion within the Jamestown Police Department, said officer shall meet the following requirements:
1. Promotion to Detective: Shall have been a full-time police officer with the Jamestown Police Department for a minimum of 1 year with a minimum of 3 years of experience as a police officer.
 2. Promotion to Sergeant: Shall have been a full-time police officer with the Jamestown Police Department for a minimum of 1 year with a minimum of 3 years of experience as a police officer.
 3. Promotion to Lieutenant: Shall have been a full-time police officer with the Jamestown Police Department for a minimum of 3 years with a minimum of 6 years of experience as a police officer.
- (b) The Town of Jamestown and Local 305 International Brotherhood of Police Officers agree that the Town Administrator shall conduct all promotional exams for the Police Department. The Town Administrator shall be responsible for the contents, grading and supervision for the written exam.
- (c) The Chief of Police shall submit to the examiner the candidates' seniority points which are determined by the number of years the officer has been a member of the Jamestown Police

Department. One (1) point shall be awarded for each full year of service with the Jamestown Police Department with a maximum of fifteen (15) points. The examiner shall post at the police station five (5) days before the oral examination a candidate's seniority points.

(d) An oral examination shall be given. Said oral examination board shall consist of: three (3) police officers at the same rank or one rank above that rank which the promotional process is for. Said officers may not be members of the Jamestown Police Department. The three (3) officer panel shall consist of one officer chosen by the Union, one officer chosen by the Chief of Police, and one officer who is mutually agreed upon by both the Union and the Chief of Police. The members of the oral board shall award each officer a range of 0 – 75 points in total. All officers participating in the promotional process shall be asked the identical questions by the oral board. The questions shall be developed by the Chief of Police, and approved by the oral board. The results of the oral examination shall be posted at the Police Station the following morning after the examination.

- a. The oral examination shall consist of five (5) defined scoring areas:
 - i. Experience: 0 – 15 points to be awarded based on the officer's level of experience as a police officer.
 1. *For promotion to Lieutenant:* Up to 5 of the 15 points may be awarded based on experience at rank of Sergeant with a maximum of 3 points for those officers who served at the rank of Sergeant with another police department. The remaining 10 points are to be awarded based on law enforcement experience with any agency.
 2. *For promotion to Detective or Sergeant:* Up to 5 of the 15 points may be awarded based on experience as a patrol officer with a maximum of 3 points for those officers who served with another police department. The remaining 10 points are to be awarded based on law enforcement experience with any agency.
 - ii. Training & Education: 0 – 15 points to be awarded based on the officer's commitment to seeking training opportunities, and their level of education. Five (5) of the fifteen (15) points shall be awarded based on college education: 1 possible point for associates degree, 3 possible points for bachelor degree, 5 possible points for master's degree. Points for college education shall only be awarded for degrees related to the law enforcement field. The remaining ten (10) points shall be awarded based on law enforcement training.
 1. In lieu of college education points, but not in combination with, an officer may be awarded a maximum of 3 points for full-time active duty military service. 1 point would be awarded for 2 years of active duty status, and 3 points would be awarded for 4 years of active duty service. Active duty status shall mean full-time military service, and shall not include reserve or National Guard.
 - iii. General Appearance & Presentation: 0 – 15 points to be awarded based on the officer's uniform appearance, personal appearance, and presentation of their oral answers.
 - iv. Self-Initiation & Promotional Investment: 0 – 15 points to be awarded based



on an officer's personal investment made towards their goal of attaining a promotion.

v. Department Policy, Town Ordinance, RIGL: 0 – 15 points to be awarded based on five questions related to these topics. The five questions shall be the same for each officer participating in the promotional process.

(e) Each officer will be awarded between 0 – 10 Supervisor Points. A meeting will be held where all ranking supervisors will be in attendance along with one representative of Local 305 who is not involved in the promotional process as either a candidate or supervisor. There shall be no discussion or debate by the supervisor panel regarding points to be awarded. Each supervisor, upon request, shall submit to the union representative a point score of 0 – 10 points for each of the promotional candidates. Supervisors shall award points based on the candidate's skill, work ethic, knowledge of the law, professional appearance, and dedication to the Department. The point score shall be sealed, and shall not include the name of the supervisor who awarded the points. The sealed supervisor points shall then be delivered to the promotion examiner. The promotion examiner shall award each candidate a point score calculated by the average of all supervisor points awarded. Supervisor points shall be posted at the police station at the same time the results of the oral examination are posted. The results of the supervisor points may not be revealed to anyone, including the members of the oral board, prior to the oral examination. Any supervisor participating in the promotional process as a candidate may not participate in awarding supervisor points.

- a. For promotion to Lieutenant the Supervisor Points shall be awarded by the Lieutenant, and Captain.
- b. For promotion to Sergeant and Detective the Supervisor Points shall be awarded by the Sergeants, Lieutenant, and Captain.

(f) The final calculation of points awarded for the promotional process shall be as follows:

1. Seniority (1 point/year max 15 years)	15 points
2. Oral board exam	75 points
3. Supervisor points	10 points

TOTAL POSSIBLE POINTS = 100 Points

(g) The Town and the Union agree that candidates must complete all phases of the promotional examination process to be eligible for placement on any promotional eligibility list. The Town of Jamestown agrees that the officer(s) attaining the highest total score will be promoted to the grade for which the examination was given at the next regular Town Council meeting. The scores of all officers will be made available and posted at the Police Headquarters. Any vacancy or promotion in the Jamestown Police Department caused by death of an officer, retirement, resignation or promotion shall be filled within a period of ninety (90) days.

(h) The Town of Jamestown shall maintain an active promotional list based on the final scores attained as a result of the above-referenced promotional process which will be administered by the Town every twenty-four (24) months. Seniority shall be revised annually upon the officer's



anniversary date. Education points shall be revised upon completion of a qualifying degree.

- (i) The Town agrees that any officer promoted to the position of Detective shall be sent to the Bureau of Criminal Identification School administered by the RI State Crime Lab within one (1) year of promotion. If the promoted officer has already attended this school prior to promotion they will not attend the same school again.

Section 4 – Promotion to Captain

After July 1, 2023, and within 120 days of the appointment of a new permanent Chief of Police, the promotion process for the rank of Captain shall be completed. Upon the completion of the Captain promotion process the Union and Town shall meet to discuss and agree upon the transition from Lieutenant to Captain as the second in command of the Department. No promotion may take place that results in the demotion or reassignment of any current ranking members of the Department prior to June 30, 2026.

- (a) In order for an officer to be eligible for a promotion to Captain within the Jamestown Police Department, said officer shall meet the following requirements:

- 1. Shall have been a full-time police officer with the Jamestown Police Department for a minimum of 5 years with a minimum of 10 years of experience as a police officer.

- (b) Promotion to Captain shall be made from the pool of officers within IBPO Local 305.

- a. If, at the time a Captain vacancy becomes available, all members of Local 305 decline to be considered for the promotion the Town reserves the right to accept applications from outside the bargaining unit.
 - i. If a Captain is hired from outside the bargaining unit the Town and Union agree that said Captain shall have seniority based on their date of hire provided that the Captain shall only be ordered to work a patrol overtime or detail shift if no other members of the Union are available to be ordered to work.

- (c) Within 30 days of the Town being notified the Captain's position will become available the Chief of Police shall solicit letters of interest from those members of Local 305 who are eligible, and interested in the position.

- (d) Candidates for promotion to Captain shall be scored as follows:

- a. Experience: 2 points per 5 years as a full time police officer in – Max 10 points
- b. Seniority: 3 points per 5 years as a Jamestown Police Officer – Max 15 points
- c. Chief Interview: 75 possible points

- (e) Officers seeking promotion to Captain shall participate in an interview with the Chief of Police. Said interview shall take place no later than 30 days after the Captain position



becomes vacant. The Chief shall score the interview based on the four (4) defined scoring areas of:

- i. Leadership Experience: 0 – 15 points
 - ii. Training & Education: 0 – 15 points
 - iii. General Appearance & Presentation: 0 – 15 points
 - iv. Self-Initiation & Promotional Investment: 0 – 15 points
 - v. Law Enforcement Knowledge: 0 – 15 points
- (f) A letter explaining the justification and reasoning for the Chief's pick, including a breakdown of interview points awarded, shall be posted in the patrol room once said pick has been made.

ARTICLE VII

Section 1 - Overtime.

