

**THE CITY OF WARWICK
AND
WARWICK LODGE NO. 7, FRATERNAL ORDER OF POLICE**

COLLECTIVE BARGAINING AGREEMENT

**July 1, 2021
to
June 30, 2024**

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AGREEMENT

This July 1, 2021 to June 30, 2024 Collective Bargaining Agreement is made and entered into as of this _____ day of _____, 2021, by and between the CITY OF WARWICK (hereinafter referred to as the "City"), and WARWICK LODGE NO. 7, FRATERNAL ORDER OF POLICE (hereinafter referred to as the "Lodge", the "FOP", or the "Union"), as follows:

RECOGNITION

- A) The City recognizes the Lodge, as the sole and exclusive bargaining agent for all the permanent and probationary members (also referred to herein as "employees" or "police officers") of the City of Warwick Police Department (hereinafter referred to as the "Department") excluding the Chief and Deputy Chief, for the purpose of collective bargaining as to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment. The rights of the City and the members of the Department shall be respected; and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

- B) The City, and the Board of Public Safety of the City shall retain the right to issue rules and regulations governing the internal conduct of the Department, as provided by law; and further shall at all times retain the right to manage and direct the operations of the Department, including, and without limiting the generality of the foregoing, the right to make such assignments and transfers of personnel as may be deemed by the City and the Board of Public Safety of the City in the best interest of the administration of the Department. However, nothing contained in the within Section, subparagraph (B), shall contravene, or derogate from, any of the provisions of the within Agreement.

SENIORITY CLAUSE

SECTION 1.

- A) Seniority of the members of the Department shall be computed according to continuous service in each rank, except for Patrolmen/Patrolwomen, where seniority shall be computed according to continuous service from the date said member is sworn in as a Police Officer for the City, provided, however, as to any member whose employment is interrupted for active service in the armed forces of the United States, such service shall be considered as part of said member's continuous service provided further that such service shall be as continuous service if such member reenlists or continues his/her military service after the time of his/her original service.

In computing seniority the same shall be based upon the member's length of employ as a Patrolman/Patrolwoman. In those cases where one or more members are appointed to duty on the same date then seniority among said members shall be determined by the highest score using the criteria of the training academy. Seniority shall be broken when a member of the bargaining unit is dismissed for proper cause, or when all proper appeals are exhausted, or when he/she voluntarily terminates his/her employment.

- B) Seniority lists of various positions of the Department shall be posted periodically by the Department.
- C) In the event it becomes necessary for the City to lay off members of the bargaining unit those members with the least amount of seniority shall be laid off first. For the purpose of computing seniority for the subsection, it shall be based solely upon the length of employment as a police officer without regard to the member's rank, position or the fact that the member has received a salary, or any part thereof under any federal or state program.

Prior service with the City in some other department shall not be considered in determining the member's seniority within the Police Department.

The provisions of Section 1(A), (B) and (C) shall not have any retroactive effect.

- D) **Selection of Beats.** Any member of the Department assigned to the Uniform Division will have the right to select his/her beat(s) based on his/her seniority. For the purpose of beat selection, beats shall be understood to include any normal beat assignments or spare assignments that will be filled by an officer. No officer may select the same beat more than two (2) consecutive times. In the event of a transfer to another platoon between the time of beat selection, the Administration of the Department will assign the transferred officer(s) to a vacant beat. The bidding process will occur every six (6) to twelve (12) months, as determined by the Administration of the Department; provided that the Chief shall be allowed discretion as to trial periods and whether to follow seniority, upon written advice as to why seniority is not being followed.

If the Chief does not follow seniority, he/she shall submit his/her written reason or reasons for the disqualification to the officer in question which action shall be reviewable through the grievance procedure.

All Bids shall be published and/or posted for two (2) days. Personnel interested in a vacant position will submit in writing their application for said vacant position to the Chief in four (4) days from the last day the bid was published or posted.

A special notice will be sent to members on sick leave and/or on vacation at the time the bid was published or posted.

SPECIAL DETAILS

SECTION 2.

A) During the term of this Agreement the following Special Detail rates of pay shall be in effect:

- **Basic Civic Detail Rate of Pay** (including Traffic Control Civic Details):

Members working a "Basic Civic Detail" or a "Traffic Control Civic Detail" shall be paid the following hourly rates of pay:

- <u>7/1/21-6/30/22:</u>	\$45.00/hour
- <u>7/1/22-6/30/23:</u>	\$46.00/hour
- <u>7/1/23-6/30/24 and thereafter:</u>	\$47.00/hour.

Civic Details (i.e. both Basic Civic Details and Traffic Control Civic Details) are defined as those Details which are administered primarily by an agency of the City of Warwick, and shall not include Details administered primarily by the Federal Government, the State of Rhode Island, any entity providing public or private utilities, or any other entity.

Traffic Control Civic Details are defined as any Civic Details assigned for purposes of providing traffic control (i.e. any road construction Civic Details).

- **Non-Civic Detail Rate of Pay:**

Members working a Non-Civic Detail shall be paid the following hourly rate of pay:

- <u>7/1/21 and thereafter:</u>	\$51.00/hour.
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- **Emergency Non-Civic Detail Rate of Pay:** Any Non-Civic Details which are not called in, requested and scheduled by a vendor before 10:00 PM on the night before the Detail, or which require an Officer to respond with less than 2 hours' notice during any time of the day, shall be paid at the Emergency Non-Civic Detail Rate of Pay of **\$75.00/hour.**

There shall be a minimum of four (4) hours for all special details. All special details with a duration in excess of eight (8) hours shall be compensated at the rate of one and one-half times the detail rate set forth above for that period over the eight (8) hour period. Any and all details requiring four (4) or more men/women shall be required to

have a Superior Officer in charge. Said Superior Officer shall be compensated an additional two dollars (\$2.00) per hour. Community Service Officers shall not act as the superior officer in charge and may not receive said additional compensation.

Duty Assignments on Election Days

Members of the Department assigned duty on election days shall be paid an hourly compensation rate based upon the salary of the individual Officer involved, or their special detail rate, whichever is greater. There shall be no overtime compensation for such assignments on election days.

- B) Members as defined above serving on special details on any holiday as defined in Section 4, infra, shall be compensated at the rate of one and one/half times the regular rate with a minimum of four (4) hours.
- C) Payments for special details will be made to an Officer no later than one month from the date the work was performed.
- D) Details shall be accepted on a voluntary basis by members of the Department.
- E) The City shall guarantee the payment of four (4) hours detail pay to any Officer dispatched to any Special Detail (Civic or Non-Civic Detail) which is cancelled without at least two (2) hours of notice.
- F) All probationary and permanent members of the Department will have preference over all Retired Officers, Special Officers, Community Service Officers or Constables for special detail assignments. Moreover, all Retired Officers will have preference over all Special Officers, Community Service Officers or Constables for special detail assignments.

In order to be and remain eligible to work Special Details, Retired Members must be members "in good standing" of the FOP.

All uniforms for Community Service Officers and other individuals who are not permanent police officers, must be differentiated by way of a different uniform, arm patch, badge/shield, and identification card.

- G) All details worked for the City which are over four (4) hours in duration must include a minimum of one/half hour meal break.
- H) Any individual or organization hiring special detail Officers for any Non-Civic Special Details shall guarantee the payment of four (4) hours detail pay to any Officer hired for that detail if the detail is cancelled without at least one (1) hours of notice.

- I) Any person working a special detail in conjunction with this section that is not a member of the bargaining unit shall pay his/her service fee to the Lodge, for every special detail worked. This fee shall be the equivalent of one-half (½) of a Patrolman's/Patrolwoman's First Class hourly rate. The City shall deduct said service fee and shall pay, once a month, said service fee so deducted to the Lodge. Retired members of the Department shall be exempt from this section.

- J) Any Officer(s) assigned to a Special Detail, except otherwise herein provided, must receive compensation for said assignment. At the discretion of said officer(s) he/she may return said compensation to the non-profit organization that he/she worked for.

- K) Any member of the Warwick Police Department may volunteer to participate in either the Honor or Color Guard, that represents that Department.

- L) In accordance with an agreement reached between the City and the Lodge, the following details may be worked, on a voluntary basis, by the Department Community Service Officers as long as said detail is being conducted by, or for the benefit of, a non-profit organization as defined under state law:
 - 1. Church traffic on Sunday
 - 2. Walk-a-thons
 - 3. Parades
 - 4. Dog clinics
 - 5. Assignment at Senior Citizens Homes on Halloween Night (October 31)
 - 6. Inaugural Ball
 - 7. The Chief may call back Community Service Officers of the Department in an emergency type situation. Community Service Officers shall not be permitted to carry weapons, but may be called back to:
 - a) Perform functions not normally performed by a sworn police officer without limitation or restriction and to the extent deemed necessary by the Chief; and
 - b) As part of the Chief's emergency response plan Community Service Officers may be used when, in the Chief's opinion, it is necessary to utilize Community Service Officers in order to maintain two officers per car without calling in the off-duty platoon; provided, however,
 - c) Community Service Officers shall not perform functions which are normally performed by sworn members of the Department when, under the emergency response staffing plan, such duties could be performed by sworn members of the Department; and providing further that;
 - d) Nothing in this Section shall alter or abrogate the right of the Chief to develop and implement emergency response plans nor affect the right of the Chief to use Community Service Officers as set forth above.

M) Community Service Officers shall be permitted to work only the following types of details.

1. Road Construction
2. Traffic Control.

VACATIONS

SECTION 3.

