

Collective Bargaining Agreement

Between

The Town of South Kingstown, RI

And

**Local 489, International Brotherhood of
Police Officers**



July 1, 2022 – June 30, 2025

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Pursuant to the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes concerning the provisions of Chapter 54 of the Public Laws of the State of Rhode Island Wages and Rates of Pay and other Terms and Conditions of Employment of Members of Police Departments," this Agreement is made and entered into this 11th day of January by and between the Town of South Kingstown (hereinafter "Town") and International Brotherhood of Police Officers, Local 489 (hereinafter "IBPO").

PREAMBLE

Pursuant to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, reference to which has previously been made, the Town recognizes that the full-time police officers of the Town have the statutory right to bargain collectively with the Town and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town to regulate, manage and control the Police Department of the Town except as modified by the terms of this contract and except as specifically directed by said Chapter 54 of the Public Laws of Rhode Island, 1963, reference to which has previously been made.

This Agreement is subject to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, wherein the full-time police officers who are subject to its terms shall have no right to engage in any work stoppage, slowdown, or strike.

DEFINITIONS

The Town and Union agree that the following definitions are intended to express the essential nature of terms used throughout this document and may not be comprehensive in all regards.

Call/Order Back

When the Chief of Police or their designee requires a member to perform work after completing a their regularly scheduled work period, but before the employee is next scheduled to work. Special Assignments that are scheduled prior to the end of a member's work shift, and occur immediately before or after a member's normal work shift, shall not be considered call/order back.

Flex Time

An accrual for time off that may be earned by a member when authorized by the Chief of Police and agreed to by the member. One hour of Flex Time shall accrue for each hour worked. This accrual may be used in one (1) hour increments for time off throughout the fiscal year with approval by the Chief of Police or their designee. Flex Time must be used in the fiscal year in which it is earned.

International Brotherhood of Police Officers

International Brotherhood of Police Officers, hereinafter referred to as "IBPO" or "the Union."

Light or Modified Duty

Work related tasks and duties of a less physical, stressful, or challenging nature that the member can perform based on any restrictions enumerated by the member's and/or the Town's treating professional(s). Examples of light or modified duty include, but are not limited to:

1. Clerical or computer duties (data entry);

2. Dispatch duties;
3. Aiding administrative or Detective Bureau in processing and filing of materials and BCI work;
4. Any other work within the restrictions enumerated by the member's and/or the Town's treating professional. To include no contact with the public other than from inside the police dispatch center.

Medical Arbitrator (MA)

An allopathic (MD) physician (modern or mainstream medicine) that is board certified or otherwise qualified medical specialist involving the alleged injury or disease (for physical injuries), psychiatrist or psychologist (for mental injuries), duly licensed to practice in Rhode Island, Connecticut, or Massachusetts that is selected by the Town's and member's treating professional to serve as neutral arbitrator. MA's perform examinations and review relevant medical files to render a determination regarding an injured member's ability to return to work in a full, modified, or light duty capacity in accordance with the procedures set forth in Article XI, Section 7.

Medical Arbitration Procedure (MAP)

A method of dispute resolution for disagreements regarding job related injuries, illnesses, reinjuries, ability to return to light or modified duty, and similar related issues. During a MAP a neutral Medical Arbitrator (MA) is selected by the Town's and Union's medical professional. The MA reviews relevant medical files in order to render a determination regarding an injured member's ability to return to work in a full, modified, or light duty capacity in accordance with relevant contract provisions as outlined in Article XI Section 7.

Member

A sworn officer employed by the South Kingstown Police Department. Members as outlined herein shall include both members of the International Brotherhood of Police Officers Local 489 and those who elect not to pay dues to the union as outlined in Article I, Section 3. For purposes of this agreement all officers are considered members and must abide by the terms of the collective bargaining agreement as outlined herein.

Modified Administrative Schedule (MAS)

A work schedule that follows a seven (7) day cycle with members working for five (5) consecutive days consisting of four (4) days with 8.5 hour shifts (Monday Through Thursday) and one (1) day with an 8 hour shift (Friday) equating to a total of forty-two (42) hours worked in a given week. The five (5) consecutive workdays are followed by two (2) days off before the next five (5) day work shift begins again.

Panama Schedule

A work schedule that follows a fourteen (14) day cycle with members working 12-hour shifts each day. This schedule is also known as a 2-2-3 because members will work two (2) or three (3) consecutive days interspersed with two (2) or three (3) consecutive days off. Members who follow the Panama schedule typically work the same hours each shift, but their workdays and days off will depend on the week. The schedule cycle shall start on a Monday as outlined in Appendix C.

Relevant Medical Files (RMF)

Medical files of a member injured while on duty that may be reviewed by a Medical Arbitrator (MA) during a Medical Arbitration Procedure (MAP) when attempting to review, diagnosis, or determine the causation of a given injury as part of a MAP outlined in Article XI, Section 7. Files are limited to only those generated as part of a member's approved treatment plan while on IOD status. Medical documentation and related files generated while undergoing treatment outside the approved plan shall not be considered relevant and may not be reviewed by an MA or arbitrator.

Sick Leave

Sick leave shall be defined as leave with pay because of a member's inability to perform their regular duties caused by personal illness, physical incapacity, family care, or enforced quarantine as outlined in Article X, Section 2.

Special Assignment

When the Chief of Police, or their designee, temporarily assign a member duties and responsibilities of another position, or requests a member work outside their normal work shift as part of a special task force, grant program or related initiative. Special assignments shall not be considered call/order back when duties are assigned immediately before or after the member's normal work shift.

Special Detail

The assignment of one or more members or constables to perform specific police related duties such as traffic control, crowd management, etc. Work performed may be requested by a third party or by the Town. Details required on behalf of the Town that occur before or after an members normally scheduled work hours are not considered "call back." Special details shall not include work performed by a member that occurs immediately before or after their scheduled shift that is designated as a "Special Assignment" by the Chief of Police.

Town of South Kingstown

The Town of South Kingstown, hereinafter referred to as "The Town."

Treating Professional

An allopathic (MD) physician (for physical injuries), psychiatrist or psychologist (for mental injuries), duly licensed to practice in Rhode Island, Connecticut, or Massachusetts, that is engaged by a member or the Town to evaluate, treat, and render determinations related an injury occurring on or off duty.

ARTICLE I. UNION RECOGNITION AND RIGHTS

ARTICLE I SECTION 1. RECOGNITION

- A. The Town recognizes the IBPO as the exclusive bargaining agent for all members from the rank of patrol person up to but not including the rank of chief, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.
- B. The rights of the Town and members of the police department shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

ARTICLE I SECTION 2. EMPLOYMENT SECURITY

- A. The Town agrees not to discharge or discriminate in any way against any employee of the police department for membership or legitimate activities in the IBPO.

ARTICLE I SECTION 3. UNION SECURITY AND DUES DEDUCTION

- A. All members covered by this Agreement upon hire or after completing Academy, whichever comes second, shall select one of the following options with respect to their IBPO membership:
 1. Become a member of the Union and pay membership dues in an amount determined by the

IBPO;

2. Pay to the IBPO an agency service fee in an amount determined by the IBPO; or
3. Opt to not pay either membership dues or agency service fees.

- B. If the employee chooses option two (2) he/she will not be a member, but shall be entitled to representation from the IBPO, as determined by the IBPO.
- C. If the employee chooses option three (3) he/she will neither be a member nor be entitled to representation from the IBPO.
- D. Elections made under this section shall be in writing and submitted by the employee to the Union and the Town. An employee wishing to change their membership status may do so by providing written notice to the Union and the Town. The change in membership status shall take effect upon receipt of the notice.
- E. The Town shall deduct from the pay of members covered by this Agreement who have elected option one (1) or two (2) above, all required IBPO dues and/or agency service charges, provided that at the time of such deduction there was in the possession of the Town a current, lawful, written authorization for such deduction, executed by the employee, in a form agreed upon by the parties.
- F. The IBPO shall, by its Treasurer, certify in writing the amount of membership dues and agency service charges referred to above, to the Town Manager and all such dues and/or service charges deducted hereunder shall be remitted by the Town to the Treasurer of the IBPO on a monthly basis, no later than the 29th of the month for the previous month's deductions.
- G. The IBPO agrees that it shall give at least thirty (30) days' notice to the Town if the IBPO desires to change the amount of dues and/or service charges.
- H. The IBPO agrees to, and hereby does, indemnify the Town against any award, judgement, loss, or expense arising out of any claims made against the Town by an employee because of such deduction from their wages or because of any other provisions of this Article. The Town is not liable or responsible for the application, use, or misuse of such membership dues and/or agency service charges and the IBPO agrees to hold harmless and indemnify the Town therefrom.
- I. The rights of any employee covered by this bargaining agreement who elects not to pay either Union membership dues or agency service fees (option 3) shall be governed by the provisions of RIGL §28-9.2-18, as amended.

ARTICLE I SECTION 4. TIME OFF FOR BARGAINING

- A. All members covered by this Agreement who are officers of the IBPO or who are appointed by the IBPO as members of said Union's Collective Bargaining Negotiation Committee shall be allowed time off with pay for official IBPO business in negotiations and/or conference with the Town Administration and without the requirement to make up said time. In no event shall more than three (3) members be allowed such time off with pay.
- B. Nothing in the foregoing paragraph shall be construed as limiting said Union's Negotiating Committee to three (3) members, but no more than three (3) members shall be allowed time off with pay.

ARTICLE I SECTION 5. TIME OFF FOR IBPO BUSINESS

No more than two (2) members covered by this Agreement who are members of the Executive Board of the IBPO and are on duty at the time of any meeting shall, with the permission of the Commanding Officer, be allowed time off with pay for all regular monthly meetings of the Executive Board of the IBPO and all regular meetings of the IBPO; such time off shall not exceed four (4) hours per meeting.

Time off under the foregoing provisions shall be with pay and without the requirement to make up said time.

ARTICLE II – MANAGEMENT RIGHTS

ARTICLE II SECTION 1. MANAGEMENT RULES AND REGULATIONS

- A. The Town shall retain the right to issue through the Chief of Police rules and regulations governing the internal conduct of the police department if said rules and regulations do not conflict with the terms and conditions of this Agreement and provided that any changes in the department's rules and regulations from the date of the execution of this Agreement shall be in accordance with the Town Charter.

ARTICLE III – VACANCIES AND PROMOTIONS

ARTICLE III SECTION 1. SENIORITY COMPUTATION

- A. Seniority of members shall be computed according to continuous service in each rank, except for patrol persons, where seniority shall be computed according to continuous service from the date of the original employment by the Town at the start of said employee's training period.
- B. Any member whose employment is interrupted for active service in the Armed Forces of the United States shall have such service considered as part of their continuous service; and provided further that such service shall not be considered as continuous service if such employee re-enlists or continues their military service after the time of their original service period.
- C. In computing seniority, the same shall be based upon the member's length of employment as a member with the Town of South Kingstown. Prior service with the Town in some other department shall not be considered in determining the member's seniority within the police department.
- D. If more than one employee has the same seniority or was promoted on the same day, determination of seniority shall be made by the Chief of Police. Such seniority shall then remain in effect while that member maintains said position or rank.

ARTICLE III SECTION 2. VACANCIES – PATROL OFFICER'S RANKS

- A. The police department shall continue to anticipate and plan for filling vacancies in the rank of patrol officer as now covered by Ordinance and Department Order, to the extent practicable.
- B. Mid-year shift changes shall be made within thirty (30) days following the posting of the vacancy pursuant to Article V, Section 5(E) (Panama/ MAS Schedule) or Article VI, Section 6(G) (4/2 or 5/2 Schedule) of the collective bargaining agreement.

ARTICLE III SECTION 3. VACANCIES – OFFICER’S RANKS

- A. To the extent practicable, the police department shall continue to anticipate and plan for filling vacancies in the officers’ ranks as such ranks are or may be established by Town Ordinance. The Town shall make promotions as soon as reasonable after a vacancy occurs.

ARTICLE III SECTION 4. PROMOTIONS

- A. Prior to the implementation of the Panama/ MAS schedule as outlined in Article V, Section 1, the Chief of Police shall promote two (2) Patrol Officers currently working for the Department to the rank of Sergeant to ensure adequate staffing is maintained for the Panama/ MAS.
- B. If the Panama/MAS is not permanently adopted as outlined in Article V, Section 1 the two (2) Sergeants previously promoted will remain. However, up to two future vacancies at the rank of sergeant will not be filled by the Town unless the Town Manager and the Chief of Police determines that vacancies at the rank of sergeant must be filled for the benefit of the Department.
- C. Upon execution of this agreement position of Deputy Chief position shall become permanent. A member promoted to the Deputy Chief position shall be assigned the rank of Major and be paid in accordance with the salary schedule outlined in Appendix A.
- D. Promotions to the ranks of Sergeant, Lieutenant, Captain, and Major within the police department shall be made on a competitive basis as prescribed by the regulations of the police department.