- (a) All hours worked in excess of the regular eight (8) hour day or any normal work schedule shall be compensated for at the rate of time and one-half. It shall be understood that a work schedule shall be considered to be an average of thirty-seven and one-third (37 1/3) hours. Any overtime worked in excess of fifteen (15) minutes shall be compensated for as one (1) full overtime hour, and any overtime thereafter, up to one (1) hour shall be compensated for as a full overtime hour. All overtime shall be assigned through the Jamestown Police Department on a rotating basis. If no one accepts available overtime, then the most junior employee available shall be ordered into work. The Captain, regardless of their seniority, shall only be ordered into work if no other officers are available.
- (b) Police officers may be assigned to work Public Safety Clerk Dispatcher overtime when all Public Safety Clerk Dispatchers have been offered and refused the overtime and in those instances when there is no Public Safety Clerk Dispatcher available to work the overtime. Police officers will not be ordered to work Public Safety Clerk Dispatcher overtime if they have been offered and have refused the overtime and there is a Public Safety Clerk Dispatcher available to work the overtime.
- (c) Probationary Police Officers may be used to replace Permanent Police Officers only when the Chief of Police deems it acceptable and when all employees have refused the assignment.
- (d) All overtime worked on the following holidays: New Year's, Thanksgiving and Christmas, shall be compensated for at the rate of double time and one-half (2 1/2) the employee's regular rate of pay. It is understood that the Christmas holiday will start at 3:00 p.m. on December 24th and end at 11:00 p.m., December 25th. New Year's Day

shall commence 3:00 p.m. December 31st and end at 11:00 p.m. on January 1st.

- (e) The sole and exclusive remedy for mis-assignment of overtime or details shall be that the officer wrongfully denied overtime or detail shall be afforded the next overtime opportunity for which he/she is qualified. Under no circumstances shall back-pay be awarded for mis-assignment of overtime or details. The only exception to the foregoing shall be if the Chief deliberately or in bad faith selects an employee out of rotation or ignores the overtime rotation.
- (f) Whenever an officer calls in sick within twenty-four (24) hours before or after an overtime shift, the officer will be compensated only at the straight-time rate of pay for that overtime shift.
- (g) No single officer may be ordered to work two (2) sixteen (16) hours patrol/dispatch shifts back to back. Once an officer has been ordered to work a double shift, whether all or only part of the double shift was ordered, they may not be ordered to work another double shift until they have had a minimum of sixteen (16) hours off-duty. (Example: An officer assigned to 1st shift is ordered to 2nd shift overtime. That same officer works their normal assigned 1st shift the following day. They shall be protected from being ordered in to 2nd shift that day) This shall not apply to required court appearances, mandatory trainings, or in cases where the Chief of Police deems there to be an emergency situation.
- (h) No single officer may be ordered in to patrol/dispatch overtime more than five (5) times per calendar month. Once an officer has been ordered to work five (5) overtime patrol/dispatch shifts in a calendar month they are exempt from being ordered to work any additional overtime patrol/dispatch shifts for the remainder of that calendar month unless no other officer is available. This shall not apply to required court appearances, mandatory trainings, or in cases where the Chief of Police deems there to be an emergency situation.
- (i) The Captain may work patrol and/or dispatch overtime, but shall not be included in the regular overtime rotation. The Captain may only work patrol or dispatch overtime after all police officers have been offered, and refused the shift. The Captain shall maintain their seniority rights as applied to detail preference, but may not modify or flex their normal working hours to accommodate working a detail. If the Captain's hours are modified prior to, and unrelated to, the posting of a detail scheduled during their normal working hours they shall be permitted to work that detail if they so choose, and in accordance with seniority. The Captain's work schedule may not be flexed/modified to cover patrol or detail shifts that would normally be filled by overtime.

Section 2 - Special Details

- (a) Parade and Functions

No member of the bargaining unit shall be compelled to parade or attend any function without pay, but may parade and/or attend any other function on a voluntary basis without pay with permission of the Chief.

- 1) Any attendance at a parade or other function shall be considered part of the officer's sixteen (16) hours.
- 2) The selection of members to attend such parade or other function shall be at the sole discretion of the Chief of Police.

(b) Details

A detail shall be defined as any specific function, construction project, road work or event in the Town of Jamestown which requires additional police presence upon the determination of the Chief of Police or his designee.

All medical, hospital and insurance benefits shall remain in effect while working special details in accordance with 45-19-1 of the Rhode Island Laws.

All Details:

1. Rate of pay:
 - a. All officers shall receive the overtime rate for the highest step within grade and shall be paid by the Town bi-weekly.
 - b. Officers working details on the holidays as defined in Section 1 (b) of this Article, shall receive pay at a rate of triple-time of their regular pay.
 - c. Grant programs which require additional police personnel shall be paid as a detail at the highest pay rate permitted by the grant regardless of the rank of the officer working said detail.
 - d. Details scheduled with less than four (4) hours notice shall be compensated at time and one-half the detail rate.
2. Shall be assigned by seniority, except in cases of emergency.
3. Shall have a four (4) hour minimum. Private details scheduled for more than four (4) hours, but less than eight (8) hours, shall be paid at an 8-hour minimum. This shall not apply to details scheduled for four (4) hours that go over that scheduled time period due to unforeseen consequences. Details are required to be cancelled two hours in advance of scheduled start time. Details cancelled with less than two hours advance notice shall result in the officer being compensated for a four (4) hour minimum.
4. Work in excess of 15 minutes shall be compensated as one full hour. All hours worked in excess of eight (8) hours shall be paid at the rate of time and one-half the detail rate.



5. Hours worked for all details shall be counted toward the total number of hours worked.
6. Officers may be authorized to work details in the Town of North Kingstown and Newport upon request from those agencies. Officers shall be compensated at the Jamestown detail pay rates. All Jamestown Police Department overtime and detail work shall take priority.
7. Any detail authorized as a result of grant funding in which a pay rate is established by the grant, the Town is not required to pay a higher rate unless the officer is ordered to work said detail. Such pay restriction shall be posted in advance with detail.
8. Officers may not be ordered into details with less than forty-eight (48) hour notice unless the Chief of Police deems that it in the best interest of public safety. Officers may not be ordered into Blue Riptide details other than those minimum details required by the grant. If an officer calls in sick for a detail, the Chief of Police may assign another officer to said detail.
9. The Chief of Police is authorized to detail police personnel and to require payment of an hourly amount in accordance with this contract whenever construction of, improvement of, or installation of any utility on a state highway within the Town shall in the opinion of the Chief of Police cause disruption of the normal flow of traffic and create a hazard to motorists. The Chief may, if he determines police personnel are necessary to regulate the traffic, after notifying the contractor involved, detail the number of police personnel that the Chief deems necessary to ensure the safety of motorists and the safety of employees working upon the highway and the contractor shall be responsible for the cost of the detail. The Town of Jamestown shall not be responsible for providing the detail where the State or the contractor refuses to pay for said service.
10. The Department may establish a Community Service Officer program consisting of civilian per-diem employees certified to handle traffic control details. All traffic control details shall be offered to the CSOs prior to an officer being ordered to work the detail. Members of this bargaining unit shall have first right of refusal to all details before they can be offered to CSOs. The uniform, rate of pay, training, and scheduling of the CSO program shall be at the sole discretion of the Chief of Police or their designee.

Section 3 - Call Back Pay:

All permanent members of the bargaining unit who are called back to duty at a time not contiguous to a shift shall be compensated for at least four (4) hours minimum. The pay for this time shall be at the overtime rate of pay. At the discretion of the Shift Commander, all employees called back to work under this Section shall be required to stay on duty only until the reason he/she was called back to work has been completed. The exception to this shall be as outlined in subsections (a) and (b) of this Section.

- (a) All Police Officers of the Jamestown Police Department shall receive (1) additional days'



pay: (8) hours pay at his/her regular rate of pay while qualifying at the pistol range provided that the officer is not on duty at the time of qualification. If an officer fails to qualify for any reason, subsequent qualifying rounds will be scheduled on his/her own time at the convenience of the Range officer.

- (b) Upon successful completion of Breath Testing training, the Police Officer has an ongoing obligation to remain certified. The Town will compensate all off duty Police Officers of the Jamestown Police Department four (4) hours minimum pay annually at their overtime rate of pay while certifying on the Breath Testing and may be held in conjunction with additional training. If an officer fails to certify for any reason, subsequent certification shall be scheduled on his/her own time. All Officers must remain certified on the Breath Testing.
- (c) The Town of Jamestown agrees to send Supervisors for management training within one (1) year of promotion, unless it can be shown that the newly promoted supervisor has already attended that training. Attendance by all Supervisors is mandatory.
- (d) Whenever a member of the bargaining unit is called back to duty for any reason, and an emergency develops within the Department that requires the officer's assistance for that emergency, beyond the time when he or she would have completed the task for which he or she had originally been called back to duty, the shift supervisor or the officer-in-charge on duty may require that the officer remain on duty until he or she is no longer needed to assist with the emergency. The Town recognizes that it is not the intent to hold an officer over past his or her original reason for call back duty unless there is an articulable, definable emergency. Emergency is defined as a sudden unforeseen occurrence or condition; exigency; pressing necessity.

Section 4 - Court Time and RITT Hearings.

Any time a member of the bargaining unit is required to attend court or RITT (Rhode Island Traffic Tribunal) hearing on his/her off-duty time, he/she shall be paid at the rate of time and one-half (1 1/2) his/her regular rate of pay, with a four (4) hour minimum.

For the purposes of Article V, Section 1(f), only actual Court time and travel time will be considered as part of the sixteen (16) hours. (Legitimate travel time: 1/2 hour to and from Newport, 1 hour to and from Cranston.)