- A) Any member employed by the department for less than one year shall receive one (1) vacation day for each full or partial calendar month of employment during that calendar year, not to exceed 11 days.
- B) All permanent and probationary members of the Department who have been continuously in the employ of the Department for at least one (1) year as of July 1, shall be entitled to an annual vacation of nineteen (19) days with pay, for each year of such year of employment up to and including the completion of the fifth (5th) year.
- C) All members of the Department who have been continuously in the employ of the Department for at least five (5) years, as of July 1, shall be entitled to an annual vacation of twenty-two (22) working days with pay, for each year beginning with the sixth (6th) year up to and including completion of ten (10) years.
- D) All members of the Department who have been continuously in the employ of the Department for at least ten (10) years, as of July 1, shall be entitled to an annual vacation of twenty-five (25) working days with pay, for each year beginning with the eleventh (11th) year up to and including the completion of fifteen (15) years.
- E) All members of the Department who have been continuously in the employ of the Department for at least fifteen (15) years, as of July 1, shall be entitled to an annual vacation of twenty-seven (27) working days with pay, for each year beginning with the sixteenth (16th) year and during each succeeding year of their employment.
- F) Any member of the Department who retires, or resigns, during any calendar year prior to his/her vacation period shall be entitled to vacation pay in accordance with the above schedule.
- G) In recognition of the fact that unusual or emergency situations may arise which may leave the Department shorthanded during vacation periods, the City and the Lodge agree that the Chief shall have the right under such circumstances and emergencies to cancel a Police Officer's vacation; but the Chief shall reschedule such vacation at a time agreeable to the Police Officer involved. Provided however, in the event that the

Department is short-handed as a result of a promotion, transfer, or retirement, the Chief shall not be permitted to cancel an officer's vacation, but shall instead have the discretion to fill any such manpower shortage or vacancy by the use of Overtime or Call-back. In the event a vacation must be cancelled as a result of such an emergency situation, where more than one officer has scheduled vacation for the same time, the least senior vacation pick shall be the one cancelled.

- H) No member of the Department shall be obligated to take his/her period of vacation ("vacation picks") at one continuous time, and such members of the Department may schedule their respective vacation picks at periodic intervals during the course of the year, and based on rights of seniority. On an annual basis, Officers shall be allowed to schedule their vacation picks into three (3) separate periods. However, no more than twelve (12) consecutive vacation days shall be taken by any member of the department without the approval of the Chief. Moreover, Vacation time may also be taken by members in hours with a minimum of 4 hour increments, and/or Vacation Days may be taken by members in single or multiple days on an unlimited basis, with their superior's permission. The days taken will be charged to the members annual vacation allowance.
- I) Each member of the Department may accumulate up to forty (40) vacation days, to be used at the option of said employee in subsequent years, or taken immediately prior to retirement, (i.e., to reduce effective retirement date), subject to the provisions of subsection (G) of this section. On January 1 of each year, a member's level of accumulated vacation time may rise by the amount of the member's annual vacation entitlement up to a maximum of twenty-seven (27) vacation days. This accumulation must be reduced to forty (40) vacation days by December 31 of that year or all vacation days in excess of forty (40) will be forfeited without compensation. In the event of separation from employment for any reason, the City will only compensate members up to a maximum of forty (40) days of accumulated but unused vacation. Vacation time in excess of forty (40) must be taken as vacation time each year or it is lost.
- J) Department seniority will be the determining factor in an individual's choice of vacation throughout the individual's career despite the rank that the individual may achieve.
- K) Notwithstanding the above, in the event that any member of the Department is suspended without pay for any single period of time consisting of sixty (60) or more consecutive calendar days, in the calendar year subsequent to the latter of: (a) the completion of said unpaid suspension period, and/or (b) the exhaustion of all legal challenges and appeals regarding said unpaid suspension period, said member's Vacation Day allotment shall be reduced on a pro-rata basis for said calendar year. That is, the member's Vacation Day allotment shall be reduced by dividing the number of applicable unpaid suspension days by 365 days, and multiplying that factor by the member's Vacation Day allotment. The final figure shall be the number of Vacation Days lost by said member.

FOR EXAMPLE: If a member with twenty (20) years of service is suspended for sixty (60) days without pay, his/her subsequent applicable calendar year Vacation Day allotment shall be reduced by 4.5 days – 60 divided by 365 times 27 allotted days equals 4.5 Vacation Days lost.

HOLIDAY PAY

SECTION 4.

A) The following holidays shall be paid holidays for all employees of the Department:

New Year's Day	Independence Day
Martin L. King Day	Victory Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Easter	Veteran's Day
Memorial Day	Thanksgiving Day
Police Memorial Day	Christmas

Holiday Pay shall be one quarter ($\frac{1}{4}$) of the employee's weekly salary and shall be paid to each employee over and above his/her weekly salary, whether he/she works the holiday or not.

B) Holiday Compensatory Time.

In lieu of the one quarter ($\frac{1}{4}$) of salary Holiday Pay, an officer may choose to receive and accumulate 10 hours of "Holiday Compensatory time" for each Holiday. Prior to or upon retirement, members may "cash out" any accumulated Holiday Compensatory time and/or may "run out" (subject to the limitation set forth below) accumulated Holiday Compensatory time prior to his/her retirement date. Provided however, and notwithstanding the two hundred (200) hour Holiday Compensatory Time accumulation maximum set forth below, prior to or upon retirement members may only "run out" a maximum of one hundred (100) hours of Holiday Compensatory Time, and must "cash out" and be paid for any remaining amount of Holiday Compensatory Time above one hundred (100) hours.

However, *effective as of July 1, 2018 and thereafter*, no officer shall be permitted to accumulate more than two hundred (200) hours of Holiday Compensatory time. Upon

reaching the maximum of 200 hours of accumulated Holiday Compensatory time owed to the officer, the officer must and will receive Holiday Pay for each Holiday thereafter. Provided however, because *effective up to June 30, 2018*, officers were permitted to accumulate in excess of 200 hours of Holiday Compensatory time, all such Holiday Compensatory time in excess of 200 hours accrued prior to June 30, 2018 shall be "grandfathered" and remain intact for the officer's use or "cash out" as set forth above, notwithstanding the "cap" established as of July 1, 2018. That is, effective as of July 1, 2018, any officers who had already accrued and accumulated in excess of 200 hours of Holiday Compensatory time shall be grandfathered and shall NOT lose or be required to immediately "cash out" or "run out" said grandfathered excess Holiday Compensatory time. In the event an officer uses his/her grandfathered accumulated Holiday Compensatory time and his/her accumulated amount falls below 200 hours, then he/she shall only be permitted to again accumulate up to the maximum of 200 hours of accumulated Holiday Compensatory time.

DEFINITION OF WORK SCHEDULES, OVERTIME AND CALL BACK PAY

SECTION 5.

- A) The regular work schedule for PAL, Prosecution, Detective Captain, Administrative Services Division - Day Shift, Day Shift Patrol Captain, Operations Major, Administrative Major, Officer in Charge of the Community Services Division, Community Services Division Sergeant – Day Shift, School Resource Officer, Special Operations Group, and Professional Standards Division shall be five (5) consecutive days of work followed by two (2) consecutive days off. The regular work schedule for all other members of the Department shall consist of four (4) consecutive days of work followed by two (2) consecutive days off. The regular workday for the members of the Department shall consist of eight (8) hours.

The Chief reserves the right to change the regular work schedule for the Community Services Division Sergeant from a schedule of five (5) consecutive days of work followed by two (2) consecutive days off, to a schedule of four (4) consecutive days of work followed by two (2) consecutive days off. In addition, the regular work schedule for any other supervisors who are working in specialized positions may be changed from a schedule of five (5) consecutive days of work followed by two (2) consecutive days off, to a schedule of four (4) consecutive days of work followed by two (2) consecutive days off, if such change is mutually agreed upon by the Chief of Police or his/her designee and the President of the Union or his/her designee.

There shall be a minimum of fifteen (15) hours' time off duty between a regularly assigned tour of duty and the beginning of the next regularly assigned tour of duty. This provision shall apply only to officers on regularly assigned platoons.

"Kelly Days". Those officers working the five (5) on and two (2) off work schedule will also be awarded an additional sixteen (16) "Kelly" days (eight [8] hours per Kelly day) to make up for the extra days worked, which Kelly Day hours may be accumulated ("Kelly Day time") and used at a later date. Prior to or upon retirement, members may use and "run out" (subject to the limitation set forth below) accumulated Kelly Day time. Provided however, and notwithstanding the two hundred (200) hour Kelly Day Time accumulation maximum set forth below, prior to or upon retirement members may only "run out" a maximum of one hundred (100) hours of Kelly Day Time, and must "cash out" and be paid for any remaining amount of Kelly Day Time above one hundred (100) hours.

However, *effective as of July 1, 2018 and thereafter*, no officer shall be permitted to accumulate more than two hundred (200) hours of Kelly Day time. Upon reaching the maximum of 200 hours of accumulated Kelly Day time owed to the officer, the officer must and will receive compensation for each Kelly Day thereafter. Provided however, because *effective up to June 30, 2018*, officers were permitted to accumulate in excess of 200 hours of Kelly Day time, all such Kelly Day time in excess of 200 hours accrued prior to June 30, 2018 shall be "grandfathered" and remain intact for the officer's use as set forth above, notwithstanding the "cap" established as of July 1, 2018. That is, effective as of July 1, 2018, any officers who had already accrued and accumulated in excess of 200 hours of Kelly Day time shall be grandfathered and shall NOT lose or be required to immediately "run out" said grandfathered excess Kelly Day time. In the event an officer uses his/her grandfathered accumulated Kelly Day time and his/her accumulated amount falls below 200 hours, then he/she shall only be permitted to again accumulate up to the maximum of 200 hours of accumulated Kelly Day time.

Daylight Savings. Any members who are working during the Daylight Savings "fall-back" time period in the Fall of any year, and who therefore work an extra "ninth" hour on their Shift, shall be compensated for the extra hour at their Overtime rate of pay. Any members who are working during the Daylight Savings "spring-forward" time period in the Spring of any year, and who therefore work a seven (7) hour shift (i.e. work one less hour on their Shift), shall be required to use one hour of accrued time in order to receive payment for said hour, or shall be required to work an additional hour after the shift.

Overtime. Any work performed for the City in excess of eight (8) hours per day or in excess of four (4) consecutive days for a four (4) day work week, or in excess of eight (8) hours per day or in excess of five (5) consecutive days for a five (5) day work week shall be paid at the overtime rate as hereinafter set forth. This section does not apply to Non-Civic special details.