ARTICLE IV. DUTIES AND DETAILS

ARTICLE IV SECTION 1. DUTIES

- A. The duties of the members of the police department shall be as set forth by State Law, Town Ordinances, and the Department Rules and Regulations, but nothing herein shall be deemed to abrogate the power of the Town Council to vary organizational structure of the police department.

ARTICLE IV SECTION 2. DETAIL TO OTHER DEPARTMENTS

- A. The Town agrees that members of the police department whose duties are as defined in Article IV, Section 1 above, shall be detailed to other departments of the Town for the performance of police duties only.

ARTICLE V. PANAMA WORK SCHEDULE

ARTICLE V SECTION 1. PANAMA/ MODIFIED ADMINISTRATIVE SCHEDULE (MAS) OVERVIEW

- A. The Town and Union agree to implement a Panama and Modified Administrative Schedule (MAS) as outlined in Article V, Section 2, and as defined herein, no later than February 20, 2023, or as otherwise mutually agreed.
- B. The Panama/MAS shall remain in effect for a period of one (1) year from the date of implementation unless

otherwise amended, extended, or permanently adopted through mutual agreement as outlined herein.

- C. Authorized bargaining members from the Town and Union shall meet no later than six (6) months from the date of the implementation of the Panama and modified administrative schedule to:
 - 1. Review the schedule implementation process and identify schedule concerns.
 - 2. Modify and/or adopt the Panama/MAS schedule through execution of a mutually agreeable memorandum.
- D. If the Panama/ MAS is not modified or adopted during the six (6) month review, authorized bargaining members from the Town and Union shall subsequently meet no later than one (1) year from the date of the implementation of the Panama and modified administrative schedule to:
 - 1. Review the schedule implementation process and identify schedule concerns.
 - 2. Modify and/or adopt the Panama/MAS schedule through execution of a mutually agreeable memorandum.
- E. If a mutually agreeable memorandum is not executed between the Town and Union that modifies and or adopts the Panama/MAS by the one (1) year anniversary of schedule implementation then the work schedule will revert to the 4/2 and 5/2 standard work schedule, as outlined in Article VI, and defined herein, no later than forty-five (45) days after the Panama/MAS one (1) year anniversary date.
- F. If the work schedule reverts to a 4/2 and 5/2 standard schedule as outlined in Article VI, all compensation, benefits, and provisions specifically noted as being associated with Panama/ MAS will extinguish.

ARTICLE V SECTION 2. HOURS (PANAMA/ MAS)

- A. Uniformed members of the Department assigned to the Panama schedule shall work a fourteen (14) day cycle starting on a Monday as outlined in Appendix C. All such regularly scheduled shifts hours worked are part of the member's regular pay and thus pensionable.
- B. Members assigned to the Panama Schedule shall work the following shifts/hours:
 - 1. 0700 to 1900 (12 hours) (Day Shift);
 - 2. 1900 to 0700 (12 hours) (Night Shift).
- C. Members assigned to the Panama Schedule shall be afforded up to ½ hour of relief time within their 12-hour shift in addition to a ½ hour meal break. Relief time may be taken in 15-minute intervals as outlined in departmental policy or in the absence of a policy, as stipulated by the shift supervisor. If a duty assignment or work priority requires a member to work through a relief period or meal break, the member shall not be entitled to additional compensation for relief time forfeited during the shift.
- D. Administrative and detective personnel assigned to the MAS shall work the following shifts/hours:
 - 1. 0800 -1630 (8.5 hours) Monday through Thursday;
 - 2. 0800 -1600 (8 hours) Friday;
 - 3. The work week for members (Uniformed and Non-Uniformed) assigned to the MAS shall be five (5) consecutive days (Monday through Friday) followed by two (2) days off (Saturday and

Sunday). All such regularly scheduled shift hours worked are part of the member's regular pay thus pensionable.

E. Canine (K9) officer(s) schedule shall be as follows:

1. 1100 - 2300 (12 hours).

F. The High School Resource Officer (s) schedule shall be as follows:

1. Days During Scheduled School Year:
 - a. 0630 -1500 (8.5 hours) Monday through Thursday;
 - b. 0645 - 1445 (8 hours) Friday.
2. Summer Break (MAS Schedule):
 - a. 0800 - 1630 (8.5 hours) Monday through Thursday;
 - b. 0800 - 1600 (8 hours) Friday.

G. The Middle School Resource Officer (s) schedule shall be as follows:

1. Days During Scheduled School Year:
 - a. 0700 - 1530 (8.5 hours) Monday through Thursday;
 - b. 0700 - 1500 (8 hours) Friday.
2. Summer Break (MAS Schedule):
 - a. 0800 - 1630 (8.5 hours) Monday through Thursday;
 - b. 0800 - 1600 (8 hours) Friday.

H. During school summer break, or when school is not in session, SRO's may be assigned to the Community Resource Officer Administrative Division or other assignment as determined by the Chief of Police.

ARTICLE V SECTION 3. STAFFING AND SHIFTS (PANAMA)

A. There shall be two (2) "squads" in the Uniform Patrol Division consisting of a day shift and a night shift as outlined herein and in Appendix C.

B. Each squad shall consist of the following officers:

1. One (1) Lieutenant;
2. Four (4) Sergeants;
3. Patrol Officers as designated by the Chief of Police.

C. The Chief shall make reasonable effort to staff the day and night shift equally.

D. Shifts for staff in each squad shall be as follows:

1. Lieutenants shall be assigned to day shift;
2. Two (2) Sergeants shall be assigned to the day shift;
3. Two (2) Sergeants shall be assigned to the night shift;
4. Only one (1) Sergeant may be on paid time off per shift;
5. Each shift shall have a minimum of one (1) sergeant.

- E. The Chief of Police shall make reasonable effort to assign an equal number of members between squads and between each shift within a given squad. In the event there is an odd number of members assigned to a shift, the day shift shall be staffed with the higher number of members unless otherwise mutually agreed.
- F. Members who attend a daily training for eight (8) or more hours shall be considered to have fulfilled, and be compensated for, their regular twelve (12) hour shift.

ARTICLE V SECTION 4. MINIMUM MANNING AND TRAINING

- A. There shall be a six (6) officer minimum on the day shifts and a five (5) officer minimum on the night shifts. The OIC shall have the discretion to hold officers over from one shift to another when mission dictates.
- B. The following staff shall count toward the patrol shift minimum staffing as outlined in Item A:
 - 1. Sergeants;
 - 2. Uniformed officers;
 - 3. Canine (K9) officer(s).
- C. The following staff **shall not** count toward the patrol shift minimum staffing provision:
 - 1. Lieutenant's;
 - 2. School Resource Officer's (SRO's);
 - 3. Officers assigned to training;
 - 4. Officers engaged in the Field Training Officer (FTO) program.
- D. Officers assigned to training may be placed on the MAS during the training period as follows:
 - 1. A minimum of seventy-two (72) hours advance notice must be provided of said adjustment unless otherwise mutually agreed upon;
 - 2. The officer shall remain on the MAS on days within the work week that the officer is not in training, until the training period is complete;
 - 3. Assignment to the MAS shall last no longer than the required training period.

ARTICLE V SECTION 5. SQUAD/SHIFT PLACEMENT (PANAMA)

- A. Upon the execution of this agreement, the Town shall post a copy of the official seniority list in the roll call room. This list will be updated on an ongoing basis as staffing levels and/or seniority of staff change.
- B. Seniority shall be determined according to Article III, Section 1.
- C. All members shall have the right to request corrections or changes to the seniority list at any time.
- D. Placement on squads (A or B) and shifts (day or night) for members assigned to the Panama schedule will be made based on an annual bid system by seniority.
- E. All yearly bids shall be binding on the officer for the calendar year, except in those situations where vacancies in shifts or squads arise and require filling. In this situation, the following system shall be instituted:

1. All vacancies shall be printed and posted in common areas for a minimum of five (5) days.
 2. Off-duty officers who may be on extended vacation or absent for any reason shall be notified of the vacancy through e-mail and/or personally contacted by the Chief of Police or their designee.
 3. Officers interested in the vacancy shall provide written confirmation that they would like to be considered for said vacancy to the Chief of Police.
 4. A senior officer whose bid has been accepted may reject the position or benefit at their discretion without explanation. Any such rejection shall not be construed as a waiver of seniority rights in any subsequent situation where seniority would prevail.
- F. Prior to their first anniversary date officers shall be placed on shifts at the discretion of the Chief of Police to assure their proper training.
- G. The Chief of Police shall give at least one (1) week notice prior to changing the shift of a probationary officer. Probationary officers shall be defined as a patrol officer in within their first year of hire.
- H. Should any conflict arise during the bidding process, it shall be resolved based on seniority according to Article III, Section 1.
- I. Nothing in this Agreement shall be construed as to limit, interfere with, or otherwise challenge the management right of the Town through the Public Safety Director and/or the Chief of Police by means of any police department memorandum, standing order, or change in the Police Department Rules and Regulations to transfer any department member from any squad/shift to another squad/shift at the discretion of the Public Safety Director and/or the Chief of Police for any reason, when such transfer is in the best interest and conducive to the harmony, productivity and good order and discipline of the police department.

ARTICLE VI. 4/2 OR 5/2 STANDARD WORK SCHEDULE

ARTICLE VI SECTION 1. SCHEDULE IMPLEMENTATION

- A. All officers will continue to operate on the current 4/2 or 5/2 standard schedule until the Panama/MAS is implemented as outlined in Article V.
- B. If the Panama/ MAS schedule is not formally adopted after one (1) year as prescribed in Article V, Section 1, then the work schedule will revert to the 4/2 and 5/2 standard work schedule as outlined herein no later than forty-five (45) days from the Panama/ MAS one (1) year anniversary date.
- C. If the work schedule reverts to a 4/2 and 5/2 standard schedule the following compensation, benefits, and provisions specifically noted as being associated with Panama/ MAS will extinguish immediately upon implementation of 4/2 and 5/2 standard schedule:
1. The Town will not backfill two (2) Sergeant positions once vacated as outlined in Article III, Section 4;
 2. Compensatory time accruals shall change as outlined in Section VII, Section 3;
 3. Holiday compensation will revert to regular pay for holidays worked plus one additional day of holiday pay as outlined in Article VIII, Section 2(D);
 4. Longevity shall be reduced by 1 percent at all levels as outlined in Article XIII, Section 3;

5. The wellness stipend outlined in Article XII, Section 1 will terminate;
6. Vacation will revert to accrue at a lesser rate as outlined in Article VIII, Section 1;
7. All members shall be assigned to work their normal shift on holidays and be paid and additional pay as outlined in Article VIII, Section 2;
8. The health care buyback shall revert to an annual payment of three thousand dollars (\$3,000) as outlined in Article XV, Section 4.

ARTICLE VI SECTION 2. SCHEDULE HOURS

- A. The regular work schedule for members of the police department covered by this Article on a 4/2 schedule shall consist of four (4) days on and two (2) days off, to be worked in eight (8) continuous hours of duty including a one-half (1/2) hour for lunch on each tour of duty.
- B. Except in emergency situations, the hours of an employee's normal tour of duty shall not be changed without their receiving at least eight (8) hours advance notice. The provision, however, shall not affect the right of the police department to "call back" as provided elsewhere in this Agreement. Failure to give such notice shall not excuse an employee from reporting for duty, but such failure shall be construed as a call back subject to all the provisions of this Agreement dealing with "call back" pay.

ARTICLE VI SECTION 3. SCHEDULE STAFFING AND SHIFTS

- A. During the term of this Agreement, the Police Department shall maintain five (5) permanent shifts covering each 24-hour period as follows:
 1. First Shift 0700-1500 Hours
 2. Second Shift 1500-2300 Hours
 3. Third Shift 2300-0700 Hours
 4. Fourth Shift 1100-1900 Hours
 5. Fifth Shift 1900-0300 Hours
- B. The fourth shift will be under the direction of the first shift OIC until shift change at 1500 hours, at which time fourth shift will be under the direction of the second shift OIC.
- C. The fifth shift will be under the direction of the second shift OIC until shift change at 2300 hours, at which time fifth shift will be under the direction of the third shift OIC.