When the Police Chief receives notification of a scheduled RITT hearing he will notify the officer involved of the hearing date and whether or not he intends to send the officer to the hearing. At that time the officer may discuss with the Chief his/her reasons for wanting to attend and the Chief will consider the officer's reasoning. If the Chief determines that the officer should attend, then the officer must attend.

If the Chief determines that the Department will not pursue the violation at the RITT hearing, then the matter is ended and the Chief's decision is not subject to the contract grievance procedure. The officer will receive four (4) hours minimum overtime pay for attendance at RITT hearings.

At such time as the Town establishes a Municipal Court the Union and Town agree to re-open

discussions on the logistics of sending officers to this court.

Section 5 - Travel Expenses and Vehicle Use

At the discretion of the Chief, officers may be assigned a Department vehicle to attend training. In the event that an officer is required to use his/her private vehicle, all members of the Jamestown Police Department shall receive the IRS reimbursement rate per mile, when said private vehicle is used for departmental business. Department business would include Police meetings, schools, seminars, training classes, range, clothing purchase, etc. All officers traveling overnight to attend an event or school authorized by the Chief shall be reimbursed a per diem rate of \$35.00 for meals and expenses not included in the program. The officer shall submit receipts for town accounting purposes. Lodging shall be booked and paid for by the Town.

ARTICLE VIII

Section 1 - Compensatory Time:

All employees may take compensatory time off instead of being paid for overtime hours worked. Compensatory time shall be received at the rate one and one -half (1-½) for overtime worked. Compensatory time normally will be taken eight (8) hours at a time. Effective March 1, 2007 the Town agrees to allow employees to take compensatory time of less than eight (8) hours, but not more than four (4) hours, at a time, provided the partial shift compensatory time does not create overtime or violate any other terms of this Agreement. Compensatory time shall be requested thirty (30) days before the start of the shift requested, if the request is for three (3) days or more. Compensatory time for two (2) days or less may be taken with seven (7) days notice, submitted before the start of the shift. An officer cannot be bumped from his/her compensatory time if the request was submitted at least thirty (30) days in advance.

Compensatory time may be accumulated up to a maximum of ninety-six (96) total accrued hours. Only forty-eight (48) hours per fiscal year may cause overtime. It is agreed that vacation and personal days shall have priority over compensatory time.

Upon death or retirement from the Police Department, the employee or his/her estate shall be allowed to sell back to the Town all unused compensatory time.

ARTICLE IX

Section 1 - Vacations.

Less than five (5) years	(14) working days
5 years but less than 10 years	(18) working days
10 years but less than 15 years	(23) working days
15 years to 20 years	(26) working days



21 years	(27) working days
23 years	(28) working days
25+ years	(30) working days

(a) Vacation may be taken at any time during the fiscal year at the discretion of the Chief of Police and said permission shall not be unreasonably withheld. All members shall be entitled to a full day's pay, eight (8) hours, at the regular hourly rate of pay, for each of his/her unused vacation days at the end of each fiscal year. All members shall be ineligible to be ordered into work on days off in conjunction with three (3) vacation days provided they do not request to be included in the overtime rotation during the vacation period.

Vacation days shall be requested at least thirty (30) days prior to the first vacation day requested and, if so requested, the officer shall not be bumped from his or her vacation; provided further, that if a vacation date(s) is open a request for that date(s) may be requested no less than seven (7) days in advance.

- (b) Vacation Accumulation: Members of the Jamestown Police Department shall be allowed to carry all unused vacation days from one year to the next, with a maximum of no more than three (3) years accumulation.
- (c) All employees shall have the option to sell all annual vacation days back to the Town or carry them over to the next fiscal year.
- (d) Upon retirement, death, or resignation from the Police Department, the employee or his/her estate shall be allowed to sell back to the Town all unused vacation days.
- (e) Vacation Usage: Out of six (6) members who can be off on vacation in the Patrol Division, only four (4) can be off on vacations of more than six (6) working days.

Section 2 - Paid Holidays:

(a) The following holidays shall be paid holidays for all employees of the Jamestown Police Department. Holiday pay shall be one-fourth (1/4) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary, whether he/she works the holiday or not.

	<u>Holiday Daily Pay</u>		
	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
Captain	\$442.00	\$455.30	\$469.00
Lieutenant ^C	\$395.38	\$405.36	\$417.48
Lieutenant ^B	\$412.17	\$422.70	\$437.34

Sergeant	\$376.73	\$388.01	\$399.58
Detective ^A	\$361.20	\$372.02	\$383.17
Patrolman (two)	\$345.68	\$356.03	\$366.75
Patrolman (one)	\$269.49	\$277.61	\$285.90

- A) The Detective Holiday pay is calculated at the mean of the Sergeant and Patrolmen (two).
- B) Lieutenant holiday pay effective until implementation of Captain position.
- C) Lieutenant holiday pay effective after implementation of Captain position.

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|---------------------------|------------------------------------|
| 1. New Years Day | 7. Victory (VJ) / Bay Day (August) |
| 2. Martin Luther King Day | 8. Labor Day |
| 3. Washington's Birthday | 9. Columbus Day |
| 4. Easter Sunday | 10. Veterans Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Friday after Thanksgiving |
| | 13. Christmas Day |

In addition to the above holidays, any 'Special Holiday' as declared by the President of the United States, shall be considered as a holiday for the purposes of this Section. Employees of the Jamestown Police Department shall receive holiday pay for the 'Special Holiday' as outlined above for regular holidays.

A 'Special Holiday' shall be considered a 'one-time holiday' and not one that is celebrated on an annual basis.

Said employees shall have the option of taking the holiday off without extra pay, at the discretion of the Chief of Police.

- (b) If an employee is required to work overtime on New Year's Day, Thanksgiving or Christmas he/she shall receive double time one-half (2 1/2) plus holiday pay. For the purposes of this provision, Christmas Day shall commence 3:00 p.m. December 24th and end at 11:00 p.m. on December 25th. New Years Day shall commence 3:00 p.m. December 31st and end at 11:00 p.m. on January 1st.



- (c) Personal Days: There shall be five (5) paid personal days for each employee of the Jamestown Police Department. Five (5) personal days may be carried over to the next fiscal year with a two (2) year maximum accumulation which equals ten (10) days. All employees will be allowed to take their personal days off at their request. Three (3) personal days per year may be taken with a minimum of four (4) hours notice if a replacement is available. One (1) personal day per fiscal year may be taken with less than four (4) hours notice if a replacement is available. The term 'available' as used in the Agreement shall mean able to be reached by telephone and ready and able to report to work.

In addition to the above paid personal days, an employee of the Jamestown Police Department who does not use any sick leave for a period of three (3) consecutive months, shall receive one (1) paid personal day. The employee may accumulate a maximum of four (4) paid personal days per year in this manner. The three (3) months periods would start at the beginning of the fiscal year and run consecutively thereafter.

No more than five (5) personal days may be carried over to the next fiscal year.

Section 3 - Time Off While Performing Union Duties:

All employees covered by this Agreement who are officers of Local 305 shall be allowed time off for official Union business with the Town, with pay and without requirement to make up said time, if there is sufficient manpower available to cover for said employees as determined by the Chief of Police. The Town will not pay for any union business conducted outside the officer's scheduled shift.

Section 4 – Time Off

- (a) No more than two (2) officers per shift shall be allowed off at the same time. Provided however that no more than three (3) supervisors may be off at the same time. The Chief of Police may restrict the number of supervisors off because of certain holidays or special events. In the event that a supervisor has not requested time off in accordance with Section 1 (a) – Vacations, then two (2) patrol officers assigned to that shift may be off at the same time. It is understood by the parties that the Chief of Police, the Department's second highest ranking officer, and Detective work administrative schedules and are not included for the purposes of this section.
- (b) If, at such time, the long-term staffing level of the Patrol Division drops from 11 to 9 members time-off shall be restricted to four (4) officers per day Department-wide by seniority. For the purposes of this restriction long-term leave of 30 calendar days shall constitute an absence from the patrol division in addition to vacant police officer positions not yet hired by the Town. Once staffing levels in the Patrol Division return to 10 or more officers this time-off restriction shall be lifted. This staffing level-based time-off restriction shall expire on December 31, 2023, unless the Town and Local 305 agree by means of MOU to extend this language to the expiration of this Collective Bargaining Agreement.

ARTICLE X

Section 1 - Sick Leave:

- (a) All employees will be allowed eighteen (18) days of accumulation of sick leave per fiscal year on a monthly accrual, pro-rated basis, of which eight (8) days, may be used without a doctor's certificate and with no loss of pay. Of the remaining ten (10) days and any accumulation brought forward from past years, the employee will be required to present a doctor's certificate to the Chief of Police stating the date of the visit. If the employee fails to provide a signed statement by a physician licensed by the State to practice medicine, he/she will forfeit his/her pay for the sick time taken, not to exceed eight (8) hours pay. If he/she produces a doctor's certificate he/she will be paid for all sick leave days covered by the doctor's certificate.