- B) Members of the Department shall be compensated for overtime work in monies at the rate of time and one/half per hour at his/her regular hourly base rate of pay, in accordance with applicable state and/or federal law. Accrued overtime compensation

shall be paid to each member on a weekly basis. After the first fifteen (15) minutes of overtime duty, each member of the Department shall be compensated for one/half (1/2) hour of overtime. For the overtime hour, any time worked over thirty (30) minutes in any hour shall be compensated as one (1) full hour of overtime. Any overtime work which takes place within one (1) hour of an officer's regular shift hours shall be considered a continuation of duty. The officer in charge of each platoon and/or division, shall be responsible for recording and verifying all overtime worked by members of their respective platoon/division, and forwarding same to payroll.

Overtime Compensatory Time. The individual officer at his/her discretion may elect to take "Overtime Compensatory time", computed at the rate of time and one/half, in lieu of overtime in monies. However, no Officer shall be permitted to accumulate more than two hundred (200) hours of "Overtime Compensatory time". Upon reaching the maximum of two hundred (200) hours "Overtime Compensatory time" owed to the officer, the officer must and will receive time and one/half in monies for each period of overtime thereafter.

Prior to or upon retirement, members may "cash out" any accumulated "Overtime Compensatory time", and/or may "run out" (subject to the limitation set forth below) accumulated Overtime Compensatory Time prior to his/her retirement date. Provided however, and notwithstanding the two hundred (200) hour Overtime Compensatory Time accumulation maximum set forth above, prior to or upon retirement members may only "run out" a maximum of one hundred (100) hours of Overtime Compensatory Time, and must "cash out" and be paid for any remaining amount of Overtime Compensatory Time above one hundred (100) hours.

- C) Members of the Department called back to duty shall be compensated at the rate of time and one/half per hour with the four (4) hour minimum in effect; provided, however, that such men called back within the four (4) hours prior to their regular roll call shall be compensated at the call back rate only until such regular duty commences. The officer in charge of each platoon or division, during which said overtime is worked, shall be responsible for recording all call back time, and forwarding same to the Chief.
- D) The provisions of Section 5 as they pertain to overtime and compensatory pay shall not apply to Majors, provided however, the Chief of Police may provide the Majors with overtime pay or compensatory time off at his/her sole discretion.
- E) As of July 1, 1982, all compensatory time shall be based upon the salary of the officer when the compensatory time is earned.
- F) All Officers will be recognized for the exemplary use of sick time in the following manner:

1. Eight (8) hours of miscellaneous time for each six (6) month period that either personal sick time and/or time off for sickness in family, except in cases of documented family emergencies, is not used. The six (6) month periods will be from January 1 to June 30 and from July 1 to December 31.
 2. The Division or Platoon officer-in-charge will submit a list of eligible officers to the Administrative Major, and will be responsible for crediting miscellaneous time balances for the members of that division or platoon.
 3. Effective after February 1, 1998, officers may elect to either take any miscellaneous time awarded under this section as time off or to receive payment for such time. Such payments will be made reasonably after the end of the six (6) month period for which time was awarded.
- G) Members of the Department shall receive compensatory time for deliberations and hearings only, while serving on a Warwick Police Department Bill of Rights hearing for time outside of the officers' regularly scheduled hours. Also, officers shall be excused from duty for deliberations and hearings for Bill of Rights hearings outside of the City as long as this does not cause the call back or use of other officers at overtime rates of pay.

COURT INTERVIEW AND COURT TIME

SECTION 6.

- A) All members of the Department shall receive time and one-half in money for all "Court Time Duty" hours worked, including off duty Court interview time (i.e. Court preparation time) and Court attendance time, in excess of their scheduled work week. Officers called in for Court Time Duty shall receive a minimum of four (4) hours pay including the time spent in Court, and whether or not the Court Time duty lasts the entire four (4) hours. Provided however, with respect solely to attendance in Warwick Municipal Court, if the Court appearance requires less than four (4) hours, the officer must contact the Officer-In-Charge for assignment, and the Officer-In-Charge must assign the officer to an assignment for the duration of the four (4) hours. Officers who return to work for the duration of four (4) hours will not be required to put on their regular uniforms but may wear the civilian clothes worn to court (if applicable). The four (4) hours of work shall begin when an officer reports to the police station to pick up evidence, when officers are so required. Otherwise, the four (4) hours shall begin at the appointed time for the beginning of court. For attendance in Warwick Municipal Court, the officer may, at his/her option, elect to take the greater of two (2) hours pay or the actual time spent in Court in lieu of four (4) hours of assigned work.
- B) For all time spent as a witness or a party at Court interviews, Court appearances in any Court of Law, Hearing Boards of the Department, Internal Review Boards, Registry of

Motor Vehicle hearings, State and Liquor Board hearings, and any appearances before the Board of Public Safety for testimony in any investigation by that body, so long as the hearing relates to a matter concerning the officer's performance and/or duties as a Warwick police officer, paragraph (A) above shall apply. Notwithstanding the foregoing, if the officer appears as a defendant or respondent with regard to a matter for which he/she has accepted discipline, he/she shall not be paid for his/her appearance. In addition, if disciplinary charges are pending against an officer for a matter in which he or she appeared as a defendant or respondent, he or she shall not be paid for said appearance, provided however, if said officer is subsequently exonerated, said officer shall be paid for said appearance as provided above in this Section 6(B). If disciplinary charges are subsequently brought against an officer for a matter in which he/she appeared as a defendant or respondent, and for which appearance he or she was paid, the board hearing said charges shall be informed that the member was paid for his/her appearance and that if the officer is found guilty of disciplinary charges, the board may consider the money which the City has lost as a result of said payment in structuring the sentence imposed upon the officer. Also, with the exception that a member may volunteer to appear before the Board of Public Safety without compensation.

- C) Retirees of the Department shall receive time and one-half of the pay of the rank they had attained just prior to retirement for actual time spent as a witness at court relating to the retiree's duties while an active member of the Department.
- D) No member of the Department shall be required to appear in uniform before a Grand Jury, or hearings before District, Family or Superior Courts, unless upon a charge of assault upon a uniformed Police Officer; but such members of the Department shall be required to appear in uniform at any trial by jury.
- E) No member of the Department, for the purpose of court appearances, shall have his/her normal work hours altered, changed or rescheduled for appearances, unless those appearances run more than two (2) working days consecutively in any calendar month. After an officer appears in court for two (2) consecutive days during any calendar month, the Administration may alter or shift his/her schedule to suit its needs, as in the case of lengthy trials.

PERSONAL LEAVE

SECTION 7.

Personal leave shall be granted for the following reasons:

- A) Attendance upon members of the immediate family of the employee whose illness requires the care of such employee for a period not to exceed twenty-four (24) consecutive hours. The Chief has the authority to grant additional time off on a need basis. (Employees shall be required to sign an affidavit stating that there is no possible way to make other arrangements.)

- B) In case of the death of mother, father, mother-in-law, father-in-law, wife, husband, child, brother, sister, grandparent, or, in cases of other members of the employee's immediate family with the approval of the Chief, each employee covered by this Agreement shall be entitled to a leave of absence with pay from the time of notification of death to and including the day following the burial of the deceased except in cases where unusual travel distances exist, such period may be extended up to four (4) days, or more if needed.
- C) In the case of death of relatives other than as provided in paragraph (B) above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral or wake of said person, at the election of the officer, if the leave is first approved by the Chief.
- D) Other Special Leave

REASON	AMOUNT	COVERED INDIVIDUALS
Wedding	3 days	Employee
Wedding*	1 day	Son, Daughter, Brother, Sister, Father, Mother, brother-in-law, sister-in-law

* 3 days if unusual travel distances exist.

- E) **Personal Days.** Members shall be allotted one (1) Personal Day per year. No specific reason shall be deemed necessary for a member's use of a Personal Day. However, a member must give notice of his/her intent to use a Personal Day at least eight (8) hours prior to the beginning of his/her shift, in order to use said Personal Day.

Notwithstanding the foregoing, Personal Days may be granted on the following days only at the discretion of the Chief, subject to written request to the Chief at least ten (10) days in advance:

July 3rd, 4th, 5th	-	All Shifts
Thanksgiving	-	All Shifts
Christmas Eve	-	All Shifts
Christmas Day	-	All Shifts
New Year's Eve	-	Night Shifts
New Year's Day	-	Day Shift
NFL "Super Bowl Sunday"	-	Night Shifts

Moreover, the Chief may deny a member's use of a Personal Day in the event of a specific documented emergency situation and/or an emergency mobilization of manpower for a specific event.

Members will not be allowed to use Personal Days on those days when they are required to perform other police duties (e.g. court appearance) except for Special Details.

SALARIES

SECTION 8.

A) Salaries for the members of the Police Department shall reflect the following salary increases during the period of this Agreement:

- **7/1/21:** 2.75% salary increase
- **7/1/22:** 3.75% salary increase
- **7/1/23:** 3.75% salary increase

Therefore, the regular workweek salaries of the members of the Department shall be as follows:

<u>Positions</u>	<u>As of 6/30/21 :</u>	<u>7/1/21 : (2.75%)</u>	<u>7/1/22 : (3.75%)</u>	<u>7/1/23 : (3.75%)</u>
Probationary Patrol Officer	\$889.79	\$914.26	\$948.54	\$984.11
Patrol Officer Third Class	\$1,140.95	\$1,172.33	\$1,216.29	\$1,261.90
Patrol Officer Second Class	\$1,269.56	\$1,304.47	\$1,353.39	\$1,404.14
Patrol Officer First Class	\$1,434.30	\$1,473.74	\$1,529.01	\$1,586.35
Detective	\$1,549.01	\$1,591.61	\$1,651.29	\$1,713.22
Sergeant	\$1,641.90	\$1,687.05	\$1,750.32	\$1,815.95
Lieutenant	\$1,792.64	\$1,841.94	\$1,911.01	\$1,982.67
Captain	\$1,967.69	\$2,021.80	\$2,097.62	\$2,176.28
Major	\$2,095.24	\$2,152.86	\$2,233.59	\$2,317.35

B) Any member of the Department who works the Second or Third Platoons will receive a shift differential as a salary increment as follows:

- Ten dollars (\$10.00) per week for 2nd shift
- Twenty dollars (\$20.00) per week for 3rd shift.

C) Any member below the rank of Captain being the Officer in Charge of a Platoon within the Uniform Division for a shift shall be compensated at Captain's pay. Any member below the rank of Captain being the Officer in Charge of the Detective Division for a period of at least twenty-one (21) consecutive days shall be compensated at Captain's pay.