ARTICLE VI SECTION 4. MINIMUM MANNING

- A. Minimum staffing levels per shift shall be as follows:
 1. 1st and 3rd shifts to include one (1) Lt. and eight (8) Patrol slots consisting of either Sgt. or Patrol Officer rank;
 2. 2nd shift to include one (1) Lt. and nine (9) Patrol slots consisting of either Sgt. or Patrol Officer rank;
 3. If manned, 4th or 5th shift to include two (2) Patrol Officers;
 4. Movement of personnel from or to the fourth or fifth shift shall require a minimum one (1) month notice. A vacancy on the fourth or fifth shift shall be deemed to have occurred only when an officer has bid off the shift;

5. Should the fourth shift not be manned, personnel will be assigned to first shift duty;
 6. Should the fifth shift not be manned, personnel will be assigned to the second shift;
 7. A five (5) person minimum staff per shift for all shifts Sunday at 0700 hours through Thursday shift ending at 1500 hours;
 8. A six (6) person minimum staff per shift for all shifts between Thursday at 1500 hours through shift ending Sunday at 0700 hours;
 9. On Memorial Day weekend and during the period between June 15th and Labor Day, there shall be a six (6) person minimum staffing for first and second shift on all Sundays and holidays. For the purpose of this section, holidays are defined as Memorial Day, July 4th, the 2nd Monday in August, and Labor Day.
- B. Staffing of the five (5) permanent shifts shall be determined by an annual bid system in accordance with Article VI, Section 6.
 - C. Officers-in-Training shall not be included in the minimum staffing determination during their Field Training Officer (FTO) program.
 - D. The Police Chief shall determine the hours of the regular work schedule (5/2 to 4/2) for each position within the Detective Division and for the Administrative Assistant to the Police Chief in accordance with Article VI, Section 6.

ARTICLE VI SECTION 5. 5/2 SCHEDULE DIFFERENTIAL

- A. Officers permanently assigned to a 5/2 schedule shall receive ten (10) days additional pay (equivalent to eighty [80] hours) and seven (7) additional days of paid leave time off (equivalent to fifty-six [56] hours) annually.
- B. Payments for the additional ten (10) days shall be paid in the first pay period in December. Officers assigned to a 5/2 schedule after July 1st shall receive compensation on a prorated basis. Officers assigned to a 5/2 schedule after the first pay period in December shall receive said compensation in the second pay period following permanent assignment. In the event an officer shall terminate their employment or accept reassignment to a 4/2 schedule prior to June 30th, then the officer shall be responsible to reimburse the Town the prorated portion. The failure to reimburse the Town for the prorated portion may result in discipline.
- C. Paid leave time shall be credited on July 1st in the amount of seven (7) days. Said leave time is subject to the same conditions as the ten (10) days additional pay, presented in Paragraph A above. Said additional leave days must be used by June 30th annually.

ARTICLE VI SECTION 6. SHIFT PLACEMENT (5/2 and 4/2 SCHEDULE)

- A. Placement on shifts for the 5/2 and 4/2 schedule shall be made on the basis of a yearly bid system, by seniority. This bid system shall be instituted in June of each year for the upcoming contract year.
- B. Upon the execution of this Agreement, and yearly thereafter, thirty (30) days prior to June 1st, the Town shall post a copy of the official seniority list in the roll call room.
- C. All members shall have thirty (30) days to request corrections or changes in the list as posted, otherwise at the conclusion of the thirty (30) day period the seniority list shall become the official list for the ensuing year.

- D. Seniority shall be determined according to Article III, Section 1.
- E. Prior to their first anniversary date officers shall be placed on shifts at the discretion of the Chief of Police to assure their proper training. At the end of this one-year period, such officers shall be placed on shifts according to the bid system that is in effect. The Chief will give at least one (1) week notice prior to changing the shift of a probationary officer. Probationary officers shall be defined as a patrol officer within their first year of hire.
- F. Should any conflict arise during the bidding process, it shall be resolved based on seniority according to Article III, Section 1.
- G. All yearly bids shall be binding on the officer for the contract year, except in those situations where vacancies in other shifts arise and require filling. In this situation, the following system shall be instituted:
 - 1. All vacancies shall be posted for four (4) days.
 - 2. Off-duty officers who may be on extended vacation or absent for any reason shall be notified of the vacancy through e-mail and/or personally contacted by the Chief of Police or their designee.
 - 3. Officers interested in the vacancy shall provide written confirmation that they would like to be considered for said vacancy to the Chief of Police.
 - 4. A senior officer whose bid has been accepted may reject the position or benefit at their discretion without explanation. Any such rejection shall not be construed as a waiver of seniority rights in any subsequent situation where seniority would prevail.
- H. Nothing in this Agreement shall be construed as to limit, interfere with, or otherwise challenge the management right of the Town through the Public Safety Director and/or the Chief of Police by means of any police department memorandum, standing order, or change in the Police Department Rules and Regulations to transfer any department member from any shift to another shift at the discretion of the Public Safety Director and/or the Chief of Police for any reason, when such transfer is in the best interest and conducive to the harmony, productivity and good order and discipline of the police department.

ARTICLE VII. GENERAL WORK SCHEDULE & SHIFT PROVISIONS (ALL SCHEDULES)

ARTICLE VII SECTION 1. OVERTIME

- A. All members covered by this Agreement who are required to perform police duties (except time spent in collective bargaining and voluntary search and rescue missions) more than their normal work schedule, as agreed to by the parties, shall be paid at the overtime rate of one and a half (1 ½) their regular hourly rate of pay as outlined in Article XIII, Section 2 or may opt to receive compensatory leave at the overtime rate.
- B. For each hour or part of an hour worked, overtime or compensatory time shall be earned in fifteen (15) minute increments.
- C. All school trained Field Training Officers (FTOs) shall be compensated with a seventy-five-dollar (\$75.00) stipend for every shift worked in the capacity of an FTO teaching, assisting, and counseling a department designated Officer in Training. Only one (1) FTO shall be assigned per Officer in Training, per shift.
- D. All members on leave who are required to attend mandated training shall be compensated a minimum of four (4) hours at the overtime rate of time and one half (1 ½). If said training exceeds four (4) hours, overtime shall

be earned in fifteen (15) minute increments.

- E. The IBPO recognizes the value and benefit as well as the cost of elective training for members. The IBPO further recognizes the need for all members to participate in voluntary, sanctioned departmental training including seminars and other professional development.
- F. Officers will receive compensatory time in lieu of pay on a straight time, hour for hour basis, rounded to the next fifteen (15) minute increment, when participating in elective training sanctioned by the Chief. Straight compensatory leave pay shall also apply to honor guard service.
- G. Within the patrol division, no more than two (2) officers will be allowed paid time off at any given time unless approved by the Chief of Police. K-9 Officers and SGT's shall not compete with other Patrol members for time off.
- H. The Chief may tentatively approve additional officers PTO, but approval for these officers may be revoked up to 48 hours prior to the originally scheduled shift, in the event the approval will create staffing below the shift minimum.
- I. Officers may mutually swap between shifts with prior approval of the squad lieutenant or other designated supervisor.
- J. Officers who work more than sixteen (16) hours consecutively, shall be paid double (2X) their normal rate of salary for the seventeenth (17th) and each additional hour worked.

ARTICLE VII SECTION 2. CALL BACK/ORDER BACK

- A. Call/Order Backs for vacant shifts shall be dependent on minimum staffing standards, or determined by the Chief of Police, as needed.
- B. A Call/Order Back list shall be maintained consisting of all members and shall be initiated by reverse seniority as follows:
 - 1. The Detail Tracking System (DTS) shall be utilized first to fill all vacancies and the Call /Order Back list shall be initiated if a vacancy remains unfilled;
 - 2. Detectives and AROs who are assigned on standby shall be rotated on the Call/Order Back list each time they are called back during their on call/standby rotation;
 - 3. Members who work an overtime shift of four (4) hours or more on Patrol or other Call/ Order Back duty shall be rotated on the Call/Order back list to include those members who are held on Patrol for an overtime vacancy;
 - 4. Substitutions for the Call/Order Back list shall be authorized and the member who works the shift in substitution shall be rotated on the Call/Order Back list. The substituted member shall not be rotated on the Call/Order Back list;
 - 5. No member shall be assigned to the Call/Order Back list who is detached from the department to another agency.
- C. The Order Back list shall be posted for all members to view, and officers ordered back will be required to work the shift or make arrangements for a mutual swap.

- D. Members who are called/ordered back shall be compensated for at least four (4) hours at the overtime rate of one and a half times (1.5X) the member's normal rate of pay as outlined in Article XIII, Section 2. If said call back exceeds four (4) hours, overtime shall be earned in fifteen (15) minute increments.

ARTICLE VII SECTION 3. COMPENSATORY TIME

- A. Members covered by this agreement may accumulate earned and unused Compensatory Time (Comp Time) each fiscal year as follows:

ASSIGNED SCHEDULE	MAX. ANNUAL ACCUMULATION PER FISCAL YEAR
Panama	240 hours
Modified Admin. (MAS)	168 hours
4/2 and 5/2	160 hours

- B. All comp time not used by June 30th of each year shall be paid out in the first pay period of the new fiscal year.
- C. Any employee covered by this Agreement who leaves the employ of the Town shall be fully compensated for any unused comp time.
- D. Comp time payout shall be at employee's hourly rate of pay at the time the comp time is earned, which is defined as the employee's annual salary, including longevity, divided by two thousand eighty (2,080) for members on a 5/2 or 4/2 standard schedule, or divided by two thousand one hundred eighty-four (2,184) for members on a Panama/MAS schedule.
- E. Compensatory time taken shall not create overtime.

ARTICLE VII SECTION 4. SPECIAL ASSIGNMENTS

- A. The Chief of Police may create special assignments, as defined herein, and staff assignments with interested members within the Department.
- B. No temporary/special assignment shall exceed 365 days unless approved by the Chief of Police.
- C. At the completion of a temporary/special assignment, the officer shall return to their original Squad.
- D. Special Assignments that occur immediately before or after a member's normal shift assignment shall not be considered call/order back and shall be compensated at a rate of one and a half times (1.5X) the members normal rate of pay for hours worked in accordance with Article XIII, Section 2.
- E. Special assignments that meet the definition as a call/order back shall be compensated in accordance with Article VII, Section 2.

ARTICLE VII SECTION 5. FLEX TIME

- A. The Deputy Chief may earn Flex Time, as defined herein, for hours worked outside of their normal assigned schedule when mutually agreed between the Deputy Chief and the Chief of Police.

ARTICLE VII SECTION 6. SUBSTITUTIONS

- A. It is agreed that any employee covered by this Agreement who wishes to change their days off may either ask their superior in charge to change their days off, or he/she shall have the right to substitute with an employee of equal rank on their relief with the permission of their commanding officer, provided that a notice of not less than twenty-four (24) hours is given to the commanding officer.
- B. All members covered by this Agreement assigned to the Panama schedule shall be permitted to substitute with members of equal rank on their squad concerning vacations; provided that the employee seeking a substitution secures the permission of the Chief of the Department, or their designee, at least one (1) week in advance of said substitution.

ARTICLE VII SECTION 7. OIC FILL-INS

- A. When a shift supervisor takes time off, the slot will not be filled by another supervisor unless there is no supervisor scheduled to work on the shift where the vacancy occurs.
- B. Whenever a senior patrol person is assigned as a temporary officer in charge, either on a full or partial shift, or as short term or long-term assignment, he/she will be paid at a sergeant's rate of pay for the duration of the assignment. If the sergeant's rate of pay is lower than the senior officer's current rate of pay, then the officer shall be paid at the lieutenant's rate of pay for that shift.