All sick leave earned accrues on a bi-weekly prorated basis. At the beginning of each fiscal year on July 1st, the full (18) days of sick leave is made available for use by each member. Should a member of the department leave the employ of the town, prior to the conclusion of the fiscal year on June 30th, the sick leave balance will be adjusted accordingly by the prorated balance of unearned time remaining in the fiscal year. Should an individual have used more leave time than they had earned at the time of separation, a financial offset will be made based on the employee payout at that time.

Five (5) days of existing sick leave allocation may be used for 'family sick time.' 'Family sick time' is defined as absence for the purpose of attendance upon members of the employee's family (not necessarily within the household of the employee) whose illness requires the care of such employee. Any sick time used as 'family sick time' shall count towards the eight (8) days of sick leave allowed per fiscal year without the need to present a doctor's certificate, as set forth herein in the preceding paragraph. For the purpose of this section 'family sick time' is defined as that time used to care for a spouse, child, parent, or domestic partner.

Required doctor's certificates need not state the nature of officer's illness, but shall set forth the date of the visit to the doctor, provided further, however, all employees must notify the Police Chief in writing immediately of any injury or illness, physical or psychological, that may in any way impair the officers ability to function as a police officer as outlined in the Department's essential job function for a police officer, or any type of injury that may affect the officer's ability to function as a police officer. The Chief of Police may require:

1. The officer to undergo an Independent Medical Examination (IME) whenever he believes that an illness or injury may affect the officer's ability to function as a police officer at that time or in the future, regardless of whether or not the injury or illness was job related.
2. If an officer is ordered to undergo an IME, the officer shall release all requested medical records to the IME physician and to the Town of Jamestown, which will become part of the officer's permanent records.
3. Any time an officer is required to undergo an IME and the IME takes place on the officer's day off, he or she shall be paid at the four (4) hours contractual minimum call-back rate of pay.



4. Any time an officer is scheduled for an IME by the Town, and the IME takes place after the officer has been cleared by his or her physician to return to work, and the IME physician concurs as to when the officer should have returned to duty, then no time shall be lost by the officer.
5. If the IME physician does not clear the officer to return to duty, the officer will remain on sick leave until such time as the IME physician determines that the officer can return to duty and perform the essential job functions.
6. An officer shall be reimbursed for any lost details and/or overtime opportunities lost as a result of being placed on sick leave by the Town after being cleared by his/her own physician and the IME physician subsequently concurs that the officer should have been cleared.
7. The formula for determining 'lost details and/or overtime opportunities lost' for the individual officer is:
 - (a) The average number of details/overtime hours actually worked per week, calculated over the previous twelve (12) month calendar period, times the number of weeks, or fractions thereof, that the officer was ordered out on sick leave by the Town.
 - (b) Once this average amount of time per week is determined, and agreed to by the Town and the Union, the officer shall receive detail/overtime pay at the rate set forth in the contract.
 - (c) Anytime an employee or spouse gives birth to or adopts a new baby, he/she shall be allowed to use up to fifteen (15) consecutive work days as parental leave and pursuant to the relevant provisions of the Family and Medical Leave Act.
 - (d) Sick leave shall be on a cumulative basis and shall be allowed to accumulate from one fiscal period to another for all unused days with no maximum accumulation. All employees hired after March 1, 1993 shall be entitled to accumulate up to 165 days of sick leave.
 - (e) Any and all sick leave time accumulated up to the date of acceptance of this contract shall be credited to each officer and shall not be lost.
 - (f) Upon retirement or death of an employee, the employee or his/her estate shall be entitled to a cash payment amounting to one-half (1/2) of his/her accrued unused sick leave at his/her regular rate of pay.
 - (g) The Town will establish a retirement account, as heretofore, for each member of the bargaining unit. The funding will be voluntary, at the discretion of the employee, and will be based upon the following formula.
 1. If the employee wishes, the Town will purchase a maximum of five (5) sick days in each fiscal year. The purchase cost will be the employee's base hourly rate times eight (8) hours for each day purchased. The purchase will occur at the end of the fiscal year, and will be reflected in the employee's paycheck during the first pay check of the next fiscal year.

2. The Town will invest this money in an account with Washington Trust with three different plans available to employees. The risk of these investments shall be borne solely by the employee. The Town and the Union will not be liable for any losses the plan or any individual employee may suffer. Upon a normal retirement, the employee will be eligible to collect sick pay principal plus interest thereon, in addition to that individual's personal investment, if any, and interest.

The Town shall issue to each participating employee an annual statement on February 1st of each year detailing the total sick days credited, which plan the employee is currently invested, the total amount of the employee's contribution into his/her plan, and the current estimated value of the employee's participation within his/her plan. Within thirty (30) days after the annual statement is received the employee shall have the right to reinvest their current plan value to another of the Washington Trust plans offered.

3. The employee may add to this fund by investing his/her own money once per year on the same date as the annual sick leave sell back. If he/she leaves prior to normal retirement, he/she may withdraw only his/her own money, and interest, in the fund. He/she is not eligible to receive his/her 'sick time' payment.
 4. Upon death of an employee, his/her estate shall be entitled to collect the employee's sick pay principal plus interest thereon in addition to employee's personal investment, if any, and interest.
 5. The risk of all of these investments shall be borne solely by the employee. The Town and the Union will not be liable for any losses the plan or any individual employee may suffer.
 6. At the end of the fiscal year, employees having more than forty (40) days annual accumulated sick leave may request payment for those days in excess of forty (40) at a rate of one (1) day's pay for each three (3) days of accumulation. At the same time, employees will be offered an opportunity to deposit fifty (50%) per cent of their unused sick days for the year in a sick leave bank, to be established by the Town on or before June 1, 1993. Payment under this section will be reflected in the employee's paycheck during the first paycheck of the next fiscal year.
 7. Any time an officer is on sick leave for a non-job related injury and has used all of his/her sick leave, he or she shall use all accrued vacation time, compensatory time and personal days before being placed on sick leave without pay.
- (h) As of July 1, 2010, the Town shall establish a "Sick Time Bank". At the beginning of each fiscal year the Town shall place a total of 4 sick days per member into the Sick Time Bank (2 from each member's original 20 days, and 2 matched by the Town). At the end of each fiscal year each member of the bargaining unit may deposit up to eight (8) days of unused sick time into the Sick Time Bank. Once sick time is deposited into the Sick Leave Bank it loses all monetary value. If a member of the bargaining unit or a member of their immediate family becomes seriously ill and the member is in danger of running out of sick



time they may withdraw sick time from the Sick Time Bank. Each member may withdraw a maximum of twenty (20) days at a time with a maximum of sixty (60) days of sick time per fiscal year. Once the member returns to work any unused sick time withdrawn from the Bank will be returned to the Bank. All requests for withdrawals from the Sick Time Bank must be approved by a Sick Leave Board consisting of the President and Vice President of Local 305 and the Town Administrator. No requests shall be granted for IOD related injuries or illnesses. It is understood that the purpose of the Sick Time Bank is to assist members and their families with serious and life-threatening illnesses.

Section 2 - Emergency Leave:

Employees shall be granted up to three (3) days off total, from the date of the death of a member of their immediate family until the date of the funeral or memorial service, where it is necessary in order to make arrangements and to attend the funeral or memorial service. Such employees shall suffer no loss of pay during this period. The term 'immediate family' shall mean for purposes of this provision: child, spouse, mother, father, mother-in-law, father-in-law, grandparents, sister or brother. In the event of a death of any other near-relative (first cousins or closer, but including brother or sister-in-laws) one (1) day off with pay will be granted in order to attend the funeral. In the event of the death of an individual other than those specified in this Section, permission to attend during duty status will be at the discretion of the Chief of Police.

Additional time off may be granted at the Chief's discretion. Any additional time off shall be from the officer's accrued time off (vacation, comp-time, personal, sick). Restrictions as to deadlines for when these accrued time-off requests must normally be submitted may be waived by the Chief in these circumstances.

Section 3 - Retirement Account:

The Town agrees to provide to each individual employee a statement of his/her retirement account annually.

Section 4 - Buy Back:

Any buy back of unused sick time as described in Article X Section 1 (f) and unused vacation as described in Article IX Section 1 (c), other than those arising from normal retirement, shall be paid in the first pay period of the next fiscal year on a monthly accrued pro-rata basis. Any buy back under this Section other than retirees will be prorated at the time of termination/departure from town employment. Personal leave time is lost, cannot be subject to buy-back and is provided on a use it or lose it basis.