D) Upon the transfer of any officer to a position in which there is associated with the position an added increment, the officer shall immediately receive the increment. If a police officer is transferred to a position with a probationary period, this probationary status shall not delay payment of any increment for that position. The provisions of this paragraph shall not apply to probationary members of the Department.

- E) Officers who are department certified K9 dog handlers will receive \$500 dollars per year compensation for veterinarian and dog food expense, as well as any additional compensation required by state or federal laws.

SALARY STEP INCREASE PAYMENTS

SECTION 9.

Each regular permanent member of the Department shall be entitled to Step Increase payments after he/she has served as a member of the Department for a period of four (4) years, including his/her year of probation. A member must have fully completed the required years of service by October 1st in order to initially qualify for Step Increase payments or an increase in such payment (i.e., a member must have fully completed 4 years of service before October 1st to become eligible for Step Increase of 8.5% and fully completed 10 years of service before October 1st to become eligible for Step Increase of 9.5%) Payments for Step Increase shall be in accordance with the following schedule and will be added to the members annual salary so as to be included in his/her annual salary for retirement pension purposes.

Any member entitled to Step Increase payments shall be paid the same in one (1) lump sum during the month of October in each year. Any member who becomes eligible for Step Increase payment by October 1, of any year, shall be entitled to his/her Step Increase payment during the same month of said year.

Effective July 1, 1993 the Step Increase schedule shall be as follows:

Commencement of employment to and including fourth (4th) year	0.0%
Fifth (5th) year to tenth (10th) year, inclusive	8.5%
Eleventh (11th) year to fifteenth (15 th) year, inclusive	9.5%
Sixteenth (16th) year to eighteenth (18th) year, inclusive	11.5%
Nineteenth (19th) year to twenty-third (23rd) year, inclusive	12.5%
Twenty-fourth (24th) year to retirement	13.5%

MANNING

SECTION 10.

A) **Uniform Division Manning Levels:**

The parties agree that it is in their mutual best interests to have a minimum number of patrol officers and sergeants actually on duty within the Uniform Division in order to adequately and safely cover all beats within the City during each tour of duty. The parties further agree that in order to achieve this goal it may be necessary to "call back" patrol officers and/or sergeants to duty. In accordance therewith, the Chief of Police and/or his designee and the President of the FOP and/or his designee shall meet at least one (1) time per year, at a mutually agreeable time, in order to discuss and attempt to set adequate patrol officer and sergeant minimum manning levels for application in the Uniform Division during that year.

As of July 1, 2018, the parties agree that the following patrol officer and sergeant minimum manning levels are prudent and adequate for application in the Uniform Division; provided however these minimum manning levels may be changed at the discretion of the Chief of Police if, after a 3-month period of time, calls for service and/or other appropriate indicators of police activity and police manpower necessity indicate that the manpower levels should be changed:

First Platoon (Days):	12 Patrol Officers, 2 Sergeants, and 1 OIC
Second Platoon:	13 Patrol Officers, 2 Sergeants, and 1 OIC
Third Platoon:	9 Patrol Officers, 2 Sergeants, and 1 OIC.

CLOTHING AND MAINTENANCE ALLOWANCE

SECTION 11.

- A) Effective as of July 1, 2013 and thereafter, the above Clothing and Maintenance Allowance shall be \$1,450 per year, payable in cash.
- B) Equal cash payments will be made twice a year. The first payment will be made during the last week of February and the second payment during the first week of September.
- C) Members of the Traffic Division shall be allowed one (1) pair of riding or cycle boots and one (1) pair of riding breeches per year, over and above their clothing allowance, if needed as determined by the Chief.

- D) The uniforms shall be subject to quality and color control for the purpose of uniformity and appearance as determined by the Chief. If, as a result of inspection, the Chief determines that an officer's uniform does not meet Department standards in accordance with Department rules and regulations, he/she may order the officer to replace the deficient items. The officer shall bear the cost of replacement.
- E) All alterations and replacements due to promotions, and replacement of clothing damaged in the line of duty are to be paid for by the City, subject to approval of the Chief.
- F) Any major change in the Department uniform made as a result of the Chief's initiative will be paid for by the City. However, if the change is one which the membership requests and is subsequently approved of by the Chief, the change will be paid for by the membership.
- G) In the event an officer is transferred from a uniformed position to a non-uniformed position, or from a non-uniformed to uniformed position, and upon the officer's request, the Department shall advance to the officer the clothing allowance that would be due at the next scheduled disbursement date for clothing allowance. This advance will be provided to assist the officer in purchasing suitable clothes for work. Under no circumstances shall such an advance increase the officer's clothing allowance for the year. The Chief may request verification of purchases.
- H) At the officer's option, ballcaps may be worn on construction road details only. Such ballcaps are subject to the Chief's approval with respect to design and quality and are subject to the standards and requirements applicable to Department uniforms. Ballcaps must be purchased by the individual officer.
- I) For the replacement of personal items destroyed, damaged or stolen in the line of duty, the following shall apply:
 - 1. Subject to the provisions set forth in sub-paragraphs 2-4 below, members of the bargaining unit may submit requests for the replacement of personal property that has been damaged, destroyed, or stolen in the course of the performance of his/her police duties by submitting such requests in writing to the Chief or Police or his designee.
 - 2. The member must also submit evidence of replacement value at the time of loss.
 - 3. The limit on total replacement value is limited to \$100 per item; unless the Chief of Police determines that an amount of more than \$100 for a specific requested item is reasonable.

- 4 Payment for the loss is subject to the submission of forms and approval by the Chief or his designee and no payment will be made if the loss is caused by the member's violation of Department rules and regulations.

PARADES

SECTION 12.

The City shall recognize that all parades, in or out of the City, shall be on a voluntary basis of the men/women participating.

IN-SERVICE TRAINING

SECTION 13.

- A) All members of the Department in attendance at in-service training shall be compensated at time and one/half per hour, with a minimum of two (2) hours, except when such attendance is during the hours when such member of the Department is on duty.
- B) The City recognizes that mandatory in-service training programs be adopted for members of the Department except for those members who are on vacation, who are ill or on personal leave.
- C) The City shall hold four (4) in-service training sessions per year. Topics covered by the sessions will be the choice of the Administration of the Department with the exception that one (1) session will be held during the year on a topic provided by the Lodge.
- D) Officers may take compensatory time in lieu of overtime for attending in-service training programs.

GRIEVANCE PROCEDURES

SECTION 14.

- A) Should differences arise as to the meaning and application of the provisions of this Agreement, a grievance may be filed by the Lodge and, an earnest effort shall be made to resolve the same by the following procedures.

STEP 1. A representative of the Lodge, shall present the grievance in writing, to the appropriate Captain or Major. The Captain or Major shall have seven (7) days after receipt of said grievance to act upon it.

STEP 2. If the grievance is not resolved in Step 1, a representative of the Lodge, not later than seven (7) days after the Step 1 response, shall present the grievance in writing to the Colonel. Not later than fourteen (14) days after the receipt of the grievance in Step 2, the Colonel, or his/her designee, shall meet with a representative of the Lodge to discuss the grievance. The Colonel shall give his/her written answer to the grievance within seven (7) days after such meeting, which answer shall be final and binding on the Lodge, unless it is timely appealed to arbitration by the Lodge in accordance with the procedures set forth in this Agreement.

B) If the Lodge is not satisfied with the disposition of the grievance at this point within thirty (30) days it may:

Demand that the grievance be submitted to arbitration, at which time the following procedures will follow:

- a. The grieving party shall, after so notifying the City, refer the issue to the *American Arbitration Association* or the *Labor Relations Connection*.
- b. The arbitrator shall be selected in accordance with the rules of the applicable arbitration service, either the *American Arbitration Association* or the *Labor Relations Connection*.
- c. The decision of the arbitrator, if made in accordance with the jurisdiction and authority under this agreement, will be accepted by the parties to the dispute as final and binding. The arbitrator will be bound by the labor arbitration rules of the applicable arbitration service, either the *American Arbitration Association* or the *Labor Relations Connection*.
- d. The fee of the applicable arbitration service, either the *American Arbitration Association* or the *Labor Relations Connection*, and the fees and expenses of the Arbitrator shall be borne by the losing party as specifically identified by the Arbitrator; otherwise, each party shall bear its own arbitration expenses including attorney's fees.

C) If the alleged grievance is not submitted for resolution, beginning with Step 1, within thirty (30) days of the alleged occurrence of such grievance, it shall not be considered a grievance for determination under the terms of this Agreement.

UNION REPRESENTATIVES

SECTION 15.

The Department will recognize Union Representatives as appointed by the Lodge, not to exceed two (2) from each Platoon, who may be representatives and advisors to police officers under the following conditions:

- A) This shall be at no cost to the City other than to allow time off from assigned post or duty during actual time of need.
- B) A Police Officer may request and receive the assistance of a Union Representative at any time he/she is being questioned and feels that they are being investigated. A Police Officer must be informed prior to any questioning that he/she has a right to have a Union Representative present and if said right is to be waived, it must be done in writing.
- C) When the services of a Union Representative are used, the Union Representative shall be regarded as a Representative of the Lodge, and shall have freedom of speech without regard to personal rank of parties involved. This Union Representative may speak on behalf of or advise any member under investigation.
- D) A police officer under investigation shall be limited to the services of one (1) Union Representative, but the agreement of the Chief or Ranking Officer, may substitute the Union Representative upon request.
- E) The Lodge shall supply to the Chief a list of all appointed Union Representatives , and no other person shall be recognized in that capacity. During the contractual year, changes may be made only after revising the appointment list and giving a fifteen (15) day notice to the Chief.

Nothing in this section shall limit or change the requirements of investigation as specified under State or Federal Laws.

MEDICAL BENEFITS

SECTION 16.

A) Active Members' Health Insurance Benefits.

Healthcare Plans.

The City will offer group insurance coverage generally comparable to the plan commonly known as Blue Cross Healthmate Coast to Coast. A generic list of health insurance benefits for the current insurance is attached hereto as Exhibit A, and incorporated herein by reference.

Prescription Plan.