ARTICLE VIII – VACATION, HOLIDAYS, AND MILITARY DAYS

ARTICLE VIII SECTION 1. VACATIONS

- A. Officers on the Panama schedule as outlined in Article V shall accrue vacation leave in accordance with the following schedule:

Years of Service*	Accrual Rate Per Pay Period	Annual Accumulation (hours)	Annual Accumulation (Days)
0 to 4 years	6.0000 hrs	156 hours	13 Days
5 to 9 years	7.3846 hrs	192 hours	16 Days
10 to 14 years	9.6923 hrs	252 hours	21 Days
15 years or more	11.5384 hrs	300 hours	25 Days

- B. Officers on the MAS as outlined in Article V shall accrue vacation leave in accordance with the following schedule:

Years of Service*	Accrual Rate Per Pay Period	Annual Accumulation (hours)	Annual Accumulation (Days)
0 to 4 years	4.1923 hrs	109 hours	13 Days
5 to 9 years	5.1538 hrs	134 hours	16 Days
10 to 14 years	6.7692 hrs	176 hours	21 Days
15 years or more	8.0769 hrs	210 hours	25 Days

- C. If the 4/2 and 5/2 standard schedule as outlined in Article VI is in effect vacation leave shall be accrued and used by officers in accordance with the following schedule:

Years of Service*	Accrual Rate Per Pay Period	Annual Accumulation (hours)	Annual Accumulation (Days)
0 to 4 years	4.0000 hrs	104 hours	13 Days
5 to 9 years	4.9230 hrs	128 hours	16 Days
10 to 14 years	6.4615 hrs	168 hours	21 Days
15 years or more	7.6923 hrs	200 hours	25 Days

- D. One (1) day of vacation time taken shall be equivalent to a member's normal work shift as follows:
1. 4/2 or 5/2 schedule - Eight (8) hours per day taken;
 2. Panama schedule - Twelve (12) hours per day taken;
 3. MAS – 8.5 hours on a Monday through Thursday or 8 hours on a Friday.
- E. The anniversary date of appointment shall be used to determine years of service for all members with more than five (5) years of service; for members with less than five (5) years of service, years of service shall be determined based on the number of full years served as of July 1.
- F. Any employee who completes their one (1) year probationary period, and subsequently leaves the employ of the Town, having to their credit unused vacation leave shall be compensated for unused vacation accruals at their hourly rate of pay, being defined as the employee's current annual salary, including longevity, divided by:
1. Two thousand eighty (2,080) for all time earned while the 4/2 and 5/2 standard schedule is/was in effect;
 2. Two thousand one hundred eighty-four (2,184) for all time earned while the Panama/ MAS schedule is/was in effect.
- G. Vacation leave shall be granted as outlined herein. Members will be encouraged to take their full vacation time during the contract year in which it is accumulated.
- H. In the event an employee has not used their full accumulated vacation leave, any unused portion shall be carried forward; provided, however, that said accumulation shall not exceed thirty (30) working days.
- I. In any instance where an accumulation of unused vacation leave would exceed thirty (30) working days, and the member has taken at least sixteen (16) vacation days during the contract year, such employee will be paid for the accumulated days in excess of thirty (30) at their daily rate of pay in the second paycheck of July following the end of the contract year. Daily rate of pay is to be the daily rate applicable in the contract year immediately preceding the date of payment.
- J. If an employee has not taken at least sixteen (16) days of vacation, the accumulated days more than thirty (30) shall be converted to sick leave.
- K. No vacation leave shall be granted for a period exceeding twenty (20) consecutive full working days at any one time without the consent of the Chief of Police. The scheduling of such vacation does not conflict with the needs of the police department.

- L. Vacation leaves may be scheduled and taken at any time during the entire calendar year with permission of the Chief of Police or his/her designee.

ARTICLE VIII SECTION 2. PAID HOLIDAYS

- A. The following holidays shall be paid holidays for all members covered by this agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day After Thanksgiving
2 nd Monday in August	Christmas Day

- B. Any declared National or State Holiday for unusual events given to all other members of the Town.

- C. If the Panama/MAS schedule is in effect the following shall apply:

1. Members assigned to the Panama schedule (Including K-9) who work on the day a holiday occurs (not observed) shall receive one and a half times (1.5X) their normal rate of pay for all hours worked within the twenty-four (24) hour holiday period. In addition, the member shall receive 8.4 hours of holiday pay.
2. Members assigned to the Panama schedule who do not work within the twenty-four (24) hour holiday period shall receive 8.4 hours of holiday pay in addition to their regular (straight time) pay.
3. Members assigned to the MAS schedule, including detectives, shall have holidays off on the day observed by the Town and receive holiday pay (8.5 hours on for holidays observed Monday through Thursday or 8 hours for holidays observed on a Friday) in addition to their regular (straight time) pay.
4. If the Chief of Police approves a member on the MAS schedule to work on a holiday, that member shall receive one and a half times (1.5X) their normal rate of pay for all hours worked within the twenty-four (24) hour holiday period. In addition, the member shall receive an additional day of holiday pay (8 hours on Monday through Thursday or 8.5 hours on Friday).
5. All holiday pay shall be compensated as outlined in Item E.

- D. If the 4/2 or 5/2 schedule is in effect the following shall apply:

1. All members assigned to a 4/2 or 5/2 schedule shall work their normal scheduled shift at their regular (straight time) rate of pay. In addition, members may either take an additional day off for any of the foregoing named holidays, whether worked or not, or be compensated for the day at their normal rate of pay as outlined in Item E.
2. Between June 1st and June 15th of each year (enrollment period) members must elect between an additional day off or an additional day of compensation, as outlined above, for the upcoming fiscal year.
3. No member shall be entitled to elect time off for some days and pay for others. Once the enrollment period ends the member's election shall not be changed until the next enrollment period.

- E. Holiday compensation shall be paid in each member's paycheck following the payroll period in which the holiday falls.

ARTICLE VIII SECTION 3. MILITARY DAYS

- A. Members currently serving in the Army/Air National Guard, Army Reserves, Air Force Reserves, Navy Reserves, Marine Reserves, and Coast Guard Reserves shall be granted up to twenty (20) days off with pay, per calendar year, in order to attend required military duty. These days shall be identified as Military Days. Military Days shall be utilized when an employee covered by this Agreement is required to be absent from a scheduled workday to attend said military duty. Members shall provide a copy of their military orders or similar documentation to support the use of military days.

ARTICLE IX – ALLOWANCES AND EXPENSES

ARTICLE IX SECTION 1. CLOTHING ALLOWANCE

- A. All members shall receive a complete initial issue and receive full replacement of all uniforms and equipment, including: footwear, overshoes, insulated boots and gloves; based on need, with the approval of the Chief of the Department or their representative.
- B. All members in the Detective Division, and all members authorized by the Police Chief to wear civilian business attire "plain clothes" for their normal duty assignment, shall receive a clothing allowance of One Thousand Dollars (\$1,000) per contract year. The Town will continue to provide the same clothing allowance to the existing Administrative Captain and Prosecution Officer if they remain in their current position.
- C. Payment of the clothing allowance shall be paid in the first pay period in December. Members assigned to eligible positions after July 1st shall receive the allowance on a prorated basis. Members assigned to eligible positions after the first pay period in December shall receive said allowance in the second pay period following permanent assignment.
- D. In the event a member terminates their employment or accepts a position ineligible for the allowance prior to June 30th, then the officer shall be responsible to reimburse the Town the prorated portion.
- E. A member who is permanently transferred mid-year to a civilian business attire "plain clothes" assignment will receive a clothing allowance on a prorated basis.
- F. In the case of a temporary "plain clothes" assignment lasting in duration for at least six (6) consecutive months, the Police Chief shall have the discretion to grant the employee with a clothing allowance in accordance with the same provisions of a mid-year permanent transfer on a prorated basis.

ARTICLE IX SECTION 2. CLEANING EXPENSES

- A. The Town will provide cleaning for all members based on the following schedule for departmental issued clothing:
 - 1. Five (5) shirts per week
 - 2. One (1) pair trousers per week

3. One (1) blouse per week for sixteen (16) weeks
4. One (1) reefer with liner every two (2) weeks for eight (8) weeks
5. One (1) blue jacket sixteen (16) times per year

3. The Town will provide cleaning for all members required to wear civilian clothing in the performance of their duty based on the following schedule:

1. Five (5) shirts per week
2. One (1) pair trousers per week
3. One (1) suit jacket or sport coat per week
4. One (1) overcoat, top-coat, or raincoat once a month for five (5) months

ARTICLE IX SECTION 3. WEAPONS QUALIFICATIONS

C. The Town shall provide for all members of the department to qualify with their weapons every six (6) months.

ARTICLE X – SICK AND MEDICAL LEAVE

ARTICLE X SECTION 1. SICK LEAVE

A. Sick leave shall be earned as follows:

Schedule	Accrual Rate Per Pay Period	Annual Accumulation (hours)
Panama	5.1538 hrs	134 hours
MAS	5.1538 hrs	134 hours
4/2 or 5/2	4.6153 hrs	120 hours

- B. All members shall be allowed to accumulate unused sick leave time up to a maximum of sixteen hundred (1,600) hours. The Town agrees to buy back any unused sick days over the accumulated sixteen hundred (1,600) hours that an employee has on the books on June 30th of the fiscal year. Payment shall be made at the rate of seventy-five (75) percent of the employee's daily rate of pay as of June 30th and shall be paid in a lump sum no later than the second pay day thereafter.
- C. Sick leave must be used in one-half (½) day increments. However, in instances where a member requires the use of sick leave after working a part of a regular shift, he/she shall be charged in minimum one (1) hour increments for actual hours used. The OIC shall have discretion to fill for the vacancy. If the vacancy created is less than four (4) hours, any officer called voluntarily to duty shall be paid only for actual hours worked.

ARTICLE X SECTION 2. REASONS FOR SICK, BEREAVEMENT, AND PERSONAL LEAVE

A. Sick leave, as defined herein, shall be granted for the following defined reasons:

1. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of their present position;
2. Enforced quarantine when established and declared by the Department of Health and other competent authority for the period of such quarantine only;

3. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee, provided that no more than seven (7) working days, with pay, shall be granted to the employee for this purpose in any one (1) quarter nor more than fifteen (15) working days in any one (1) fiscal year.

B. The following leaves shall be granted, but shall not be deducted from sick leave:

1. Bereavement Leave:

- a. Death of a mother, father, spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, other member of the immediate household, or any other immediate family member as approved by the Chief of Police;
- b. Leave shall not extend more than one (1) day beyond the date of burial of said deceased person;
- c. In the case of members of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

2. Personal Leave:

- a. Each employee shall be entitled during each contract year to have off two (2) working days for personal purposes without any need of explanation on their part if he/she has notified the Chief of the Police Department at least twenty-four (24) hours in advance of the commencement of this time off;
- b. Personal leave shall be granted in four (4) hour increments;
- c. Any employee who leaves the employ of the Town having to their credit unused personal leave shall be compensated for unused accruals at the then current hourly rate of pay, being defined as the employee's annual salary, including longevity, divided by divided by two thousand eighty (2,080) when members are working on a 5/2 or 4/2 standard schedule, or divided by two thousand one hundred eighty-four (2,184) when members are working the Panama/MAS schedule;
- d. The foregoing shall not apply to any employee who leaves the employ of the Town during their first year of employment.

ARTICLE X SECTION 3. VERIFICATION OF SICK LEAVE

- A. The Chief of Police or their designee may require a physician's note or other proof of illness if there is an established pattern of abuse and the member has been notified of such abuse.
- B. A certificate or other satisfactory evidence from an officer's Treating Professional in support of any request for sick leave is required for any absence of five (5) or more consecutive days.

ARTICLE X SECTION 4. PREGNANCY DISABILITY

- A. An member physically disabled from performing her normal job responsibilities because of pregnancy shall be treated as though they were physically disabled from performing their normal job responsibilities due to other personal illness or physical incapacity, including the right to leave without pay after the exhaustion of sick leave if still disabled without loss of seniority. The member may request a light/ modified duty assignment provided medical documentation is provided as outlined in Article XI, Section 8(D).

ARTICLE X SECTION 5. SICK LEAVE ACCRUAL PAYMENT UPON RETIREMENT

- A. At the time of an employee's retirement from the South Kingstown Police Department, they shall be entitled to receive in a lump sum, seventy-five percent (75%) of their accrued unused sick leave.
- B. Any employee forced to retire due to permanent disability, health reasons or other honorable reasons, shall be entitled to receive in a lump sum one hundred percent (100%) of their accrued unused sick leave.
- C. In determining the amount to be paid, the number of unused accumulative days of sick leave shall be multiplied by the employee's current hourly rate of pay, which shall be defined as the employee's annual salary, including longevity, divided by two thousand eighty (2,080) for sick leave earned while on a 5/2 or 4/2 standard schedule and/or divided by two thousand one hundred eighty four (2,184) for sick leave earned while working on the Panama/MAS schedule.