ARTICLE XI

Section 1 - Illnesses and Injuries:

- (a) Employees of the Police Department who are injured or who contract illness in the line of duty shall receive such benefits as provided by Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended.
- (b) Medical care for injuries and illnesses for those injured or who contract illness in the line of duty shall be as follows:
 - 1. Employees injured or who contract illness in the line of duty whose condition requires admittance to a hospital shall have the right to select a hospital in the State of Rhode Island and physician from the staff of that hospital. The choice shall be made by the employee, or if his/her conditions prevents him/her from making his/her choice it shall be made by his/her nearest relative who may be available at the time.
 - 2. In other cases which do not require hospitalization, the employee shall have the right to a specialist of his/her choice from the staff of a hospital in the State of Rhode Island for initial treatment at the hospital and for subsequent treatment at the selected physician's office.
 - 3. In cases which are of a minor nature (minor lacerations, abrasion, contusions, etc.) the judgment of the attending physician shall be followed regarding the necessity of calling a specialist.
 - 4. When an employee has suffered a minor injury which does not require the care of a physician, in the line of duty and has been treated by a member of the emergency medical services (EMS) squad, the officer shall authorize release of the EMS report and all other reports of the injury and the treatment to the Chief of Police and they shall become a part of the record of the Department. Any subsequent worsening of the injury shall entitle the individual to the benefits of this Article.
 - 5. When an employee has suffered a previous injury and an occasion arises when that injury reoccurs in any nature, the employee shall be entitled to immediate examination by the physician who attended him/her for the original injury at the Town's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death or from other circumstances, the employee shall have the right to engage a specialist of his/her own choice duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this Article, provided however, the Town of Jamestown shall have the right to have said employee examined by a physician selected by the Town to determine whether or not said employee is actually suffering from a recurrence of the injury. If there is a difference of opinion between the employee's physician and the Town's physician, then the two physicians shall pick a neutral physician who will examine the Permanent Police Officer or Clerk/Dispatcher and his/her decision shall be final and binding. The total cost paid for by the Town.

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6. It is agreed by and between the parties that the Town may select a physician to examine an employee who reports an illness or original injury and also to determine whether or not an employee ill or injured, is ready to return to work.
7. It is agreed by and between the parties that the Town may assign 'light duty' status after suffering a job related or non-job related illness or injury. The Town may assign light duty if both the Town's physician and the employee's physician agree that returning to work on light duty will not further aggravate the illness or injury. Officers on light duty may leave the Station, but cannot be ordered to do so.

Section 2 - Light Duty:

For any employee whose physical condition prevents him/her from performing his/her normal work assignments, the Employer agrees to make a reasonable effort to place him/her in work he/she can perform within the Police Department upon release from his or her physician and upon presentation of said release to the Chief and concurrence by the Employer's physician. Said assignment shall be as directed by the Chief.

The intent of this provision is to return to work as soon as is medically possible employees who are affected as set forth in the above paragraph. Further, the parties understand that 'limited duty' refers to duty other than normal outside patrol duties and that it is not the intent that said light duty is to be of a 'make work' nature.

An injured employee or an employee, who is temporarily disabled in any circumstance where the employee is not confined to their home and where the employee is determined capable of performing light duty assignments, may be required to work light duty status, providing the following conditions exist:

1. Capability to perform light duty shall be determined by the employee's physician and the Town's physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician, shall examine the subject employee and the opinion of the third physician shall be conclusive on the parties. The Town shall pay for the cost of the examination. However, the Town and/or the Union shall have the right to have said determination reviewed by a single arbitrator in accordance with the arbitration provision set forth in this agreement. The event a dispute arises as to whether the employee can perform light duty; the employee shall be allowed to remain out of work until such time as a final determination has been rendered.
2. Prior to reporting to light duty, the employee must be informed in writing of the type of work they shall be assigned to perform. This written notice must be provided to the employee prior to the examination by the impartial physician referred to in subparagraph 1 preceding. Said employee cannot be required to perform any task or duty not enumerated in the light duty description provided in writing by the Town to the employee.
3. No employee shall be required to leave the station while on light duty unless the officer is

physically capable of wearing his/her duty weapon. If an officer is not capable of wearing his/her duty weapon it shall be their own decision whether or not they are comfortable leaving the police station unarmed. It is understood that if an officer does choose to leave the police station to perform an assigned task it is the Department's responsibility to provide this officer with a vehicle that is not immediately recognizable as a police vehicle. The Town further recognizes that when an officer is capable of leaving the station while on light duty, that the officer's physical capabilities are limited and that all precautions shall be made not to have the officer perform tasks that could cause the officer further harm.

4. The employee must be granted time off for doctor's visits or therapy.
5. Light duty assignments shall in no way further impair the employee's recovery or aggravate the employee's injury.
6. Light duty assignments cannot be in conflict with the Department's rules and regulations or policies and procedures. This section is not intended to circumvent or impair the terms provided for in R.I. General Laws 45-19-1, as amended.

Light duty will include desk clerk, administrative duties as assigned by the Chief of Police, prosecution and other similar light or clerical tasks in accordance with a doctor's recommendation or the employee's physical limitation, within the essential job functions of the employee. Any employee assigned to light duty shall be placed on an administrative four and two schedule.

ARTICLE XII

Section 1 - Health Benefits:

- A. All employees covered by this Agreement shall be entitled to receive health benefits per Appendix A, family or individual plan, whichever is applicable. The Town will pay eighty percent (80%) of all premiums and the employee will pay twenty percent (20%) of the health insurance cost.
- B. Co-payment for outpatient services shall be as follows: Primary care office visits \$10.00; Specialists \$25.00; Urgi-Care \$25.00; and Emergency Room \$100.00.

The Town agrees that officers shall be responsible for the increase in the Emergency Room co-payment only if the Urgent Care facility is open and the officer chooses not to use it. In addition, The Town agrees that when an officer's doctor issues a directive requiring that the treatment shall be performed at an emergency room, the officer's co-payment shall be \$50.

The Town further agrees that officers shall only be required to pay \$25.00 for Urgent Care visits when his/her family's primary care physician's office is closed and it is not practicable for the officer or his family member to delay the treatment until their primary care physician's office is open.

Employees may submit requests for reimbursement for the \$5.00 differential between the employee co-payment requirement (10.00) and the Town's insurance plan co-payment limit

(\$15.00).

Local 305 and the Town agree to a \$250.00 deductible health care plan as per Appendix A. The Town will pay this deductible. Should the co-pays paid by the Town exceed \$4,000.00 in fiscal year 2010, the Local and Town will reopen discussions on this matter.

- C. Prescription Plan per Appendix A, family or individual plan, whichever is applicable.
- D. The Town will provide vision care coverage on a reimbursement basis with an annual maximum per individual of \$100.00 for prescription eyeglasses for each enrolled family member.
- E. The Town may substitute any equivalent health plan or plans for any of the plans specifically set forth with the Union's approval, which shall not be unreasonably withheld.
- F. Effective December 1, 2007, the Town shall provide Dental Coverage per Appendix A, family or individual plan, whichever is applicable. The Town will pay eighty percent (80%) of the dental insurance premiums and the employee will pay twenty percent (20%).
- G. Blue Cross Healthmate Coast to Coast/Family Plan or a health insurance plan offering equal or better provisions shall be provided for all members of the bargaining unit who retire from the Jamestown Police Department upon reaching their normal retirement date. Pursuant to the requirements of Chapter 54 of Title 28, Section 1, all members of the bargaining unit who are retired shall enroll in Medicare as soon as he or she is eligible.
- H. Upon entering a retirement from the Town based on the required minimum years of service for a normal pension, the Town agrees to provide this health care coverage for retired employees until such time as they become eligible for substantially similar coverage through future employment or through coverage supplied by a spouse's employer. Retirees who leave the Town's plan when substantially similar coverage is available, as detailed above, will be taken back under the Town's coverage in the event of loss of these alternative benefits. The determination of "substantially similar" coverage shall be made by the Town Administrator in consultation with the Town's third party health care administrator and a retiree recommended for appointment on an ad hoc basis, as needed, by Local 305. Any retiree receiving health care coverage from the Town shall enroll in Medicare upon reaching their Medicare enrollment eligibility date. The Town shall cover the cost of any Medicare plan Part B premium, supplemental or gap insurance plan - Part C, and prescription or RX plan - Part D. Plan coverage provided pursuant to this provision shall be substantially similar to the health care coverage provided to the retiree in effect upon their retirement from the Town. Any retired employee who was hired on or after July 1, 2023, upon reaching Medicare enrollment eligibility shall enroll in Medicare, and shall not receive any gap insurance coverage provided by the Town at the Town's expense. Said retiree may purchase gap coverage through the Town at the rate the Town would pay. No spousal or family health care coverage will be provided at the cost of the Town once a retiree or their spouse reaches their Medicare enrollment eligibility date. However, retired employees may purchase appropriate health care coverage for family members through the Town, at the rate the Town pays for individual or family coverage, as the case warrants, upon the retiree's enrollment in Medicare.