The group health care plan shall provide a Prescription Drug rider capping members' out-of-pocket expenses for Prescription Drug costs at an annual maximum of \$300 per member and/or \$600 per family.

The group health care plan shall provide an Emergency Room co-payment in the amount of \$100.00, which co-payment shall be waived upon hospital admission in accordance with Blue Cross/Blue Shield policies.

Healthcare Savings Account ("HSA").

Effective as of January 1, 2013 and thereafter, the City shall institute and administer, through Blue Cross Blue Shield of Rhode Island, an IRS-qualified high-deductible "Health Savings Account" ("HSA") Plan with the same Blue Cross Blue Shield Healthmate Coast to Coast coverage benefits described herein, with a **\$2,000 (Individual) / \$4,000 (Family)** annual (calendar-year based) Deductible applicable to all covered Healthcare Services.

As of January 1 of each Calendar Year, the City shall fully fund each Member's HSA Deductible Account (i.e. with \$2,000 for Individual Plans and \$4,000 for Family Plans).

HSA-Deductible Reimbursement/Healthcare Contribution Payments.

Commencing as of January 1 of each Calendar Year and on a weekly basis throughout the calendar year, Members shall "reimburse" the City for part of its HSA Deductible Account funding through the payment of a weekly Pre-Tax Payroll Healthcare Contribution payment in an amount equivalent to 20% of the fiscal year's Healthcare Costs for Active Members of the FOP, capped however as set forth below:

As of July 1 of each Calendar Year, Members' HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount shall be re-calculated to be equivalent to 20% of the previous year's Healthcare Costs for Active Members of the FOP, capped however at no more than a 5% increase in the Contribution payment amount each year (if any

increase is required).

Members' HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution amounts shall be as follows in this 7/1/21 to 6/30/24 Collective Bargaining Agreement:

- **As of 6/30/21:** As of the end of the 7/1/20-6/30/21 Contract Year, the HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount was set at \$31.34/week for Individual Coverage and \$75.23/week for Family Coverage, which equated to \$1,629.68/year for Individual Coverage and \$3,911.96/year for Family Coverage.
- **7/1/21 - 6/30/24:** Effective as of 7/1/21 and through 6/30/24, the HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount shall remain at \$31.34/week for Individual Coverage and \$75.23/week for Family Coverage, which equates to \$1,629.68/year for Individual Coverage and \$3,911.96/year for Family Coverage.

B) **Maternity / Paternity Benefits.**

The Department agrees that it will conform to the provisions and benefits of the federal law, commonly known as the Family & Medical Leave Act. However, the benefits under this Section shall be at least equal to those benefits provided under the collective bargaining agreement which was in effect from July 1, 1991 through June 30, 1993.

Moreover, upon the birth or legal adoption of a child, a member shall be granted the option of taking up to three (3) days of paid "Special Maternity/Paternity Leave.

C) The City agrees to provide and pay for annual EKGs for the members of the Department.

D) **Heart Attacks and Hypertension.**

Whenever a member of the Department suffers a heart attack or is suffering from hypertension, it shall be presumed that either of said conditions was caused as a result of the member's duties as a Police Officer and he/she shall be entitled to all of the foregoing benefits set forth in this Agreement. This section shall apply to any member of the Department who suffers a heart attack or is suffering from hypertension whether or not said condition occurred while the member was actually on a tour of duty.

E) **Medical Expenses for Members Family.**

The City agrees to pay for all expenses for inoculation or immunization shots for the family of a member residing in his/her household when such becomes necessary as a result of said member's exposure to contagious diseases where said exposure to said diseases occurred in the line of duty.

F) **Active Members' Dental Insurance Benefits.**

All members of the Department, and their respective families, shall be covered by Blue Cross Dental, level four (4), or a substantially equivalent plan to be chosen through the normal bidding procedures by the City. The City agrees to pay the full cost of such coverage for each member. The dollar coverage for Levels I, II, and III will be \$2000.00. The dollar coverage for Level IV will remain at the standard \$1,200.00 lifetime amount.

G) **Retired Members' Dental Insurance Benefits.**

The City agrees to provide dental benefits (individual and/or family) to retired members of the Department, prospectively from the date of the Arbitration Award, that are equivalent to Blue Cross Dental Level Two. In the event, however, a retired member of the Department has identical dental coverage paid for by his/her employer, or is a named insured under a spouse's dental plan which is identical to that awarded here; then, that retired member shall not be entitled to the dental benefits as awarded herein. The cost for this dental plan shall be borne solely by the City. Effective 7-1-87 members who were eligible for dental coverage up to level II will be able to purchase at their expense (to be deducted from pension check) coverage to level IV (i.e., both level III and Level IV together).

H) **Retired Members' Health Insurance Benefits.**

The City will provide retired members of the Warwick Police Department with individual or, for those retirees with eligible dependents, family medical insurance until such member becomes Medicare-eligible or reaches the age of Medicare-eligibility. The medical insurance coverage (i.e. Healthcare Plan) provided under this section shall be the same coverage provided to members of the FOP, pursuant to this collective bargaining agreement between the City and the Lodge (i.e. a Healthcare Plan generally comparable to the plan commonly known as Blue Cross Healthmate Coast to Coast or generally comparable to the plan commonly known as Blue Cross Classic Blue). However, Retired Members' Healthcare coverage shall not be subject to or administered by an HSA Plan.

Provided however, all members of the bargaining unit who were hired by the Police Department **on or after July 1, 2015**, and who either retire on a regular pension after becoming eligible to retire or who retire on a non-job-related disability pension after the

required number of years of service to qualify for Retiree Healthcare coverage, shall receive the same Retiree Healthcare coverage and benefits provided under this Section (H) (i.e. the Retiree Healthcare Plan with Prescription Drug rider described in this Section [H]) but for individual coverage only. Such retired members will be allowed to purchase, at the retired member's expense, spousal or family coverage at the City's rate. Any members of the bargaining unit who were hired by the Police Department on or after July 1, 2015 and who retire on a job-related / service-connected disability pension, shall be eligible to receive individual, spousal, or family Retiree Healthcare coverage.

For purposes of the foregoing paragraph, the phrase "members of the bargaining unit who were hired by the Police Department on or after July 1, 2015" shall not include any individuals who, as of May 1, 2015, had already applied for employment with the Police Department and commenced the hiring process (i.e. those individuals who had already submitted Applications in reliance upon benefits advertised prior thereto).

Notwithstanding the foregoing, in the event that a retired member of the Warwick Police Department and/or his or her spouse has comparable medical insurance available from and comparably paid for by another employer or former employer, then that retired member and/or his or her spouse, shall not be entitled to medical insurance coverage set forth herein. Such alternative comparable coverage shall be deemed to be available to the retired member and/or his or her spouse in the event the retired member and/or his or her spouse decline to elect such coverage for any reason where it is available, including, but not limited to, declination in order to take advantage of a dual-coverage bonus or other compensation for seeking coverage from another source such as the City. However, if the coverage obtained elsewhere becomes no longer available, coverage through the City shall resume upon notification by the retired member or his or her spouse.

The health insurance plans provided to Retired Members shall provide a Prescription Drug rider capping members' out-of-pocket expenses for Prescription Drug costs at an annual maximum of \$300 per member and/or \$600 per family.

Retired Members covered by a City health insurance plan shall not be required to pay a Health Insurance Contribution Payment, such as the payment required of Active Members.

After a retired member becomes Medicare-eligible, the City shall provide said retired member with an individual plan and for those retirees with eligible spouses, additionally, a spousal Medicare Supplement plan under Blue Cross Blue Shield Group Plan 65 Medicare Supplemental coverage with a corresponding Prescription Plan.

I) **Aids/Aids Virus - Presumption of Disability**

The disability of a member of the Department as a result of contracting AIDS/Aids Virus, shall be presumed to be a job-related disability unless a non-job related cause is established by the City, provided the member of the Department satisfies all of the following conditions precedent:

1. Have a blood test for AIDS/Aids Virus, with negative results, within ninety-six (96) hours of the time that the member, while on duty, comes in contact with a person who is later or may have been diagnosed as having AIDS under circumstances where the member has been subject to a percutaneous or mucus membrane exposure, e.g. bite, splash over open wound, broken skin or such membrane; by blood or body fluids of the person who tested positive for AIDS, where the exposure is of a type to permit transmission of the AIDS virus, if it was present in the person's fluid.
2. File a Departmental report within forty-eight (48) hours of the exposure, identifying the party to the exposure, the witnesses, the time, place and nature of the event, and specifically how the exposure occurred.
3. All tests will be coordinated by a physician selected by the Board of Public Safety, who will disclose the results to the employee, the Chief, the Board of Public Safety and its agents.

J) **Health Insurance for Widows/Widowers of Active and Retired Employees**

The spouse of any active duty or retired member who dies for any reason shall receive the health care that was provided by the City to said active duty or retired member prior to his/her death, until the spouse remarries, becomes eligible for comparable health care elsewhere, or becomes Medicare-eligible or reaches the age of Medicare-eligibility.

K) **Coverage for Members' Civil Union Partners**

Effective as of July 1, 2012, any Member's legal Civil Union partner shall be provided Healthcare coverage under the Member's Family Coverage Healthcare Plan in accordance with applicable Rhode Island Laws.

TIME OFF WHILE PERFORMING F.O.P. DUTIES

SECTION 17.

- A) All members of the Department who are Officers of the Lodge, or who are appointed as members of the legislative committee of the said Lodge, but not to exceed five (5) in number, shall be allowed time off, with pay, for attendance upon official Lodge business in negotiations, and/or conference with the City. The President of the Lodge, or his/her designee, shall be allowed time off, with pay, for attendance at grievance and/or disciplinary arbitrations, as well as attendance at court proceedings involving the Lodge or its members and the City. Attendance at said arbitrations and/or legal proceedings shall be subject to the prior approval of the Chief of Police.

For attendance at State Lodge business, five (5) members shall be allowed time off, with pay, as above. For attendance at National Lodge business, five (5) members shall be allowed time off, with pay, without the requirement to make up such time. A member of the Department who may also be an Officer in the State Lodge of Rhode Island Fraternal Order of Police shall be allowed time off with pay for attendance upon official Lodge business of said State of Rhode Island Fraternal Order of Police or National F.O.P. without the requirement to make up such time.