ARTICLE X SECTION 6. SICK LEAVE DONATIONS/ SICK BANK - MEMBER IN NEED

- A. Any member who is in need that has not previously abused their sick leave, and has exhausted all paid leave, may be eligible to receive donated sick leave from fellow officers or the "sick bank" as outlined herein.
- B. Active members of the Department may donate a portion of their accrued sick leave to a member in need through the following process:
 - 1. The member in need must notify the IBPO leadership that they are seeking donated sick leave from current membership;
 - 2. The IBPO shall appoint a two (2) person committee to collectively assist and aid the Town Manager in making decisions regarding the use of donated sick leave, provided that the Town Manager's decision shall be final;
 - 3. If a request for donated sick leave is approved by the Town Manager, the Personnel Administrator shall deduct sick leave from donors on a weekly basis to cover the time taken by the employee in need. Sick leave will be deducted on an ongoing basis to avoid unnecessarily depleting sick leave of the donors;
 - 4. Once the member in need returns to work the Personnel Administrator will cease deductions of sick leave from all donors.
- C. Members in need may also request additional sick leave from a "sick bank" which may be established and used as follows:
 - 1. Members who retire from the department may elect to donate all or a portion of their unused sick leave to the sick bank in lieu of accrual payout for the portion donated;
 - 2. Members who leave prior to retirement from the department may donate twenty-five percent (25%) of their unused sick leave to the sick bank;
 - 3. No more than three-hundred and sixty (360) hours of sick leave may be carried in the sick bank at any time;
 - 4. The sick bank shall not be eligible for any payout and shall be used specifically for the purpose of helping qualifying members in need when requested;
 - 5. The IBPO shall appoint a two (2) person committee to collectively assist and aid the Town Manager in making decisions regarding the use of sick bank leave, provided that the Town Manager's decision shall be final;
 - 6. If a request for donated sick leave is approved by the Town Manager, the Personnel Administrator shall deduct sick leave from the sick bank on a weekly basis to cover the time

taken by the employee in need;

7. Use of sick leave bank time shall cease when:

- a. The amount of sick bank use granted by the Town Manager has been reached;
- b. The member returns to active duty;
- c. Upon formal request by the IBPO, at the discretion of the Town Manager.

D. Each break in service of a member in need will be considered a separate leave of absence and is subject to approvals under this article in order to resume or continue sick leave donations.

ARTICLE X SECTION 7. SICK LEAVE INCENTIVE

A. Members who do not discharge any sick leave during the previous calendar quarter shall receive one-half (½) day of administrative leave (no cash value). Calendar quarters are defined as July 1st through September 30th, October 1st through December 31st, January 1st through March 31st, and April 1st through June 30th of each year. Leave will be credited to the employee's accrual record the second pay period of the month following the end of the calendar quarter.

ARTICLE X SECTION 8. FAMILY MEDICAL LEAVE ACT

A. The parties recognize that members and the Town have rights as provided by federal and state FMLA laws, as they may be amended from time to time. If an employee is granted a leave as set forth in this article where FMLA applies, FMLA leave shall run concurrently with said leave.

ARTICLE XI - INJURIES

ARTICLE XI SECTION 1. INJURIES OR ILLNESS (LINE OF DUTY)

- A. Members of the Department who are injured or who contract illness in the line of duty shall receive such benefits as are provided in Section 45-19-1 of the Rhode Island General Laws, 1956 as amended, until the member has recovered, is placed on disability pension in accordance with this Agreement, or as otherwise provided by law.
- B. The Town shall be subrogated to the rights of the employee to recover damages pursuant to Section 45-19- 1.1 of the Rhode Island General Laws, 1956 as amended.

ARTICLE XI SECTION 2. MEDICAL CARE FOR INJURIES ON DUTY

- A. Members injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own treating professional, as defined herein. If the member's condition prevents them from making a choice, the member's nearest relative shall make the choice for them.
- B. In other cases involving injuries in the line of duty which do not require hospitalization, the injured individual shall have the right to be treated by a treating professional of their own choice.
- C. The Town agrees to pay all expenses for inoculation or immunization shots for members of an employee's family residing in their household when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee had been exposed to said disease in the line of duty.

ARTICLE XI SECTION 3. EVALUATING AND REPORTING INJURIES

- A. In order for a member to be carried IOD he/she must report an injury related incident within seventy-two (72) hours to their commanding officer on departmental approved forms.
- B. In order to be continued on IOD status it shall be the responsibility of the injured member to notify their treating professional that documentation is required that addresses the following: diagnosis; whether it is a job related injury; prognosis; notes on the officer's rehabilitation; what, if any, assignments can be safely performed by the officer; whether the officer is able to perform light or modified duty; and length of time before the officer can return to unrestricted police activities. The Town shall provide standard forms that the member can provide to their treating professional to ensure adequate information is provided relating to the injury and prognosis for return to full, light, or modified duty.
- C. If a treating professional indicates that the injured member must be relieved of duty, their statement/report must indicate the length of time for which the member is so relieved. Statements or reports that simply indicate that a police officer will be out of work for a period, and do not also provide a diagnosis, will not be accepted.
- D. A member on IOD status shall be prohibited from engaging in outside employment while said incapacity exists subject to approval of the Chief of Police.

ARTICLE XI SECTION 4. PROCEDURES FOR REINJURY

- A. When a member has suffered a previous service-connected injury and an occasion arises when the injury reoccurs in any nature, he/she shall be entitled to the immediate examination of a treating professional of his/her choice to attend to the original injury at the Town's expense.
- B. If the attending treating professional determines that the member is suffering from a recurrence of a previous on-the-job injury, the employee shall be entitled to IOD benefits as outlined in Section 45-19- 1 of the Rhode Island General Laws, 1956 as amended, until the member has recovered, is placed on disability pension in accordance with this Agreement, or as otherwise provided by law.
- C. If a member's treating professional determines that the member is suffering from a recurrence of a previous on-the-job injury the Town may require the member to submit to an examination in accordance with Article XI Section 6.
- D. If the Town's treating professional differs from the officer's treating professional as to whether the injury in question is a recurrence of a previous on-the-job injury, or as to whether the member is able to return to work in any capacity, the Town or member may initiate medical arbitration procedures (MAP) as outlined in Article XI, Section 7.

ARTICLE XI SECTION 5. RETURN TO DUTY AND IOD BENEFIT EXTENSION PROCEDURES

- A. At the conclusion of the specified period of initial excused absence, the member is expected to resume regularly scheduled duties. If the member intends to remain in IOD status beyond the initial period, an additional statement from a treating professional as outlined in Article XI, Section 3 is required for the officer

to remain on IOD status.

- B. In the event the member remains out of work beyond the initial period without submitting another medical note substantiating the reason for continued absence, the member shall be taken off IOD status and will be carried on sick leave or any other accrued time (i.e., vacation time, compensatory time, personal days) the officer chooses.
- C. In the event the additional medical documentation is received within fifteen (15) calendar days of the officer's last day of medically excused absence that supports the officer's IOD claim and meets all other criteria necessary to warrant placement on IOD status, all department records shall be amended to note that the officer was IOD in lieu of accrued time. If, however, the additional supporting documentation is not received within fifteen (15) calendar days of the officer's last day of medically excused absence, then the member shall not be reimbursed for those calendar days where he/she was not excused. Once the additional medical documentation is received substantiating the officer's IOD claim, the member will be returned to IOD status.
- D. Any employee covered by this Agreement receiving injured on duty pay pursuant to RIGL § 45-19-1 shall, within eighteen (18) months of the date of injury, or within sixty (60) days from the date on which the Treating Professional certifies the member has reached maximum medical improvement, either return to duty or make application to the Rhode Island State Retirement Board for an accidental disability retirement pursuant to RIGL § 45-19-1(J).

ARTICLE XI SECTION 6. TOWN EXAMINATION

- A. The Town may require that a member who reports or seeks any form of compensation for an alleged work-related illness, injury, or reinjury submit to an examination or re-examination by a treating professional its choice to determine the causation of alleged illness, injury, or recurrence thereof, functional capacity, functional impairment, fitness for duty, fitness for light or modified duty, or fitness for resumed duty. The Town shall pay all expenses associated with the examination by their treating professional.
- B. The member claiming IOD status shall make reasonable attempt to be available for the Town's medical examination during the treating professional's normal business hours, regardless of whether the appointment coincides with the member's normal tour of duty. If the member has a conflict with the appointment, they shall immediately notify the Town of the conflict and provide alternative availability to attend a future appointment.
- C. If the member's normal tour of duty coincides with the treating professional's normal business hours, the member shall be placed on paid leave for any amount of time he/she is absent from their tour of duty.
- D. Any fee charged by the Town's treating professional due to a member's failure to keep an appointment, except in the case of a documented emergency or other reasonable cause, shall be the sole responsibility of the member. Failure of the officer to pay the fee may result in disciplinary action.

ARTICLE XI SECTION 7. MEDICAL ARBITRATION PROCEDURE (MAP)

- A. In the event of a dispute as to the nature, extent or causation of an injury or illness, or recurrence thereof, the Town or Union may file an official request for a Medical Arbitration Procedure (MAP). Requests for a MAP shall be made on a form approved by the Town and Union within ten (10) business days of the disputed decision or related item (i.e., return to work notice, etc.).

- B. The MAP shall be as prescribed below, during which time the member will remain on IOD until a decision is rendered by a Medical Arbitrator (MA):
1. The Town and member's treating professional shall submit recommendations for an MA within five (5) days of filing the MAP request. As an alternative the Union may agree to have the Town provide the name(s) of prospective MA's for review by both parties.
 2. The Town and Officer's treating professional shall work diligently to review the list of proposed MA's and come to mutual agreement on an MA to conduct the MAP.
 3. In the event the Town and Officer's treating professional cannot reach agreement on an MA to conduct the MAP within fifteen (15) days of the MAP request, the Town and Union shall each provide up to three (3) names of proposed MA's for consideration. The names (maximum of 6) shall be included in an approved lottery process. The MA will be selected at random through the lottery process which shall be witnessed by the local union president, or his/ her designee, and the Town's personnel administrator.
 4. Once the MA is selected the Town will schedule relevant appointments for them to examine the member, review relevant medical files (RMF's), as defined herein, and render a decision which shall be binding on the parties, except as otherwise noted herein.
 5. All costs associated with a MAP and related arbitration processes shall be born equally by the Town and Union.
 6. Within ten (10) days of a decision rendered by the MAP, the Town or Union shall have the right to file a request for arbitration to review the MAP's determination in accordance with the Labor Arbitration Rules of the American Arbitration Association (AAA) or the Labor Relations Connection (LRC).
 7. A single arbitrator shall be appointed by AAA or LRC who is able to hear the case and render a decision. In all other aspects, the arbitration provisions set forth in the Collective Bargaining Agreement shall be applied.
- C. The member claiming IOD status shall make reasonable attempt to be available for the MA's examination during the MA's normal business hours, regardless of whether the appointment coincides with the member's normal tour of duty. If the member has a conflict with the appointment, they shall immediately notify the Town of the conflict and provide alternative availability to attend a future appointment.
- D. If the member's normal tour of duty coincides with the MA's normal business hours, the member shall be placed on paid leave for any amount of time he/she is absent from their tour of duty.
- E. Any fee charged by the MA due to a member's failure to keep an appointment, except in the case of a documented emergency or other reasonable cause, shall be the sole responsibility of the member. Failure of the officer to pay the fee may result in disciplinary action.

ARTICLE XI SECTION 8. LIGHT OR MODIFIED DUTY

- A. The capability to perform light or modified duty, as defined herein, shall be determined by the Town or member's treating professional through the examination process outlined herein. If the opinion of the Town's treating professional conflicts with the member's treating professional as to whether the member is able to return in a full, light, or modified duty capacity, the matter shall be resolved in accordance with medical arbitration procedures set forth in Article XI, Section 7.