- I. Employees who retire after completing at least twenty (20) years of service (having reached their normal retirement date) will receive individual health care benefits as outlined above, and may purchase family coverage and benefit rider packages at the rate the Town pays for the coverage by reimbursing the Town the difference between the costs of the two health plans. This benefit will remain the same until such time as the employee would have completed twenty-five years of service. At that time the employee will receive an individual or family plan health benefit package, whichever is applicable, and may purchase benefit rider packages at the rate the Town pays for the coverage by reimbursing the Town for the cost of the riders. Any retiree receiving health insurance will be responsible for a percentage of the premium equal to the co-pay they are paying at the time of retirement.
- J. Upon retirement under the twenty (20) years of service provision in Section 1, preceding, an officer may keep his or her present family health benefits package by reimbursing the Town the difference between the two health plans until such time as the retired officer reaches what would have been twenty-five (25) years of service; provided, however, this privilege will be forfeited by any retiree who fails to make his/her monthly payment as prescribed by the Town.
- K. Any employee eligible for alternative health care coverage may opt to receive health care coverage pursuant to a non-Town paid plan in lieu of a Town paid plan. Any employee enrolled in a family plan with the Town who opts for alternative coverage shall receive two thousand two hundred (\$2,200) dollars in a lump sum, for each full contract year in which he/she is not covered by Town plan, Employees opting out of individual plan coverage shall receive eight hundred (\$800.00) dollars for each such year. For each year during the term of this Agreement in which such election is made the employee will receive no coverage pursuant to this Article. The Town may require proof of alternative coverage. Employees who exercise this option whose spouses are employed by the Town shall receive four hundred and fifty (\$450.00) dollars in lieu of the payments set forth above.

Section 2 - Life Insurance:

The Town of Jamestown agrees to provide all employees covered by this contract with a group life insurance term policy in the amount of \$50,000.00 or such life insurance plan which the Town carries for other municipal employees. Said policy will be in effect twenty-four (24) hours a day regardless of duty status.

The Town of Jamestown agrees to provide all employees covered by this contract with an additional accidental death and dismemberment policy in the amount of \$50,000.00. Said policy will be in effect covering on duty status. Members will have the option, if they meet eligibility requirements, of taking over their life insurance plan upon retirement.



Section 3 - False Arrest Insurance:

The Town of Jamestown shall provide all members of the Jamestown Police Department with a Law Enforcement Officer's Professional Liability Insurance that pay on behalf of the Jamestown Police Department, subject to the terms, conditions, and exclusions of the policy for all sums obligated to pay by reason of liability imposed upon the Jamestown Police Department by law or assumed by the Jamestown Police Department under contract or agreement, for damages direct or consequential, and expenses, on account of bodily injury or personal injury or property damage arising out of the Jamestown Police Department operations and an incident of performance of or failure to perform official police duties. The limit of liability for the Law Enforcement Officer's Professional Liability insurance will be \$5 million per occurrence.

'Personal Injury' means injury, other than bodily injury, including but not limited to mental injury, mental anguish, shock, sickness, disease, or disability. The term personal injury shall not include injury that would otherwise be covered herein under the definitions of bodily injury or property damage.

'Bodily Injury' physical injury which occurs to the body and sickness, disease, disability, or death resulting from any of these at any time including pain and suffering directly relating thereto. The term Bodily Injury shall not include mental injury or mental anguish sustained by any claimant at any time unless a physical injury.

A copy of this policy shall be forwarded to the President of IBPO, Local 305 within a reasonable amount of time.

Section 4. - Endurance Challenge:

The Chief will oversee a physical fitness program/agility test which shall only involve voluntary participation by members of the Department. This test will be the same as used by the Municipal Police Academy. The Town shall incur no overtime cost to administer the test. Upon successful completion of the program, a participating employee of the Department shall be provided one (1) - personal day, in addition to their other allocation of personal days. The test will be held each May with those members of the department successfully completing the challenge receiving an additional personal day on July 1st.

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ARTICLE XIII

Section 1 - Salaries:

The salaries of employees shall be increased by three (3%) percent effective July 1, 2023, by three (3%) percent effective July 1, 2024, and by three (3%) percent effective July 1, 2025.

Hourly / Annual Salary

	<u>7/1/2023</u>		<u>7/1/2024</u>		<u>7/1/2025</u>	
Captain ^A	\$44.20	\$91,936.00	\$45.53	\$94,702.40	\$46.90	\$97,552.00
Lieutenant ^C	\$42.20	\$81,851.12	\$43.47	\$84,314.41	\$44.77	\$86,835.89
Lieutenant ^B	\$44.20	\$85,730.32	\$45.53	\$88,309.99	\$46.90	\$90,967.24
Sergeant	\$40.40	\$78,359.84	\$41.61	\$80,706.76	\$42.85	\$83,131.26
Detective ^A	\$38.74	\$80,579.20	\$39.90	\$82,992.00	\$41.10	\$85,488.00
Patrolman 2	\$37.07	\$71,900.97	\$38.18	\$74,053.93	\$39.33	\$76,284.68
Patrolman 1	\$28.90	\$56,054.44	\$29.77	\$57,741.89	\$30.66	\$59,468.14

A) The Detective and Captain salaries are based on a 40 hour work week.

B) Lieutenant pay prior to implementation of Captain position.

C) Lieutenant pay after implementation of Captain position.

Patrol officers will advance in step upon reaching their anniversary date of employment, exclusive of the probationary period.

POST certified officers who transfer from another police department may have a starting salary of "Patrolman One" or "Patrolman Two" determined by the Chief of Police based on their years of experience.

Section 2 - Longevity:

All members of the Jamestown Police Department who become eligible under Section 2 of Article XIII shall receive on the anniversary date of their original date of employment, such longevity due as outlined below, to be paid by separate check.

One-half percent of base salary per year times the number of years of employment. Employees are eligible to collect longevity pay beginning at the completion of their 5th year of service. This calculation shall be capped upon reaching 25 years of service at 12.5%. In addition to the longevity due to all eligible employees as outlined in Section 2 of the current contract, each employee hired prior to July 1, 2014 shall receive an additional four hundred fifty (\$450.00) dollars added to his/her longevity. This will have no effect on the longevity formula of one-

half percent of base salary per year times the number of years of service.

Employees hired after July 1, 2014 shall not be eligible for an additional \$450 stipend to their longevity pay.

Section 3 - Uniforms:

A. All uniforms shall be furnished as required by the Town of Jamestown. The Town agrees to furnish all Permanent Police Officers with a clothing allowance as follows:

March 1, 2024.....	\$2,100.00
March 1, 2025.....	\$2,100.00
March 1, 2026.....	\$2,100.00

For the maintenance and upkeep of their uniforms, said sums to be paid yearly, by separate check, on March 15th of every year.

B. The Town agrees to furnish the detective with a clothing allowance of seven hundred and fifty (\$750.00) dollars per year, said sum to be paid yearly, by separate check on March 15th of every year. This clothing allowance shall end through attrition of the current detective as of July 1, 2023.

C. The Town agrees to furnish each officer with a bullet proof vest, to be replaced in accordance with the manufacturer's recommendations. Officers may elect to upgrade to an equal or higher standard vest than that provided by the Town. The Town agrees to provide reimbursement to employees who elect to exercise this provision at the cost for the standard issued vest offered by the Town, commencing with the recommended manufacturer's replacement date for the current issued vest. Employees who exercise this provision shall be solely responsible for the cost differential between the standard issue and the upgraded vest selection.

D. Each member of the bargaining unit may submit a reimbursement for \$100 once each fiscal year for the cost of replacing patrol boots.

ARTICLE XIV

Section 1 - Pension Plan:

The Town of Jamestown shall provide a pension plan for the employees of the Jamestown Police Department. Pension benefits shall be defined by this Collective Bargaining Agreement, and the administration of the Plan finances shall be governed by the document titled "Town of Jamestown, Rhode Island Police Department Pension Plan".

Effective March 1, 2007, for employees hired prior to July 1, 2014, the Pension Plan shall allow for a normal retirement benefit equivalent to fifty percent (50%) of the employee's average last three (3) years' compensation, for those retiring after twenty (20) years of service (two and one-half percent (2.5%) for twenty (20) years, and two percent (2.0%) for each year in excess of twenty (20) years up to a maximum pension of seventy-five (75) percent of the last three (3) years' average compensation.

Employees hired after July 1, 2014 shall be allowed a normal pension after twenty-five (25) years of service of sixty (60) percent of the last five (5) years' average salary. Service for these employees after twenty-five years shall accrue additional pension payment benefits of two (2) percent per year up to a maximum pension of seventy-five (75) percent of the last five (5) years' average salary, and a cola (simple) based on the CPIU with a maximum upper limit at three percent (3%) and lower limit at zero (0).

A Pension Plan agreement and fund is hereby established pursuant to the provisions of this benefit. The Pension Plan fund shall be administered by the Jamestown Police Pension Committee.

The following terms and conditions apply in addition to the conditions as expressed within the Plan:

- A. The Town of Jamestown will accept full responsibility for the Police Pension Plan, Titled, 'Town of Jamestown, Rhode Island Police Department Pension Plan.'
- B. All employees of the Police Department shall be required to join the Police Pension Plan. Withdrawal from the plan will require retirement or termination of employment from the Jamestown Police Department.
- C. Employees shall contribute a specified percentage of their base pay rate plus longevity to the Pension Plan. Effective July 1, 2009 employees shall contribute nine percent (9.0%) of their base pay plus longevity to the Pension Plan.
- D. Spousal benefits allowed under the Town of Jamestown, Rhode Island Police Department Pension Plan will only apply if the employee is married at the time of normal or late retirement, or for officers voluntarily resigning prior to normal retirement, at the time of normal retirement date.
- E. All military 'Buy Back' time purchased after April 1, 1986 will be at an actuarially determined rate with the employee responsible for the entire cost. The Town will honor all military service purchased prior to April 1, 1986. Military service time cannot be credited towards minimum years of service as listed above. There will be no military service 'buyback' for employees hired after March 1, 1996.
- F. Upon retirement, an employee will receive a retirement benefit consistent with the existing plan.