- B) The President, Vice President, Secretary, Treasurer, one (1) Union Representative and two (2) members of the Lodge Board of Directors shall be allowed time off, with pay, to attend the monthly meeting of the Lodge without being required to make up said time.

SICK LEAVE AND ON-THE-JOB INJURY STATUS SLIPS

SECTION 18.

- A) **Sick Leave.**

1. Sick Leave Status.

Members who are absent from work due to non-job related injuries or illnesses (i.e. "Sick Leave") shall not be required to submit a doctor's certificate (i.e. a Doctor's Note or Report) to his/her superiors unless he/she is absent from work for more than two (2) consecutive days (i.e. a doctor's certificate is required for three (3) or more consecutive days); provided that any Member who has incurred eight (8) incidences of unexcused Sick Leave absences in any calendar year shall be required to submit a doctor's certificate for any additional Sick Leave absences of any duration for the remainder of that calendar year (for purposes of the preceding provision, an "incidence" of unexcused Sick Leave shall mean a 1-day or 2-consecutive day period of Sick Leave for which a certificate was not required). Each such certificate must state whether or not

the individual is totally or partially disabled from performing his/her normal police duties and whether or not the member is disabled from performing light duty; a general description of the nature of the injury or illness; the date(s) the physician expects the member to be out of work (if known), and the date the physician expects the member to be back to work (if known).

The Department and its members and representatives shall comply in all respects with applicable state and federal laws regarding the use of and disclosure of any confidential healthcare information in the implementation of these Sick Leave provisions, and shall in all respects guard the privacy of the Members' confidential healthcare information.

2. Updates on a Member's Sick Leave Status.

Any Member on Sick Leave Status shall be obligated to contact his/her Commanding Officer (or his/her designee) via telephone, e-mail, or in person at least once every thirty (30) calendar days in order to update the Department as to his/her status. Furthermore, at least once every ninety (90) calendar days said Member shall cause to be submitted to the applicable Department representative a medical letter or medical report from his/her treating physician regarding his/her Sick Leave status, again stating whether or not the Member is totally or partially disabled from performing his/her normal police duties and (if requested by the Department (see the below paragraph) whether or not the member is disabled from performing light duty; a general description of the nature of the injury or illness; the date(s) the physician expects the member to be out of work (if known), and the date the physician expects the member to be back to work (if known).

Additionally, after the initial twenty one (21) calendar days the Department may send, via certified mail, the medical evaluation for light duty status to the Members treating physician.

The member's failure to either contact his/her commanding Officer (or his/her designee) once every thirty (30) calendar days, and/or to cause the submission of a medical update to the Department at least once every ninety (90) calendar days, may cause the immediate suspension of Sick Leave pay. However, if the Member cures said failure(s) at any time thereafter, the payment of Sick Leave pay shall again commence, with no back-payment for the time in question.

3. Department Challenge of a Member's Sick Leave Status.

At no time may a representative of the Department contact a member's treating physician, in writing (except the Department's mailing of the "Medical Evaluation for Light Duty Status" form), via telephone, in person, or through any other means, without the authority of the member. The member's refusal to grant said authority shall in no way affect his/her Sick Leave status. Any Department challenge or question concerning a member's Sick Leave status may only be enacted through the following process.

With respect to any Member who has been out on Sick Leave for more than twenty one (21) consecutive days, after the Department's receipt of the Member's initial medical letter or medical report from his/her treating physician, and/or after the Department's receipt of the submission of a ninety (90) calendar day Sick Leave status medical update from the Member's treating physician, the Police Department may challenge the Member's Sick Leave status through the process set forth below on the grounds that the Member is no longer incapacitated from the performance of his/her full police duties (i.e. whether the Member is capable of performing light duty or full duty police duties). Provided, however, such Department challenges may be conducted no more than one (1) time per three (3) month period.

In such case, the Department shall require the Member to be examined by a physician of the Department's choice ("Department physician"). The Department physician shall be asked to determine whether or not the Member is still incapacitated from the performance of his/her full police duties (i.e. whether the Member is capable of performing light duty or full duty police duties).

The cost of any examination by a Department physician shall be paid for by the City.

If the Department physician advises the Chief in writing that in his/her medical opinion the member is no longer incapacitated from the performance of his/her full police duties, then said member shall be informed and shall be entitled to be examined again by his/her treating physician within a reasonable period of time (e.g. 30 days). The member's treating physician shall examine said member and render his/her medical opinion with respect to whether the Member is still incapacitated from the performance of his/her full police duties or light duty. Notwithstanding, if the member has been regularly seeing his/her treating physician and/or has received a written report from his/her treating physician within ninety (90) calendar days prior to the Department physician examination, then a second examination from said treating physician is not required.

4. Medical Arbitration.

If the medical opinion of the member's treating physician is in conflict with that of the Department physician as to the question set forth above, then the member shall be required to be examined by a "Medical Arbitrator physician" for a medical arbitration examination. The Medical Arbitrator physician shall be mutually agreed upon by the member's treating physician and the Department physician. In the event the member's treating physician and the Department physician are unable to agree to a Medical Arbitrator physician, then within fourteen (14) calendar days the FOP shall name two (2) physicians and the City shall name two (2) physicians (any physician names not submitted within the 14-day period shall not be considered), and one (1) name shall be chosen by a lottery method agreed to by the FOP and the City from those named. Any Medical Arbitrator physician chosen through the above process shall be a physician who specializes in the area of the member's complaint or injury. Notwithstanding, however,

no Medical Arbitrator physician shall be a physician who has previously treated or examined the member (as a treating physician or a Department physician) for the complaint or injury for which the member is seeking treatment under this Section.

The Medical Arbitrator shall examine the member and shall render a written opinion with respect to whether the Member is still incapacitated from the performance of his/her full police duties, which opinion and corresponding report shall be delivered to the Department and to the Member. The cost of any Medical Arbitrator examination shall be paid by the City.

The Member shall continue to be carried on Sick Leave status until such time as the Chief of the Police Department receives a written report from the Medical Arbitrator indicating that the member is capable of returning to work (full duty or light duty). At that time the member's Sick Leave status shall cease.

Moreover, should the Medical Arbitrator's opinion support the Member's treating physician's opinion, then the Member's Sick Leave status shall continue. In such case the Department may not challenge the Member's Sick Leave status again for three (3) months from the date of such opinion.

The opinion and results from the Medical Arbitrator shall be final and binding and shall be conclusive on the parties. For purposes of this Subsection, the terms "final and binding" and "conclusive" shall mean that neither the member nor the Department shall have the right to grieve, arbitrate, or challenge in any other way through this Collective Bargaining Agreement any report or results received from the Medical Arbitrator concerning the member's Sick Leave status.

Neither the City nor any of its representatives, nor the Union nor any of its representatives shall communicate ex parte with any Medical Arbitrator physician regarding the member's physical condition, the type or length of treatment to be provided/received, the member's capability of returning to work, and/or any other aspect of the member's Sick Leave status. If the City or any of its representatives communicates ex parte with any Medical Arbitrator physician, then the opinion of the member's treating physician shall be binding; and if the Member or the Union or any of its representatives communicates ex parte with any Medical Arbitrator physician, then the opinion of the City's physician shall be binding.

However, a designated representative of the City and a designated representative of the Union may jointly contact any Medical Arbitrator physician in order to address any questions or issues concerning the member's physical condition, the type or length of treatment to be provided/received, the member's capability of returning to work, and/or any other aspect of the member's Sick Leave status.

5. Attendance at Department Medical Examinations and Medical Arbitrator Examinations.

Department physician medical examinations and Medical Arbitrator examinations shall be scheduled during those physicians' normal business hours. A member on Sick Leave status shall as soon as possible make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time that he/she is absent from his/her tour of duty. If a Member is on paid Sick Leave status, the Member is not entitled to overtime/compensatory time to attend required physicians' examinations.

The member's failure to report to a Department physician medical examination or a Medical Arbitrator examination shall cause the immediate suspension of Sick Leave status, except in the case of a documented emergency or other reasonable cause. Furthermore, any fee charged by the physicians as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

B) Job-Related Sickness or Injuries.

1. Salary and Benefits.

Any member of the bargaining unit who is wholly or partially incapacitated by reason of injuries received or sicknesses contracted while in the performance of his/her police duties (as the term "police duties" is described below), or who suffers a recurrence of such an injury or sickness while in the performance of his/her police duties (i.e. "On-the-Job injury Leave" or "OJI Leave"), shall receive, during the period of the incapacity, all salary, wages, and other benefits to which the member would have been entitled had he or she not been incapacitated, in accordance with Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended ("R.I.G.L. §45-19-1"). Furthermore, any time lost by said member as the result of such an injury or sickness shall not be deducted from said member's sick leave.

Furthermore, in accordance with R.I.G.L. §45-19-1, any resulting medical, surgical, dental, optical, or other medical treatment expenses (including but not limited to nurses, hospital services, medicines, crutches, and apparatus) that are not covered by the member's City health care coverage (as set forth in Article XV) shall be paid for by the City within ninety (90) days from the date of billing, during the period of the incapacity or until the member is placed on disability retirement. (Such salary, wages, and other benefits, and medical care payments, shall be referred to hereinafter as "OJI benefits")

2. Police Duties.

Police duties shall include any duties that, if performed while on duty, would have been considered as part of a member's employment. Furthermore, the City agrees that an injury or sickness shall be considered "in the performance of police duties" if such injury is received or such sickness is contracted at any time while the member is actually performing police work, even if said member may not actually be on his/her regular tour of duty. The City further agrees that once a member of the bargaining unit reports for work, he/she is actually "on duty" and shall be covered under this Article for any injuries received or sicknesses contracted until the time that his/her tour of duty is completed. Provided however, the parties to this Agreement hereby agree that where an injury to a member was caused under circumstances creating a legal liability in some person or entity, other than the City, to pay damages in respect thereof, then the City shall be subrogated to the rights of the member to recover the damages from said other person or entity.