- B. A member shall promptly inform the Chief of Police of their availability for light or modified duty status by submitting a certification signed by their treating professional authorizing the officer's return to work and stating the nature of the injury, a list of any specific restrictions, and/or the type of light or modified duty the officer is able to perform.
- C. An injured member temporarily disabled in any circumstances because of an on-the-job injury, where he/she is not confined to their home, and where he/ she is determined capable of performing light or modified duty assignments, shall work in a light or modified duty assignment as directed by the Chief of Police.
- D. An injured member temporarily disabled due to a non-work-related injury, may request to work light or modified duty provided he/she is determined capable of performing light or modified duty assignments by the officer's and/or Town's treating professional. The Chief of Police or his/her assigned designee shall review relevant documentation and render determination as to whether the injured officer may return to work in a light or modified duty capacity. Return to a light or modified duty status for officers disabled due to non-work-related injury is at the sole discretion of the Chief of Police based on the business needs of the Department.
- E. The following standards apply to members with injuries sustained on or off duty:
 1. Documentation shall be provided from either the member's and/or Town's treating professional authorizing the member to return to work in a light or modified duty capacity with any restrictions clearly enumerated;
 2. The light or modified duty assignment shall not exceed eighteen (18) consecutive months;
 3. If a member requests to be placed on light or modified duty the Chief of Police, or their designee, will provide a form to the member for their treating professional to complete which must enumerate specific work task restrictions. This information will be used to determine the light or modified duty work assignment;
 4. Light or modified duty assignments shall in no way impede the member's recovery. The member shall have no physical contact with arrestees or the public while on light or modified duty;
 5. While on light or modified duty, the member shall be assigned to a shift based on the nature of work assignments and the need to interact with support personnel to complete necessary tasks;
 6. The member's dress shall be determined by the Chief of Police based on the nature of the work assignment;
 7. Members shall not carry their service weapon unless authorized by the Chief of Police based on need to carry out assignment and medical documentation provided by the treating professional;
 8. The injured member shall be granted reasonable time off for doctor's visits or therapy;
 9. Members on light/ modified duty are prohibited from engaging in outside employment unless approved by the Chief of Police;
 10. Members shall be allowed to appear in court if cleared to do so by their treating professional;
 11. A light or modified duty assignment will not restrict the member from exercising their rights under the Federal Family and Medical Leave Act or the Rhode Island Parental and Family Medical Leave Act;
 12. No member on light or modified duty assignment shall be allowed to work overtime or details;
 13. It is not the intent of this section to in any way circumvent the terms of RIGL § 45-19-1, as amended.

ARTICLE XII - INCENTIVES

ARTICLE XII SECTION 1. WELLNESS INCENTIVE (PANAMA/ MAS)

- A. Members shall be eligible for a wellness incentive when the Panama/MAS is in effect as outlined in Article V. If the Panama/ MAS is adopted permanently after the first anniversary of the program this stipend shall remain for the life of this agreement. However, this stipend shall end if the schedule reverts to a 4/2 and 5/2 standard schedule format.
- B. The Town shall compensate each member five hundred dollars (\$500) in the form of a stipend provided:
1. The member undergoes a full physical examination by a physician (licensed MD) of their choosing;
 2. Documentation provided by the Town's personnel administrator is appropriately completed and returned with all required supporting documentation to verify that a physical examination was conducted;
 3. The member establishes an account with the Rhode Island Interlocal Risk Management Trust's Health Matters portal and participates in two (2) wellness activities through the portal. Members may also engage in alternative wellness activities upon approval of the Town;
 4. Each eligible member shall present evidence of completing the two qualifying wellness activities before they are eligible to receive the incentive;
 5. The Panama/ MAS schedule remains in effect as outlined in Article V, Section 1. The stipend will end immediately if the work schedule reverts to a 4/2 and 5/2 standard schedule format as outlined in Article VI.
- C. Stipends will be paid the payroll period following receipt of all required documentation by the Personnel Division.
- D. The stipend will be paid as a normal part of payroll processing and will be subject required state and federal tax and other related deductions.
- E. The wellness incentive stipend shall not be considered as part of salary for purposes of calculating pension contributions.

ARTICLE XIII - COMPENSATION

ARTICLE XIII SECTION 1. SALARIES

- A. Commencing July 1, 2022, salaries for members shall be in accordance with Appendix A attached hereto and made a part hereof.
- B. Members who are certified Accident Reconstruction Officers (AROs) who are required to be on stand-by shall be compensated bi-weekly at the prorated amount of One Thousand Dollars (\$1,000) per year. AROs and detectives who are required to be on standby shall be compensated one hour of straight compensation time for each day on stand-by.

- C. A patrol officer shall receive the entry rate of pay until they complete a probationary period of not less than one (1) year and is appointed to permanent status with the Department. The step salary increase from entry step to Step 1 shall be made at the time the patrol officer becomes a permanent member of the Department. Each succeeding step increase to Step 5 shall be made on the anniversary date of hire.
- D. A patrol officer hired through the lateral hire process shall receive the rate of pay associated with Step 1, 2, 3, or 4 based upon prior years of service or as determined by the Chief of Police. The starting rate of pay will apply until he/she completes a probationary period of not less than one (1) year and is appointed to permanent status with the Department. The salary increases from their starting rate of pay to the rate associated with the next step shall be made at the time the patrol officer becomes a permanent member of the Department. Each succeeding step increase to Step 5 shall be made on the anniversary date of hire.

ARTICLE XIII SECTION 2. OVERTIME COMPENSATION

- A. All compensation for time and one-half (1 ½) covered by this Agreement shall be determined at the employee's then current hourly rate of pay as outlined in Appendix A.

ARTICLE XIII SECTION 3. LONGEVITY

- A. Longevity when the Panama/ MAS schedule is in effect shall be paid each pay period as follows:

Years of Service	Longevity
Five (5) years of service but less than ten (10) years ²	5 percent of base salary
Ten (10) years of service but less than fifteen (15) years ²	7 percent of base salary
Fifteen (15) years of service but less than 20 years ²	9 percent of base salary
Twenty (20) years of service but less than 25 years ²	11 percent of base salary
Twenty-Five (25) years of service or more ²	12 percent of base salary

- B. Longevity when the 4/2 and 5/2 schedule is in effect shall be paid each pay period as follows:

Years of Service	Longevity
Five (5) years of service but less than ten (10) years ²	4 percent of base salary
Ten (10) years of service but less than fifteen (15) years ²	6 percent of base salary
Fifteen (15) years of service but less than 20 years ²	8 percent of base salary
Twenty (20) years of service but less than 25 years ²	10 percent of base salary
Twenty-Five (25) years of service or more ²	11 percent of base salary

- C. If the Panama/MAS schedule is adopted permanently after the first anniversary of the program the longevity level outlined in Item A will remain for the duration of this agreement. However, longevity levels will revert to those listed in Item B if the Panama/ MAS schedule is not permanently adopted.
- D. The anniversary date of appointment as a police officer with the South Kingstown Police Department shall be used to determine years of service for purposes of this section.

ARTICLE XIII SECTION 4. COMPENSATION FOR COURT ATTENDANCE

- A. All members who are called for court attendance shall be compensated at the rate of time and one-half (1 ½) as determined in accordance with the provisions of Article VI, Section I and Article XIII, Section 2 and Article XII, Section 2 hereof for a minimum of f o u r (4) hours. For each hour or part of an hour in excess of four (4) hours, compensation shall be earned in fifteen (15) minute increments. In addition, any employee who uses their privately owned automobile shall be compensated therefore at the current IRS rate as of January 1st each year. Should the IRS rate either increase or decrease during the term of this Agreement, said rate shall be adjusted accordingly effective the date of the IRS change.

ARTICLE XIV - GRIEVANCES

ARTICLE XIV SECTION 1. GRIEVANCE PROCEDURE

- A. Alleged grievances of members with respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement and which arise under this Agreement or in connection with the interpretation thereof shall be handled in accordance with the procedure outlined herein.
- B. Any member having a grievance shall present their grievance to their shift commander within ten (10) business days of the occurrence of the alleged grievance, or the employee's knowledge of the occurrence of the alleged grievance. Said shift commander shall answer said grievance within ten (10) business days of receipt thereof. Every effort shall be made to resolve the grievance on this level before resorting to any further formal grievance procedures. If the grievant is not satisfied with the decision of their shift commander, he/she shall refer the grievance to the Executive Board of the IBPO within five (5) calendar days.
- C. The Executive Board of the IBPO shall within ten (10) business days of receipt of said grievance arrange for the individual to present their alleged grievance at a meeting of the Executive Board. It shall be the responsibility of the Executive Board to determine the justification of the alleged grievance. If in the judgment of the Executive Board the nature of the alleged grievance justifies further action, it shall, through the President and Vice President of the IBPO, present the grievance in writing to the Chief of the Police Department within ten (10) business days of said meeting. The travel dates of said grievance will be provided at the same time the grievance is presented to the Chief of Police.
- D. The Chief of the Police Department or their delegate shall meet with the President or Vice President of the IBPO within five (5) business days of receipt of a request from said member. If either party feels it is necessary, the member or members involved in the grievance shall be ordered to appear before the Chief of the Police Department and the President or Vice President of the IBPO for the purpose of testifying on the grievance. Within ten (10) business days (unless otherwise agreed upon) of the first meeting between the Chief of the Police Department and the President or Vice President of the IBPO, the Chief shall render their decision in

writing, a copy of the same to be delivered to the President or Vice President of the IBPO.

- E. If the decision of the Chief of the Police Department is not acceptable to the IBPO, the grievance shall be referred to the Town Manager within ten (10) business days of receipt of said decision. The Town Manager shall meet the President or Vice President of the IBPO within five (5) business days of receipt of a written request from said member of the IBPO. If either party feels it necessary, the member or members involved in the grievance shall be ordered to appear before the Town Manager and the President or Vice President of the IBPO for the purpose of testifying on the grievance. Within ten (10) business days (unless otherwise agreed upon) of the first meeting between the Town Manager and the President or Vice President of the IBPO, the Town Manager shall render their decision in writing, a copy of the same to be delivered to the President or Vice President of the IBPO.
- F. If the decision of the Town Manager is not acceptable to the IBPO, the Town Manager will be notified within five (5) calendar days and the IBPO may file for arbitration with the American Arbitration Association as with thirty (30) calendar days from the date of the Town Managers decision on the matter. Any request for arbitration filed after the thirty (30) calendar day period shall be rendered invalid and the Town Manager's decision shall be binding on all parties.
- G. The parties may mutually agree to an alternative method of arbitration. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- H. In addition to the foregoing grievance procedure, the IBPO shall have the right to bring a grievance on behalf of any employee covered by this Agreement or on its own behalf; provided, however, that said grievance shall be approved by and signed by at least sixty percent (60%) of the members covered by this Agreement.
- I. In any case where the grievance is brought by the IBPO as above provided, it shall be presented to the Chief of the Police Department under Paragraph D above, and the grievance shall then be processed thereafter in accordance with the provisions of Paragraphs E and G above.
- J. At any step in the grievance procedure if the management party charged with making a decision has not made the same within the specified time, the grievance shall be advanced to the next step in the grievance procedure.
- K. All grievances concerning the pay, suspension, or dismissal of an employee not covered under the Bill of Rights shall be commenced at the level of the Chief of Police under Paragraph D above, and then the grievance shall then be processed thereafter in accordance with the provisions of Paragraphs E through G above.

ARTICLE XV - BENEFITS

ARTICLE XV SECTION 1. MEDICAL AND DENTAL COVERAGE

- A. Employee medical and dental coverage is as follows:
 - 1. All members shall be covered by HealthMate Coast-to-Coast, or equivalent, family or individual health plan, as appropriate, with prescription coverage of Five, Twenty, Thirty Dollars (\$5/\$20/\$30) and a One Hundred Dollar (\$100) Emergency Room co-payment if not admitted to hospital within twenty-four (24) hours. A summary of benefits provided under the current HealthMate plan is attached as Appendix B.

2. The Town shall pay for family or individual coverage in Delta Dental Plan with an annual benefit level of Two Thousand Dollars (\$2,000). A summary of benefits provided under the current Delta Dental plan is attached as Appendix B.
3. It is agreed that the Town may elect to substitute equivalent medical or dental coverage to the existing Blue Cross Blue Shield or Delta Dental plans through alternate medical or dental insurers. Any proposed change in medical or dental plans will be discussed with the IBPO.
4. If an employee's spouse, or parent in the case of a covered minor, is eligible for and is receiving family medical and/or dental insurance from the Town or the South Kingstown School Department, then the Town shall not be required to furnish such insurance for the employee.
5. Members shall be provided an eyewear (prescription and/or contact lenses for the exclusive use of the employee) reimbursement of up to Two Hundred Dollars (\$200) every other fiscal year. Said reimbursement will be paid only upon presentation of a single receipt of purchase with proof that said eyewear is for the exclusive use of the employee.

B. Members shall be eligible for post-employment benefits, until Medicare eligible, as follows:

1. Members who retire on or after July 1, 2006, will receive the same health care benefits (excluding dental coverage) as active members covered by this Agreement.
2. Members who retire on or after July 1, 2013, shall contribute the same co-share of the health care premium co-share as active members.
3. The Town agrees to provide the same medical insurance coverage provided active members to any retiree who is retired as the result of disability incurred in the line of duty, subject to active employee co-share requirements.
4. If any such retired employee has an alternative medical plan available through their spouse or new employer(s), then the Town shall not be required to provide a health care plan. Retired members, if continuing health coverage through the Town, shall be required to sign and return an affidavit to the Personnel Office within thirty (30) days of retirement and thereafter on an annual basis in advance of the fiscal year, certifying that they do not have alternative coverage available to them through a current spouse or employer.
5. For the purposes of this agreement, an alternative medical plan shall be defined as a health care plan that is reasonably comparable, but not necessarily equal in health care benefits. Should the alternative medical plan require a higher cost employee co-share of health care premium than required through the Town Health Care Plan, the Town shall have the option of reimbursing the retiree the difference in the two health care co-share costs, or in maintaining the retiree on the Town's Health Care Plan. If a retiree's alternative health care plan becomes unavailable to the retiree, the Town will reinstate the retiree's health care benefits through the Town's Health Care Plan. The reinstated member will be responsible for employee co-share payments, provided the retired member was responsible for a co-share payment at the time of retirement, or in accordance with the provisions of the prior paragraph.