Effective July 1, 2007 all members who retire shall receive a cost of living increase



(COLA) based upon the following schedule:

One percent (1.0%) per year for every year between his/her retirement of twenty (20) through twenty-five (25) years of service, compounded annually. Once the officer has completed twenty-five (25) years of service or has since retired with at least twenty (20) years of service, but has reached what would have been his/her twenty-fifth (25th) anniversary, his/her COLA shall increase to three percent (3.0%) per year, compounded annually.

Employees hired after July 1, 2014 shall be allowed a cola increase (simple) based on the CPIU with a maximum upper limit at three percent (3%) and lower limit at zero (0).

- G. The Town will assist in establishing a '457' deferred compensation plan, at no cost to the Town and to be administered by an outside agency.
- H. Upon permanent disability for service due to occupational causes participant will be paid sixty-six and two-thirds (66 2/3 %) per cent of the rate of pay he/she was receiving at the time of his/her disability retirement.
- I. The Town and Union agree in computing an employee's retirement benefits for members hired prior to July 1, 2014, average compensation is computed on the thirty-six (36) consecutive months of full service prior to date of normal or late retirement or termination and not on Plan year basis. Employees hired after July 1, 2014, average compensation is computed on the sixty (60) months of full service prior to date of normal retirement or termination and not on Plan year basis.
- J. "Compensation" shall be defined similarly as in the Pension Plan as: The monthly equivalent of a Participants annual compensation paid by the Employer in a Plan Year, including longevity pay, but exclusive of overtime pay, shift differentials and other forms of additional compensation, and exclusive of any program of deferred compensation, employee benefits, or additional remuneration payable other than in cash.

Section 2 - Retired Officer Corps (ROC)

At the discretion of the Chief of Police, future retired police officers who leave the Department in good standing may be allowed to work special details and patrol shifts after all permanent police officers have refused the special detail or shift. These officers shall become members of the "Retired Officer Corps" (ROC). Retired officers must maintain their POST certification by attending all required trainings to be eligible to work patrol shifts. Rate of pay for POST certified ROC officers shall be the current overtime rate for the rank the retired officer held at the time of their retirement. Retired officers participating in the ROC may opt to not maintain their POST certification, and shall be permitted to work traffic details but not patrol shifts or enforcement details. ROC officers opting to not maintain their POST certification shall only be paid the "CSO" rate of pay for working details. All uniforms and required equipment shall be provided by the Department at no expense to the retired officer. Retired officers choosing to participate in the ROC shall be compensated for all required trainings. Officers who leave the Department prior to their



normal retirement date, but in good standing, shall be eligible for the ROC. ROC officers shall be offered all details before CSOs or officers from other agencies.

ARTICLE XV

Section 1 - Present Benefits:

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees and shall be made part thereof.

ARTICLE XVI

Section 1 - Rules and Regulations:

- (a) Local 305 shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police, and a copy thereof transmitted to the Town Administrator. Said suggestions for rules and regulations will be given due consideration and adopted if deemed advisable by the Chief of Police and the Town Administrator. Said suggestions must originate from employees of the Department.
- (b) Each employee of the Police Department shall be provided with a copy of all Town ordinances concerning the Police Department, and a copy of Town Ordinances for which the Police Department is responsible for enforcement. There will be made available to all employee any and all amendments to the Town Ordinances and each and every amendment or addition of any notice of operation of the Department that affects the employee of the Department within sixty (60) days of their adoption.

Section 2 - Review of Personal File:

The Chief of Police, upon the request from any member of the Department, must allow said member the privilege of a periodic review of his/her personal file. A member shall have the right to appeal to the Chief of Police for withdrawal of any statement or material the member feels does not belong in the file or that discredits him/her. Should the appeal fail, the member has the right to have a rebuttal to the statement or material included in his/her file.

With the exception of the psychological examination each employee may make a copy of everything in his/her personal file. Any additions made to the files: a copy of the addition shall be furnished to the employee.



ARTICLE XVII

Section 1 - Grievances:

For the purpose of resolving alleged grievances of employees of the Town of Jamestown Police Department arising out of the interpretation of this contract, the following grievance procedure is accepted by the Town:

- A. When any employee feels he/she has a grievance, he/she shall, within seventy-two (72) hours of the act or omission he/she feels should be grieved file a written grievance with the Executive Board of the Union to determine the justification of the complaint.
- B. Within five (5) days thereafter, if the Executive Board feels that there is justification in the complaint, the Union President shall submit a written grievance to the Chief of Police. This written grievance shall contain, with reasonable clearness: the exact nature of the grievance; when it occurred, the identity of the employee or employees who claim to be aggrieved, the specific provisions of the Agreement that the employee or employees claim the Employer violated (catch all recitations shall not meet this requirement), and the remedies sought. A meeting shall be set up within seven (7) days from the date of notification of the grievance was made to the Chief of Police. The meeting shall consist of the Chief of Police, President or Vice President of the Union and the grievant.
- C. If after a meeting with the Chief of Police the matter still cannot be settled the Union President shall submit a written grievance to the Town Administrator and Town Council President within seven (7) days. A meeting shall then be set within seven (7) days of this notification. The meeting shall consist of the Town Administrator, Chief of Police, President or Vice President of the Union, and the grievant. Either party may bring counsel or the National Union Representative to this meeting.
- D. In the event the grievance cannot be satisfactorily settled between the representatives of the Union and the Town as aforesaid within fourteen (14) days, or longer by a mutually agreed extension, of the meeting with the Town Administrator, the matter shall be submitted to arbitration as set forth hereinafter.
- E. It is expressly understood by the parties hereto that the members of the Jamestown Police Department shall have no right to engage in any work stoppage, slowdown or strike, and all issues of grievance shall be resolved by the grievance and arbitration procedures set forth herein.
- F. It is agreed by the parties hereto that in the event the complaint shall involve suspension or discharge of any employee he/she shall be paid until there has been a final determination of the grievance, or until the day after the meeting with the Town Administrator.
- G. The parties agree that all employees covered by this Agreement shall have the right to file a grievance for any disciplinary action, whether it involves the Rhode Island Law Enforcement Officers' Bill of Rights (LEOBOR) or not, provided however, the resort to the grievance



procedures set forth herein shall constitute a waiver of any rights under the LEOBOR.

ARTICLE XVIII

Section 1 - Arbitration:

Within five (5) days from the expiration of the period set forth in Article XVII, Section 1, 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 meet and appoint a third disinterested person who shall act as Chairperson 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 Association, or any other agreed upon agency.

- (a) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his/her grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his/her own choosing. Said counsel to be furnished by Local 305 of the IBPO at no expense to said officer.
- (b) Any decision handed down by the majority of the Arbitration Board shall be final and binding upon the parties hereto.
- (c) All costs and expense of impartial arbitrator shall be shared equally by the parties hereto.

ARTICLE XIX

Section 1 - Police Cruisers:

All new police cruisers are to be supplied with factory installed air conditioning and a police package which shall be maintained in good working order.

Section 2 - Dead Animals:

Under normal circumstances no police officer shall be required to move any dead animal from public or private property, except that police officers shall move dead animals to the side of the road during the period of time when the members of the Jamestown Department of Public Works (JDPW) are not on regular duty. In the event a domestic animal is injured and the owner is not available, the police officer on the scene will immediately contact the appropriate department/agency to respond and provide whatever aid is needed for the care of the animal.



ARTICLE XX

Section 1 - Saving and Separability:

It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

Section 2 - Layoffs:

In the event that the Town determined that it will have a layoff, employees shall be laid off in order of seniority. Affected employees will remain on a preferential reemployment list of a period of two years from the date of layoff and shall retain their seniority for this period. In the event of recall, employee will be recalled in inverse order of layoff.

Section 3 - Titles:

None of the titles of Articles or Section within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

Section 4 - Training Academy Costs:

The Parties understand that probationary police officers, within ninety (90) days of appointment as such are required by the Town to execute an agreement in from satisfactory to the Town requiring that they pay in full to the Town all costs actually incurred by the Town in association with their attendance at the Municipal Police Academy in the event that they voluntarily leave employment with the Town within one (1) year of graduation from the Academy, that they repay two-thirds (2/3) of all such sums if they voluntarily leave the employment of the Town more than one (1) year but less than two (2) years after graduation from the academy and that they repay one-third (1/3) of all such sums in the event that they voluntarily leave the employment of the Town more than two (2) years but less than three (3) years after graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be salary paid to the officer while attending the Academy, the cost of books, tuition (if any is paid), uniform, other school materials and the costs incurred by the Town in collecting such sums (including reasonable attorney's fees) from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period. Sole responsibility for enforcement of this provision rests with the Town.