3. Reporting of Injuries or Sicknesses.

All injuries received or sicknesses contracted while in the performance of police duties (and recurrences of such injuries or sicknesses) that render a member incapacitated from performing his/her police duties shall be reported to the Police Department as soon as practicable as set forth herein. Provided, however, the failure to report an injury or sickness as set forth herein shall not, per se, bar any employee from the receipt of OJI benefits provided for by R.I.G.L. §45-19-1. Any amendments to the following reporting requirements must be negotiated by and between the parties, and may not be implemented by the City outside the scope of this Agreement.

Any member of the bargaining unit who is rendered incapacitated from the performance of his/her police duties from a line of duty injury or sickness, as described above, or from a recurrence of such an injury or sickness, shall report said injury or sickness to his/her immediate supervisor and submit an "OJI Report Form" (as provided by the Police Department) to the Division OIC as soon as practicable after he/she becomes aware of the existence of said injury or sickness.

The member shall also execute a medical release form submitted by the Department or the City authorizing the City to obtain any and all medical information from the member's treating physician and any other health care provider as defined in Section 5-37 of the General Laws of the State of Rhode Island, as amended, that is rendering treatment to the member for the sickness or injury causing the member's inability to perform his/her duties. The release shall not authorize the release of medical information for any illness or disability unrelated to the reason for the member's present disability; *provided that if such present injury is a recurrence or re-injury of a previous injury the release shall authorize the release of records relating to such previous injury*). The medical information shall not be released to any person or agency, other than the Department, without the express written consent of the affected member. The preceding sentence shall not preclude the City from submitting the medical

information to any physician or other party retained by the City to investigate a member's claim for OJI benefits.

Immediately upon the submission of the OJI Report Form and executed medical release form the member shall be carried by the Police Department on "on-the-job injury status" ("OJI status") retroactive to the date the member became incapacitated, and shall therefore be entitled to the OJI benefits described above from said date.

Where possible, a member shall immediately seek medical attention from a licensed physician and/or hospital of his/her choice for any injury received or sickness contracted as described herein. Notwithstanding, no later than two (2) weeks from the date of the member's injury, the member shall report to a licensed physician ("treating physician") and/or hospital of his/her choice for examination of said injury or sickness (unless the member secures written evidence that he/she was unable to secure a medical examination appointment within the two (2) week period); and within said two (2) week period the member shall cause to be submitted to the Department representative listed on the above-referenced medical release form and under the authority of said form, a medical letter or medical report from said treating physician and/or hospital stating the nature of the injury or sickness, the perceived causality of the injury or sickness (if determinable at that time), and the member's ability to perform his/her police duties.

The member's failure to cause the submission of the medical letter or medical report to the Department representative listed on the above-referenced medical release form within the two (2) week period (except as provided above due to the member's inability to secure a medical examination appointment) shall cause the immediate suspension of OJI benefits. However, if the member causes a medical letter or medical report to be submitted to the Department representative listed on the above-referenced medical release form at any time thereafter, the payment of OJI benefits shall again commence, with no payment of back-OJI benefits due for the time in question.

Any member shall at all times have the right to change his/her treating physician, provided he/she changes to another licensed physician.

4. Updates on a Member's OJI Status.

Any member on OJI status for any length of time shall be obligated to contact the Department representative listed on the above-referenced medical release form via telephone or in person at least once every thirty (30) days in order to update the Department as to his/her medical status. Furthermore, on at least a quarterly basis said member shall cause to be submitted to the Department representative listed on the above-referenced medical release form a medical letter or medical report from his/her treating physician regarding his/her medical status, including the member's ability to perform his/her police duties at that time and the prognosis for his/her return to full police duties in the future.

The member's failure to either contact the Department representative listed on the above-referenced medical release form once every thirty (30) days, and/or to cause the submission of a quarterly medical update to the Department representative listed on the above-referenced medical release form, shall cause the immediate suspension of OJI benefits. However, if the member cures said failure(s) at any time thereafter, the payment of OJI benefits shall again commence, with no payment of back-OJI benefits due for the time in question.

5. Department Challenge of a Member's OJI Status.

At no time may a representative of the Department contact a member's treating physician, in writing, via telephone, in person, or through any other means, without the authority of the member. The member's refusal to grant said authority shall in no way affect his/her OJI status. Any Department challenge or question concerning a member's OJI status may only be enacted through the following process.

After a member's submission of his/her initial medical letter or medical report from his/her treating physician, and/or after a member's submission of a quarterly OJI status medical update from his/her treating physician, the Police Department may challenge the member's OJI status through the process set forth below on the grounds that either: (a) the member did not sustain the injury or contract the sickness while in the performance of his/her police duties, and/or (b) the member is no longer incapacitated from the performance of his/her police duties.

In such case, the Department shall require the member to be examined by a physician of the Department's choice ("Department physician"). The Department physician shall be asked to respond to one (1) or both of the following two (2) questions, and shall render a written opinion with respect to said questions that shall be delivered to the Department and to the member:

- a. Whether, in his/her medical opinion, the member's injury or sickness was the result of the performance of the member's police duties (as the term "police duties" is described below); and/or
- b. Whether, in his/her medical opinion, the member is incapacitated from the performance of his/her normal police duties.

The cost of any examination by a Department physician shall be paid for by the City.

If the Department physician advises the Chief in writing that in his/her medical opinion the member either did not suffer a job-related injury or sickness, and/or that in his/her medical opinion the member is not incapacitated from the performance of his/her normal police duties, then said member shall be informed and shall be entitled to be examined again by his/her treating physician within a reasonable period of time (e.g. 30 days). The member's treating physician shall examine said member and render his/her

medical opinion with respect to whether the member suffered a job-related injury or sickness, and/or whether the member is incapacitated from the performance of his/her normal police duties. Notwithstanding, if the member has been regularly seeing his/her treating physician and/or has received a written report from his/her treating physician within three (3) months prior to the Department physician examination, then a second examination from said treating physician is not required.

6. Medical Arbitration.

If the medical opinion of the member's treating physician is in conflict with that of the Department physician as to either of the two (2) questions set forth above, then the member shall be required to be examined by a "Medical Arbitrator physician" for a medical arbitration examination. The Medical Arbitrator physician shall be mutually agreed upon by the member's treating physician and the Department physician. In the event the member's treating physician and the Department physician are unable to agree to a Medical Arbitrator physician, then the FOP shall name two (2) physicians and the City shall name two (2) physicians, and one (1) name shall be chosen by a lottery method agreed to by the FOP and the City from those named. Any Medical Arbitrator physician chosen through the above process shall be a physician who specializes in the area of the member's complaint or injury. Notwithstanding, however, no Medical Arbitrator physician shall be a physician who has previously treated or examined the member (as a treating physician or a Department physician) for the complaint or injury for which the member is seeking treatment under this Section.

The Medical Arbitrator shall examine the member and shall render a written opinion with respect to which of above questions that are in dispute between the treating physician and the Department physician, which report shall be delivered to the Department and to the member. The cost of any Medical Arbitrator examination shall be paid for by the City.

The member shall continue to be carried on OJI status until such time as the Chief of the Police Department receives a written report from the Medical Arbitrator indicating that the member is capable of returning to work or that the member clearly did not suffer a job-related injury or sickness. At that time the member's OJI status shall cease.

The opinion and results from the Medical Arbitrator shall be final and binding and shall be conclusive on the parties. For purposes of this Subsection, the terms "final and binding" and "conclusive" shall mean that neither the member nor the Department shall have the right to grieve, arbitrate, or challenge in any other way through this Collective Bargaining Agreement any report or results received from the Medical Arbitrator concerning the member's OJI status.

Neither the City nor any of its representatives, nor the Union nor any of its representatives shall communicate ex parte with any Medical Arbitrator physician regarding the member's physical condition, the type or length of treatment to be

provided/received, the member's capability of returning to work, and/or any other aspect of the member's OJI status. If the City or any of its representatives communicates ex parte with any Medical Arbitrator physician, then the opinion of the member's treating physician shall be binding.

However, a designated representative of the City and a designated representative of the Union may jointly contact any Medical Arbitrator physician in order to address any questions or issues concerning the member's physical condition, the type or length of treatment to be provided/received, the member's capability of returning to work, and/or any other aspect of the member's OJI status.

7. Attendance at Department Medical Examinations and Medical Arbitrator Examinations.

Department physician medical examinations and Medical Arbitrator examinations shall be scheduled during those physicians' normal business hours. A member on OJI status shall as soon as possible make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time that he/she is absent from his/her tour of duty.

The member's failure to report to a Department physician medical examination or a Medical Arbitrator examination shall cause the immediate suspension of OJI benefits, except in the case of a documented emergency or other reasonable cause. Furthermore, any fee charged by the physicians as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

C) Light Duty.

When a member has been certified by his/her physician as being unable to perform duties as a result of injury and/or illness incurred on or off the job, the City may assign such member for light duty in the Department. No officer, however, may be assigned such light duty status unless his/her treating physician has provided written confirmation of the officer's capability to perform such light duty. If a dispute arises between the officer's treating physician and the City's physician with regard to the officer's ability to perform light duty, the procedure set forth above in paragraph (B) shall be utilized and the opinion of the third physician as to the officer's ability to perform light duties shall prevail. Light duty assignments shall consist of the following: dispatch, desk clerk, N.C.I.C., records, prosecution or other functions assisting the Department in a light capacity. Such assignments shall be for a period of time as determined by the Chief, but not to exceed one (1) year. Whenever a member is performing light duty pursuant to this section, said member shall receive the base pay

for the position in which he/she is working and shall not receive any increment or other additional compensation otherwise provided herein.

- D) The Department shall not contact any member for information regarding his/her absence as a result of injury or illness between the hours of 12 midnight and 6:00 a.m.

BOARD OF PUBLIC SAFETY HEARING

SECTION 19.

No member of the Department shall serve as stenographer at the Board of Public Safety hearings when a charge against a police officer is involved. If a stenographer is necessary at such hearings, one shall be hired for the purpose, at the City's expense.

FOP MEMBER DUES DEDUCTIONS AND FOP SERVICE FEES

SECTION 20.