ARTICLE XV SECTION 2. EMPLOYEE CO-SHARE

A. All members electing medical coverage shall contribute a twenty percent (20%) co-share towards the cost of health care premiums or working rates.

B. The employee co-share shall be made through twenty-four (24) bi-weekly payroll deductions each year and, if

permitted under IRS regulations, shall be made on a pre-tax basis. During months with three (3) pay dates, the co-share will be deducted from only two (2).

ARTICLE XV SECTION 3. FAMILY MEDICAL EXPENSE – LINE OF DUTY RELATED

- A. The Town hereby agrees that it will pay all medical expenses and hospital expenses that are not otherwise covered by insurance for any employee's immediate family members who contract a contagious disease where such contagious disease may reasonably be considered to have been transmitted by the employee to such member of their family or is incurred by such family members as the result of said employee's exposure to said disease in the line of duty.

ARTICLE XV SECTION 4. HEALTH AND DENTAL BUYBACK

- A. Any member who has coverage or is eligible for coverage under another health insurance plan may elect to waive the Town health plan and receive an annual payment equal to four thousand dollars (\$4,000). Payments will be pro-rated over bi-weekly pay periods throughout the fiscal year.
- B. If the Panama/MAS Schedule is not permanently adopted as outlined in Article V, Section 1, and the schedule reverts to the 4/2 and 5/2 schedule as outlined in Article VI, then the annual healthcare payment will revert to three thousand dollars (\$3,000).
- C. Any member may elect to waive the Town dental plan and receive an annual payment equal to Two- Hundred Fifty Dollars (\$250). Payments will be pro-rated over bi-weekly pay periods throughout the fiscal year.
- D. Members electing to participate in either the health and/or the dental buyback program shall deliver a signed, witnessed waiver form, as well as a letter from the organization providing the coverage, to the Personnel Office prior to each June 15th.
- E. In the event that a member who has elected to drop the health and/or dental coverage as provided above, decides to reinstate either or both coverages, the following shall apply:
 - 1. Except as provided in (2) below, reinstatement may be effective only at the beginning of the plan year (July 1) and application must be made in writing to the Personnel Office no later than June 15th.
 - 2. Reinstatement may be requested during the plan year if such request is due to loss of the other coverage for reasons beyond the member's control. A request for mid-year reinstatement must be made in writing to the Personnel Office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.
- F. All reinstatement is subject to the insurer's rules and contingent upon the insurer's approval. It is the understanding of the Town that members will not be denied reinstatement based on valid requests.

ARTICLE XV SECTION 5. HEALTH INSURER PLAN CHANGES

- A. If the health insurance provider initiates or attempts to initiate a change in the benefits provided under the existing health insurance plans during the term of this Agreement, the Town Manager shall notify the Union

President. The Manager and the President shall meet to discuss and attempt to resolve the matter. In the event the parties are unable to agree upon a resolution, the matter shall be submitted to the grievance procedure.

ARTICLE XV SECTION 6. COVERED FORMER SPOUSES

- A. Upon the re-marriage of a covered former spouse, said former spouse is no longer eligible for medical coverage through the Town. Covered former spouses must annually sign and return to the Personnel Office an affidavit certifying that they have not re-married, and do not have an alternative health insurance plan available to them through a current employer.

ARTICLE XV SECTION 7. LIFE INSURANCE

- A. The Town shall provide life insurance upon the life of each member of the Department in the amount of Fifty Thousand Dollars (\$50,000) and Accidental Death/Dismemberment coverage in the amount of Fifty Thousand Dollars (\$50,000).

ARTICLE XV SECTION 8. SOCIAL SECURITY

- A. The Town shall continue to provide F.I.C.A. contributions for all members to include any new rate increase.

ARTICLE XV SECTION 9. SURVIVOR BENEFITS

- A. Upon the death of an employee covered under this Agreement, the Town will pay to the widow/widower all accrued vacation time, personal leave, sick leave, and compensatory time owed to the employee.
- B. The Town will further provide medical insurance to the widow/widower of an employee killed in the line of duty. Said medical insurance shall continue for a period of up to ten (10) years following the death of the employee or until such time that the widow/widower becomes Medicare eligible. Said coverage shall be the same coverage available to active members. Notwithstanding the foregoing, the Town may cease coverage if the widow/widower remarries during said coverage period.

ARTICLE XV SECTION 10. RETIREMENT BENEFITS

- A. All full-time members shall be members of the Municipal members Retirement System Optional Retirement Plan for Police & Fire Fighters (RIGL § 45-21.2, as amended).
- B. All full-time members who are eligible for retirement and receipt of benefits as determined under the Municipal Members Retirement System Optional Retirement Plan for Police & Fire Fighters shall be subject to the provisions of RIGL § 45-21-52 (3) Plan C, as amended. The employee retirement contribution shall be at the rate of salary specified in RIGL § 45-21.2-14, as amended.
- C. Specific provisions of said Retirement Plan for members are as follows:
 - 1. Pursuant to RIGL 45-21.2-6.1, as amended, upon retirement from service pursuant to Subdivision (1), (2), or (5), of RIGL § 45-21.2-5, a member of the South Kingstown Police Dept. (Bargaining Unit) shall receive a retirement allowance which is a life annuity terminable at the death of the annuitant and is an amount equal to the sum of two and one-half percent

(2.5%) of final compensation multiplied by the years of service accrued after July 1, 1993, and until June 30, 2012, and two percent (2%) of final compensation multiplied by the years of service accrued prior to July 1, 1993. For service on and after July 1, 2012, a member's service retirement allowance shall be determined in accordance with RIGL § 45-21.2-6;

2. The annual retirement allowance in no event shall exceed 75% of final compensation.

ARTICLE XVI – DETAILS

ARTICLE XVI SECTION 1. SPECIAL DETAILS

- A. Any member or constable that works a special detail, as defined herein, shall be paid one and a half times (1.5X) the current base salary rate of a Step 5 patrolman as outlined in Appendix A. This rate shall be adjusted each July 1st to align with any changes in the Step 5 patrolman compensation.
- B. Any vendor that requires four (4) or more members or constables to work an event or detail shall be required to pay for a Detail Officer-in-Charge (DOIC) when so ordered by the Chief of Police or his or her designee. The DOIC shall be compensated at one and a half times (1.5X) their normal hourly rate of pay. Members who serve as a DOIC overtime shall be rotated on the Call/Order Back list.
- C. Members will have first preference whenever there are details to be filled. The Chief of Police or their designee shall compose and maintain a list made up of those members who wish to work details. Any member may add their name to the list at any time throughout the calendar year. Details shall be assigned on a rotational basis from the maintained list.
- D. The minimum number of hours a special detail may be scheduled is four (4) hours. If less than four (4) hours is necessary, a minimum of four (4) hours shall be billed for each member assigned to the detail, including the DOIC.
- E. A minimum of four (4) hours' pay will be granted for any scheduled Town or third-party detail, as defined herein, that is canceled less than four (4) hours before the start of the scheduled detail.
- F. For any detail time worked in excess of eight (8) hours, or on a holiday listed in Article VIII, Section 2, the member shall be paid at the rate of time and one-half times (1.5X) their regular special detail rate as outlined in item A.
- G. Any emergency detail scheduled with less than two (2) hours notification shall be paid at the rate of time and one-half times (1.5X) their regular special detail rate as outlined in item A.
- H. Effective February 20, 2023, all wages for all special details will be paid by the Town no later than the pay period following when a detail was worked provided the certification/ approval of special details are received by Town finance department a minimum of one week prior to the normal payroll processing date. The police department shall follow policies and procedures established by the Town finance department to ensure timely payment is made for all Special Details.
- I. The Union acknowledges that the Town shall charge an administrative processing fee as part of the billing rates charged to vendors for police detail services. The establishment of such a fee is within the sole purview of the Town, and will not reduce the hourly rate, as noted above, paid to members.

- J. The Union acknowledges that the Town shall charge a late fee to vendors who do not make timely payment for police detail services. The establishment of such a fee is within the sole purview of the Town, and will not reduce the hourly rate, as noted above paid to members.

ARTICLE XVII – EQUIPMENT

ARTICLE XVII SECTION 1. CARS

- A. Members shall not be required to wash, clean, vacuum or sweep any patrol car or other vehicle used by the Department.
- B. The Town shall make all reasonable efforts to replace marked patrol vehicles at the time they have traveled ninety thousand (90,000) miles.
- C. Should any vehicle not be replaced prior to its traveling 90,000 miles, the Town agrees to take said vehicle to an outside garage, acceptable to both the Town and the IBPO, for an inspection and appraisal of the vehicle's condition. Said inspection shall be used as a means of determining whether the vehicle should be dead lined or remain in active service.

ARTICLE XVII SECTION 2. AUTOMOTIVE EQUIPMENT

- A. Prior to the operation of a motor vehicle by a member assigned to the same, they shall first make a complete inspection of the condition of such motor vehicle. If they find that such motor vehicle or its equipment is defective or inoperative to such an extent as to render their use of such equipment or motor vehicle dangerous to themselves, they shall cause the defects to be recorded on the day sheet and shall apprise their superior of the same.
- B. If a member's superior determines that the motor vehicle or its equipment is defective to such an extent as to render its use dangerous to the member, such member shall not be required to operate such motor vehicle. If no other motor vehicle is available for patrol, then such member shall be assigned to other duty. At no time, except in an emergency, shall a motor vehicle be assigned to patrol duty without communication equipment functioning and operative therein.
- C. The foregoing provisions of this section shall be subject to review pursuant to the grievance provisions of this Agreement.

ARTICLE XVIII – OFFICER RIGHTS AND ASSISTANCE

ARTICLE XVIII SECTION 1. POLICE OFFICERS BILL OF RIGHTS

- A. Whenever a member is a suspect in any criminal or departmental matter and is being questioned concerning the same, they must be informed of the name, rank, and command of each person present while they are being questioned.
- B. No threats, promises, or coercion may be used at any time during the interrogation of a member while they

are a suspect in a criminal or departmental matter.

- C. When interrogating any police officer who is a suspect in a criminal or departmental matter, said interrogation may, at the request of the member, be recorded either mechanically or by departmental stenographer and a copy thereof shall be furnished to such member upon their request.
- D. If a member is under arrest or likely to be arrested, or a suspect in a criminal investigation, they shall be afforded the same constitutional rights as are accorded to a civilian, including, but not limited to, the right to counsel and the right to remain silent and shall be notified of these rights before any questioning commences.
- E. When any member has been charged with any violation of departmental regulations, no public statement shall be made concerning the violation or the alleged violation.

ARTICLE XVIII SECTION 2. LEGAL ASSISTANCE AND INDEMNIFICATION

- A. Any member sued in any civil proceeding as the result of actions performed in the performance of their duties as an employee of the Town will be provided with all necessary legal assistance from the Town of South Kingstown, and the Town will pay any judgment rendered against such employee, provided such actions are not wanton, reckless, malicious, or grossly negligent.
- B. The provision of this Article shall be deemed to have been complied with as long as the Town has in effect the existing (or their equivalent) insurance policies for Comprehensive General Liability Insurance with coverage up to One Million Dollars (\$1,000,000) and including the members as named insured while acting within the scope of their duties. The Town shall within thirty (30) days of this agreement post in the Day Room a copy of any such insurance policies as information for members.

ARTICLE XIX – EMPLOYMENT POLICIES

ARTICLE XIX SECTION 1. CANNABIS USE

- A. The Town and Union understand that work performed on behalf of the South Kingstown Police Department is hazardous, dangerous and essential to public welfare and safety. Therefore, the use of cannabis while on duty, or performing work while being under the influence of cannabis, is strictly prohibited pursuant to RIGL 21-28.11-29(d)(2) and relevant departmental policies.
- B. Members suspected of using or being under the influence of cannabis while on duty shall be subject to discipline by the Chief of Police in accordance with departmental policies.