ARTICLE XX

Section 1 - Duration of This Agreement:


This Agreement shall be for the term of July 1, 2023 to June 30, 2026 and thereafter shall remain in effect from year to year unless either party hereto, at least one hundred twenty (120) days prior to the last day in which money can be appropriated by said Town, gives written notice to the party of its intention to terminate or amend this Agreement.

Section 2 - Successor Clause:

Any change in the composition of the management of the Town of Jamestown or the IBPO, Local 305, shall have no effect on the terms of this agreement and any and all successors to the current management of either party shall be obligated and bound to the terms of this agreement.

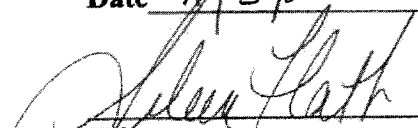
IN WITNESS WHEREOF: the said Town of Jamestown has caused this instrument to be executed and its corporate seal to be affixed by the Town Council President thereunto duly authorized by the Town Council of the Town of Jamestown as the day and year first above written, and said Local 305, International Brotherhood of Police Officers has caused this instrument to be signed by its President or Secretary/Treasurer, thereunto authorized as of the day and year first above written.

**COMMITTEE FOR LOCAL 305,
IBPO**



Derek Carlino
President IBPO, Local 305

Date 11/3/2023



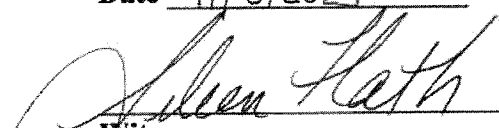
Witness

TOWN OF JAMESTOWN



Edward A. Mello
Town Administrator

Date 11/3/2023



Witness

APPENDIX A
Health / Prescription / Dental Plans

Understanding Your Plan Your Benefit Summary

TOWN OF JAMESTOWN

Group Number: 5885-0171

Delta Dental of Rhode Island

Effective: 07/01/2023 - 06/30/2024

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to www.deltadentalri.com/content/exclusionsandlimitations. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

Icons

- P** Pre-treatment Estimate Recommended
- A** Prior Authorization Required
- D** Deductible Applies

Provisions

Annual Maximum: \$1,500

Elective Orthodontic Lifetime Maximum: \$1,200

Maximum Lifetime Cap: Unlimited

Max Carry Over: \$250

In Network Bonus: \$100

Carry Over Limit: \$1500

Individual Deductible: \$0

Family Deductible: \$0

Dependent Coverage - Dependent children are covered under these benefits up until the end of the year that they turn 19.

Procedure	Covered AI	Frequency / Limitations
DIAGNOSTIC		
Oral exam	100%	Twice per calendar year
Bitewing x-rays	100%	One set every 12 months
Complete x-ray series or panoramic film	100%	Once every 60 months
Single x-rays	100%	As required
PREVENTIVE		
Cleaning	100%	Twice per calendar year, more frequent cleanings may be allowed for pregnant women or patients with diabetes or compromised immune systems. Documentation is required.
Fluoride treatment	100%	For children under age 19 once every 12 months. Fluoride varnish once every 12 months for members over age 16 following gingival flap or osseous surgery.
Sealants	100%	For children under age 16, once every 24 months on unrestored permanent bicuspids and molars
Space maintainers	100%	Unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth
RESTORATIVE		
Amalgam (silver) fillings	100%	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
P Crowns over natural teeth, build ups, posts and cores	100%	Replacement limited to once every 84 months
Recementing crowns or bridges	100%	Once every 60 months
ENDODONTICS		
Root canal therapy on permanent teeth	100%	One procedure per tooth per lifetime

Continued on back 

Icons

- P** Pre-treatment Estimate Recommended
- A** Prior Authorization Required
- D** Deductible Applies

Beyond Benefits

When you visit us at deltadentalri.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A Dentist tool to find a dentist in your area

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. In Rhode Island, nine out of 10 dentists participate with us. To find a participating dentist near you, use our Find A Dentist tool at www.deltadentalri.com.

Procedure	Covered At	Frequency / Limitations
PERIODONTICS		
P Root planing and scaling	80%	Once per quadrant every 24 months
P Osseous (bone) surgery	80%	Once per quadrant every 36 months
P Gingivectomies	80%	Once per site every 36 months
P Soft tissue grafts	80%	Once per site every 60 months
P Crown lengthening	80%	Once per site every 60 months
P Guided tissue regeneration and bone replacement graft	80%	Once per site every 24 months
Periodontal maintenance following active therapy	80%	Once every 3 months; if alternating with routine cleanings, there should be 3 months between a cleaning and the next maintenance procedure
PROSTHODONTICS		
P Bridges and crowns over implants	50%	Replacement limited to once every 60 months
P Partial and complete dentures	50%	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	Once per calendar year
Rebasing or relining of partial or complete dentures	100%	Once every 60 months
IMPLANT SERVICES		
P Surgical placement of endosteal implant and abutment	50%	Once per tooth site per lifetime
EXTRACTIONS AND ORAL SURGERY		
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	
ORTHODONTICS		
P Elective braces and related services	50%	For dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.
OTHER SERVICES		
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	

Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Blue Cross & Blue Shield of Rhode Island: HealthMate Coast to Coast

Town of Jamestown - #00000157 – 0001, 0002
 Coverage Period: 07/01/2023 - 06/30/2024
 Coverage for: See below Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers \$250 for an individual plan / \$500 for a family plan. For Out-of-Network providers \$250 for an individual plan / \$500 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs, diagnostic testing, imaging services and outpatient mental health services.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a referral.



- All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	\$15 copay plus 20% coinsurance per visit	None
	Specialist visit	\$25 copay; deductible does not apply per visit	\$25 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	\$25 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; deductible does not apply	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge; deductible does not apply	20% coinsurance	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Caremark.com .	Tier 1 generic drugs	20% Coinsurance (Retail & Mail Order); deductible does not apply	Not Covered	CVS Health administers the Pharmacy benefit. All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty. Infertility drugs: 20% coinsurance; deductible does not apply \$75 maximum charge per Specialty script (except infertility drugs)
	Tier 2 preferred brand name drugs	20% Coinsurance (Retail & Mail Order); deductible does not apply	Not Covered	
	Tier 3 non-preferred brand name drugs	20% Coinsurance (Retail & Mail Order); deductible does not apply	Not Covered	
	Tier 4 specialty prescription drugs	20% Coinsurance (CVS Specialty Pharmacy only); deductible does not apply	Not Covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
If you need immediate medical attention	Emergency room care	\$100 copay; deductible does not apply per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted; Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	\$50 copay; deductible does not apply per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$25 copay; deductible does not apply per urgent care center visit	\$25 copay plus 20% coinsurance per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge; deductible does not apply for outpatient services	\$15 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Notification of admission may be required for certain Out-of-Network services.
	Inpatient services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	\$25 copay; deductible does not apply per visit	\$25 copay plus 20% coinsurance per visit	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private duty nursing: 20% coinsurance; Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; No Charge; deductible does not apply for services to treat autism spectrum disorder; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$25 copay; deductible does not apply per visit	\$25 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|-----------------------|--------------------------|--|
| • Acupuncture | • Dental check-up, child | • Routine foot care unless to treat a systemic condition |
| • Cosmetic surgery | • Glasses, child | • Weight loss programs |
| • Dental care (Adult) | • Long-term care | |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | |
|---------------------|--|----------------------------|
| • Bariatric Surgery | • Infertility treatment | • Private-duty nursing |
| • Chiropractic care | • Most coverage provided outside the United States. Contact Customer Service for more information. | • Routine eye care (Adult) |
| • Hearing aids | | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-639-2227.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*—————

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$250
- **Specialist copayment** \$25
- **Hospital (facility) coinsurance** No Charge
- **Other coinsurance** 20%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$30
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$340

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$250
- **Specialist copayment** \$25
- **Hospital (facility) coinsurance** No Charge
- **Other coinsurance** 20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$170
Coinsurance	\$800
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,240

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$250
- **Specialist copayment** \$25
- **Hospital (facility) coinsurance** No Charge
- **Other coinsurance** 20%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$210
Coinsurance	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$560

The plan would be responsible for the other costs of these EXAMPLE covered services.

Here's an overview of your CVS Caremark benefits.

For questions about your prescription plan or costs, visit Caremark.com or call the number on the back of your card.

	CVS Caremark Retail Pharmacy Network (Up to a 30-day supply)	CVS Caremark Mail Service Pharmacy or CVS Pharmacy (Up to a 90-day supply)
Generic Medicines Always ask your doctor if there's a generic option available. It could save you money.	20% for a generic medicine	20% for a generic medicine
Preferred Brand-Name Medicines If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	20% for a preferred brand-name medicine	20% for a preferred brand-name medicine
Non-Preferred Brand-Name Medicines Drugs that aren't on your plan's preferred list will cost more.	20% for a non-preferred brand-name medicine	20% for a non-preferred brand-name medicine
Refill Limit	None	None
Specialty Medicines	20% (\$75 max)	
Annual Deductible	None	
Maximum Out-of-Pocket	\$6,350 per individual / \$12,700 per family	

Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.

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Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Plan Member Rights and Responsibilities can be found at Caremark.com.
106-46858N 092118

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

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