ARTICLE XX – NO STRIKE

ARTICLE XX SECTION 1. NO STRIKE CLAUSE

- A. In consideration of the right of members covered by this Agreement to a resolution of disputed questions under the Grievance Procedures hereinbefore set forth, the IBPO, for itself and for all members covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any such work stoppage, slowdown or strike shall take place, it will immediately notify such employee so engaging in such unauthorized activities to cease and desist and shall

publicly declare that such work stoppage, slowdown, or strike is illegal and not authorized.


ARTICLE XXI- DURATION OF AGREEMENT

This Agreement shall be for the term beginning July 1, 2022 and ending June 30, 2025.

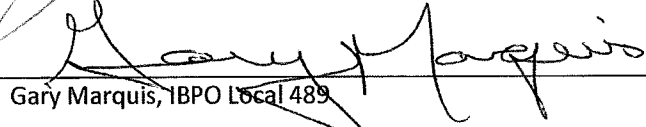
IN WITNESS WHEREOF, the Town of South Kingstown has caused this instrument to be executed and its corporate seal to be affixed by James Manni its Town Manager duly authorized by the Town Council of the Town of South Kingstown as of the day and year first above written and the IBPO Local 489, has caused this instrument to be signed by its President, Gary Marquis, duly authorized as of the day and year first above written.



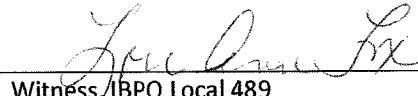
James Manni, Town Manager 1/11/23
Date



Witness, Town of South Kingstown 1/11/2023
Date



Gary Marquis, IBPO Local 489 1/12/23
Date



Witness, IBPO Local 489 1/12/23
Date

APPENDIX A – SALARY TABLES

APPENDIX A SECTION 1. SALARY SCHEDULE – JULY 1, 2022 – JUNE 30, 2023¹ (3% INCREASE)

The following salary schedule shall take effect July 1, 2022¹:

Rank	Hourly²	Annual Salary³	Hourly Increase	Annual Increase⁴	Effective Increase Over FY 2021⁴
Major ⁵	\$48.42	\$105,743	3.00%	\$7,969	8.15%
Captain	\$44.55	\$97,307	3.00%	\$7,333	8.15%
Det Lt & Pros Lt	\$43.07	\$94,070	3.00%	\$7,089	8.15%
Lieutenant	\$41.42	\$90,451	3.00%	\$6,816	8.15%
Det Sgt	\$39.99	\$87,333	3.00%	\$6,581	8.15%
Sergeant	\$38.45	\$83,974	3.00%	\$6,328	8.15%
Detective	\$36.76	\$80,280	3.00%	\$6,050	8.15%
Patrol Step 5 ⁶	\$35.34	\$77,192	3.00%	\$5,817	8.15%
Patrol Step 4	\$33.33	\$72,788	14.00%	\$11,980	19.70%
Patrol Step 3	\$31.31	\$68,383	12.31%	\$10,397	17.93%
Patrol Step 2	\$29.29	\$63,979	10.25%	\$8,714	15.77%
Patrol Step 1	\$27.28	\$59,574	6.77%	\$6,434	12.11%
Patrol Entry	\$25.26	\$55,169	3.00%	\$4,157	8.15%

NOTES:

1. Members will receive payment for the salary increase retroactive to July 1, 2022, within thirty (30) days of contract execution by both parties.
2. Hourly rates shown above do not include longevity. If an employee is eligible for longevity payment, he/she will have this longevity payment included in his/her individual hourly rate.
3. The annual salary reflected in year one, beginning July 1, 2022, is based on hours worked while on the Panama/ MAS Schedule only. This will not reflect the actual annual salary when members work a portion of the year on a 5/2 or 4/2. This value is for reference only. Members are paid for actual hours worked.
4. The effective annual increase reflects the hourly wage increase of 3% plus the additional hours worked on the Panama/ MAS schedule. This is the overall increase in annual salary when comparing FY 2021 to FY 2022.
5. The position of Deputy Chief shall become permanent upon execution of this contract and shall be assigned the rank of Major as outlined in Article III, Section 4.
6. Patrol Steps 0 through 5 have been spread equally which results in a higher effective hourly and annual increase for Patrol Steps 1 through 4 in the first year of the contract.

APPENDIX A SECTION 2. SALARY SCHEDULE – JULY 1, 2023 – JUNE 30, 2024 (3% INCREASE)

The following salary schedule shall take effect July 1, 2023:

Rank	Hourly ¹	Annual	Hourly Increase	Annual Increase ⁴	Effective Increase
Major	\$49.87	\$108,915	3.00%	\$3,172	3.00%
Captain	\$45.89	\$100,226	3.00%	\$2,919	3.00%
Det Lt & Pros Lt	\$44.36	\$96,892	3.00%	\$2,822	3.00%
Lieutenant	\$42.66	\$93,165	3.00%	\$2,714	3.00%
Det Sgt	\$41.19	\$89,953	3.00%	\$2,620	3.00%
Sergeant	\$39.60	\$86,493	3.00%	\$2,519	3.00%
Detective	\$37.86	\$82,688	3.00%	\$2,408	3.00%
Patrol Step 5	\$36.40	\$79,508	3.00%	\$2,316	3.00%
Patrol Step 4	\$34.33	\$74,971	3.00%	\$2,184	3.00%
Patrol Step 3	\$32.25	\$70,435	3.00%	\$2,051	3.00%
Patrol Step 2	\$30.17	\$65,898	3.00%	\$1,919	3.00%
Patrol Step 1	\$28.10	\$61,361	3.00%	\$1,787	3.00%
Patrol Entry	\$26.02	\$56,825	3.00%	\$1,655	3.00%

NOTES:

1. Hourly rates shown above do not include longevity. If an employee is eligible for longevity payment, he/she will have this longevity payment included in his/her individual hourly rate.

APPENDIX B – BENEFITS SUMMARY

- A. This Appendix is meant strictly for informational purposes only and is not intended to reflect the entire plan.
- B. Please see the following pages for the Blue Cross Blue Shield of Rhode Island (BCBSRI) HealthMate Coast- to-Coast Summary of Benefits and Coverage and the Delta Dental Summary of Benefits and Coverage for the coverage period July 1, 2022 – June 30, 2025.

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

Coverage Period: 07/01/2022 - 06/30/2023

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 Out-of-Network providers \$200 for an individual plan / \$600 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 some services with a fixed dollar copay.	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.
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	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	None
	Specialist visit	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year; \$15 copay for allergy and dermatology office visits
	Preventive care/screening/immunization	No Charge	\$10 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	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	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	\$5 copay (Retail) \$15 copay (Mail Order)	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
	Tier 2 preferred brand name drugs	\$20 copay (Retail) \$60 copay (Mail Order)	Not Covered	
	Tier 3 non-preferred brand name drugs	\$30 copay (Retail) \$90 copay (Mail Order)	Not Covered	
	Tier 4 specialty prescription drugs	\$30 copay (CVS Specialty Pharmacy only)	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. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fees	No Charge	20% coinsurance	
If you need immediate medical attention	Emergency room care	\$100 copay 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 per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$10 copay per urgent care center visit	\$10 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. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fee	No Charge	20% coinsurance	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 copay/office visit No Charge for outpatient services	\$10 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% coinsurance	
If you are pregnant	Office visits	\$10 copay per visit	\$10 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	

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 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 for services to treat autism spectrum disorder. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Habilitation services	20% coinsurance	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended for certain services; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Durable medical equipment	20% coinsurance	20% coinsurance	None
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$10 copay per visit	\$10 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.)		
<ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) 	<ul style="list-style-type: none"> • Dental check-up, child • Glasses, child • Long-term care 	<ul style="list-style-type: none"> • Routine foot care unless to treat a systemic condition • Weight loss programs

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

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

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 HealthInsInquiry@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 HealthInsInquiry@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 a'kwol 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 \$0
- Specialist copayment \$10
- 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
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing

Deductibles	\$0
Copayments	\$20
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$80

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$10
- 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
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing

Deductibles	\$0
Copayments	\$520
Coinsurance	\$160

What isn't covered

Limits or exclusions	\$20
The total Joe would pay is	\$700

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$10
- 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:

Cost Sharing

Deductibles	\$0
Copayments	\$210
Coinsurance	\$100

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$310

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

TOWN OF SOUTH KINGSTOWN - IBPO

Product Name: Delta Dental PPO Plus Premier™
Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%,80%)
Your group number is **5885-0609**. **Coverage for benefits with time limitations (i.e. 6,12,24,36 or 60 months) is calculated to the exact day.**

The annual maximum is: \$2,000.00 per member per calendar year
(Periodontal services limited to \$400.00)
The annual deductible is: \$0.00
The maximum lifetime cap: Unlimited

Pretreatment estimates are recommended for underlined procedures.

Periodontal Maximum \$400.00 (Your periodontal benefits are applied to your Annual Maximum total).

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months. A panoramic film is a benefit for individuals ages 6 and older.
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. 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.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth - one procedure per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Bridges and crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months
- Surgical placement of endosteal implant and abutment, once per tooth site per lifetime

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.
Lifetime maximum (orthodontics only) is \$2,000.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19.

APPENDIX A SECTION 3. SALARY SCHEDULE – JULY 1, 2024 – JUNE 30, 2025 (3% INCREASE)

The following salary schedule shall take effect July 1, 2024:

Rank	Hourly ¹	Annual	Hourly Increase	Annual Increase ⁴	Effective Increase
Major	\$51.37	\$112,182	3.00%	\$3,267	3.00%
Captain	\$47.27	\$103,233	3.00%	\$3,007	3.00%
Det Lt & Pros Lt	\$45.70	\$99,799	3.00%	\$2,907	3.00%
Lieutenant	\$43.94	\$95,960	3.00%	\$2,795	3.00%
Det Sgt	\$42.42	\$92,652	3.00%	\$2,699	3.00%
Sergeant	\$40.79	\$89,088	3.00%	\$2,595	3.00%
Detective	\$39.00	\$85,169	3.00%	\$2,481	3.00%
Patrol Step 5	\$37.50	\$81,893	3.00%	\$2,385	3.00%
Patrol Step 4	\$35.36	\$77,220	3.00%	\$2,249	3.00%
Patrol Step 3	\$33.22	\$72,548	3.00%	\$2,113	3.00%
Patrol Step 2	\$31.08	\$67,875	3.00%	\$1,977	3.00%
Patrol Step 1	\$28.94	\$63,202	3.00%	\$1,841	3.00%
Patrol Entry	\$26.80	\$58,529	3.00%	\$1,705	3.00%

NOTES:

- Hourly rates shown above do not include longevity. If an employee is eligible for longevity payment, he/she will have this longevity payment included in his/her individual hourly rate.

Unless specifically covered by your dental plan, the following are not covered:

- Services that are not dentally necessary and appropriate according to our review guidelines. Services subject to these guidelines include, but are not limited to, root canals; crowns and related services; bridges; periodontal services; orthodontics; and oral surgery. We will make a decision whether a service is dentally necessary based on these guidelines. A service may not be covered under these guidelines even if it was recommended by a dentist. Our guidelines can be found on our website at www.deltadentalri.com. You can have your dentist send us a request for a pre-treatment estimate in advance of the service to see if the service meets our guidelines.
- Services greater than the annual maximum.
- Services received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental decides is employment-related.
- Services you would not have to pay for if you did not have this Delta Dental coverage.
- Services or supplies that are experimental in terms of generally accepted dental standards.
- Services done by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services done by someone who is not a licensed dentist or a licensed hygienist working as authorized by applicable law.
- Exams by specialists, except for periodic oral exams.
- Consultations.
- Disorders related to the temporomandibular joints (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations needed because of teeth grinding or due to erosion, abrasion or attrition.
- Services done mainly to change or to improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Laboratory or bacteriological tests or reports.
- Temporary, complete dentures or temporary, fixed bridges or crowns.
- Prescription drugs.
- Guided tissue regeneration.
- General anesthesia or intravenous sedation for non-surgical extractions, diagnostic, preventive, or minor restorative services.
- General anesthesia or intravenous sedation given by anyone other than a dentist.

Delta Dental can adopt; and, apply, policies that we deem reasonable when we approve the eligibility of subscribers; and, the appropriateness of treatment plans and related charges.

All claims must be filed within one year of the date of service.

NOTICE OF NONDISCRIMINATION AND ACCESSIBILITY POLICY

Delta Dental of Rhode Island does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-843-3582.

Português (Portuguese): ATENÇÃO: Se fala português, encontramse disponíveis serviços linguísticos, grátis. Ligue para 1-800-843-3582.