- A) FOP Member Dues. All regular members of the Department shall have the right, voluntarily, to join or refrain from joining the Lodge. The City shall deduct FOP dues, on behalf of each member of the Lodge, upon receipt of such Lodge members' executed lawful Dues deduction forms, as supplied by the Lodge. The City shall forward such dues deductions to the Lodge each week following the week of deduction.
- B) FOP Service Fees. For any member of the Department who chooses not to join and thus become a member of the Lodge, the Lodge may charge such member a "Service Fee" on an as needed basis and as permitted by applicable law, in accordance with the FOP's By-Laws, if said member wishes to utilize the Lodge for purposes of the Grievance Process set forth in this Agreement and/or for representation with respect to disciplinary matters, in the Lodge's capacity as the exclusive bargaining agent of all members of the Department. The City shall deduct any such applicable lawful FOP Service Fee and remit said Service Fees so deducted to the Lodge.
- C) Such members of the Department who do not join the membership of the Lodge, shall be under no other financial obligation to the Lodge other than the payment of such applicable and lawful FOP Service Fee on an as needed basis.

PATROL VEHICLE

SECTION 21.

- A) The City shall install in every police vehicle used on uniform patrol non-reflective Plexiglas, between the driver of the police vehicle and the rear seat section.
- B) Each police motor vehicle purchased shall be equipped with a spotlight.
- C) Uniformed members of the Department shall not be required to wear their service hats while operating patrol motor vehicles on duty.
- D) Any complaint on the part of a Police Officer regarding the condition, maintenance or operation of the patrol vehicle the Officer drives shall be attended to within a reasonable period of time.
- E) All police motor vehicles of the Department (cars and trucks) shall be equipped with air conditioning.
- F) No Officer will be disciplined if the Officer refuses to drive a vehicle he/she reasonably thinks is unsafe.
- G) All police units not being operated by permanent or probationary members of the Department for purposes pursuant to their employment shall bear "out of service" tags which shall be clearly displayed in a conspicuous location.
- H) All uniform Police vehicles will have a shotgun and/or rifle rack located in the vehicle.
- I) All police units, marked and unmarked, shall be required to be examined and inspected once every two (2) months so they would comply with RI General Laws 31-38-2 and 31-38-3.
- J) The City will select a minimum of three (3) vehicles per month to be inspected by the Public Works Department, or an outside authorized inspection station. The Lodge may recommend vehicles it believes should be inspected.

RIGHT TO COUNSEL

SECTION 22.

- A) Every member of the Department who shall be required to appear before the Board of Public Safety shall be entitled to the following:

1. A written notice of such appearance to be delivered to such member not less than seventy-two (72) hours prior to the time of his/her appearance.
 2. Such notice, in writing, shall contain the reason for such appearance; and should such appearance be for the purpose of hearing of any charge or reprimand, such notice shall contain full specifications of such charge or basis of reprimand.
 3. Each member of the Department shall be entitled to have present, with him/her, at such appearance or hearing as identified in subsection 2, hereof, counsel of his/her own choice, and at his/her own expense, to represent such a member at such appearance or hearing.
- B) Any member of the bargaining unit shall, if he desires, be entitled to representation by a member of the FOP Executive Board (or his/her designee) and/or by Legal Counsel when appearing in any capacity to answer questions before the Department's "Internal Affairs" unit (by whatever name or title the Department places on such unit), before the Chief of the Department, or before the Deputy Chief or any Major or any supervisor reporting directly to the Chief of the Department. The City or Department representative shall present an "*Internal Affairs Interrogation Rights Form*" to any member who is ordered to appear and answer questions (a copy of which "*Internal Affairs Interrogation Rights Form*" is attached hereto as Exhibit "B" and incorporated herein by reference).

TRANSFERS

SECTION 23.

- A) There shall be no intradepartmental transfer of any member of the Department until such member shall have served a period of at least three (3) years in the Uniform Division. Following such period of service of three (3) years, administrative transfer may be made by the Chief, at his/her discretion. Following the expiration of said period of three (3) years of service in the Uniform Division, a member of the Department desiring a divisional transfer may address his/her request for the same in writing to the Chief; and upon the occasion of an opening in said division, the Chief shall give such written request appropriate consideration. The Chief however, shall have the full authority, subject to the approval of the Board of Public Safety of the City, to make any platoon transfers in the Uniform Division, temporary transfer to any division, and temporary assignments to undercover work. The Chief shall acknowledge the receipt of any such request of any member of the Department within seven (7) days.

A temporary assignment to the Detective Division shall be a temporary assignment with a clearly designated investigatory subject and purpose. Furthermore, said temporary assignment and all work and duties associated therewith shall exist for a single period of

time which shall not exceed three (3) consecutive months in duration. Unless otherwise agreed upon by the Chief of Police or his/her designee and the President of the F.O.P. or his/her designee, any work and duties associated with said temporary assignment which cannot be completed within the three (3) month period may be completed by the member at a base rate of pay consisting of his/her normal base rate of pay plus an eight (8) percent increment.

*** SUNSET PROVISION -- REVIEW OF LANGUAGE**

It is mutually agreed by and between the City and the FOP that no later than by March 1, 2024, representatives of the Police Department Administration and the FOP shall meet to review and assess the implementation, impact, and results of the changes being made as of July 1, 2021 in the above paragraph with respect to expanding the language to permit temporary assignments to the Detective Division (as opposed to the former language permitting temporary assignments to undercover work), and that as of June 30, 2024 the changes shall "sunset" and the language in the above paragraph shall revert back to the version in effect as of June 30, 2021, unless the parties specifically agree in writing to maintain the changes for a longer period of time.

- B) All members of the Uniform Division of the Department may address a notice in writing to the Chief requesting that he/she remain on the platoon to which he/she is presently assigned, and such request shall receive approval. This shall apply for Platoon transfers only within the Uniform Division and shall not prevent the Chief from transferring said members to another Division; provided however the Chief may also temporarily transfer a member from one platoon (shift) to another for a period of time not to exceed one (1) month, subject to the following restrictions: (i) junior officers shall be the first to be transferred, (ii) such transferred officers shall be provided with at least seventy-two (72) hours' notice of the transfer, and (iii) no officer shall be required to be transferred more than one (1) time per year.
- C) When a member of the Department is transferred from one platoon or division to another and vacation time has already been chosen, no change shall be made in member's chosen dates.
- D) When promoted from the rank of Patrolman/Patrolwoman, Sergeant or Lieutenant to the next highest rank, the promoted Officer must be transferred to the third shift Uniform Division subject to Subsection B, Waivers. If a waiver is involved, the member will be transferred to the next available shift in the uniform division for a minimum of six (6) months for the ranks of Sergeant and Lieutenant, and for a minimum of three (3) months for the rank of Captain, or until based on seniority, the officer is transferred to another shift in the Uniform Division, whichever is the shortest period of time before being eligible for transfer to another division.

- E) Any member of the Uniform Division may address a notice in writing to the Chief requesting that he/she be allowed reverse transfer (i.e., 1st Platoon to 2nd or 3rd Platoon) from his/her present shift assignment to another shift and this request shall be honored immediately subject to the availability of another member willing to transfer forward. Said transfer forward shall be subject to seniority.
- F) When a member has voluntarily transferred from the uniform division to another division, and then seeks to voluntarily transfer back to the uniform division, he/she will be placed on the platoon on which there is an opening in accordance with the seniority provisions of the collective bargaining agreement.
- G) When a member has been involuntarily transferred from the uniform division to another division, and is subsequently involuntarily transferred back to the uniform division, the member may choose either to return to the platoon to which he/she was assigned prior to his/her original transfer or be placed on a platoon in accordance with the seniority provisions of the collective bargaining agreement.
- H) In the case of all other transfers not provided for above, the member returning to the uniform division shall be placed on the platoon on which there is an opening in accordance with the seniority provisions of the collective bargaining agreement.

LIABILITY INSURANCE

SECTION 24.

The City will maintain a contract of liability insurance with a reputable insurance company to cover charges or claims lodged against any member of the Department for assault, false imprisonment, brutality and the like. Such coverage shall be provided at no cost to the members of the Department.

QUARTERLY MEETINGS

SECTION 25.

The Board of Public Safety agrees to meet quarterly with representatives of the Lodge for the purpose of discussing matters of interest to both parties. The request for such consultation meetings will be initiated upon written notice from the Lodge, and said written notice shall state the nature of the matter to be discussed.

MISCELLANEOUS

SECTION 26.

- A) The payment of all salary checks and separate payment checks issued to members by the City shall be made via direct deposit from the City to each member's designated account, and members shall receive digital copies of such salary checks/salary payment stubs via Department e-mail.
- B) All categories under which payments are made are to be coded by category; i.e. holiday, vacation, overtime pay and itemized on the stub of each check.
- C) Officers may carry personal firearms subject to caliber specifications and inspection by the Department. Officers also assume responsibility for the maintenance of the personal firearm.
- D) The City will continue to supply ammunition in sufficient quantity for monthly and yearly qualification.
- E) Jackets and hats shall not be required to be worn at roll call.
- F) Warwick Police Officers shall have full discretion in non-emergency situations as to whether or not the officer will take a rider on his/her or her patrol. In the case of trainees, the Warwick Police Officer shall have no discretion.
- G) Detectives Gold Badges. Detectives shall receive appropriately inscribed gold badges.
- H) No police officer shall be ordered to hand deliver so-called "mail", or any other materials except for items to be delivered to members of the Board of Public Safety. This provision shall not be construed to include subpoenas and licenses.
- I) The senior department Sergeant shall be allowed to wear on his/her uniform the three (3) chevrons with "rocker" to signify senior Sergeant. The "rank" shall be honorary and carry no pay increase. Members of the Department shall be allowed to wear "wooly pully" sweaters as outer wear at their discretion.
- J) No Officer shall be required to handle or transport dead, diseased or severely injured animals.
- K) The Department shall create and maintain a committee whose duty it shall be to devise reasonable, uniform standards for the award of commendations and to award such commendations through the Board of Public Safety and the Chief in accordance with these standards. Said committee shall consist of three (3) members: One (1) Uniform

Division Patrolman/Patrolwoman, one (1) Detective Patrolman/Patrolwoman and one (1) Uniform Division Patrol Superior.

- L) All employees covered by this Agreement shall be insured by the City for a term life insurance policy in the amount of Fifty Thousand (\$50,000.00) dollars, the premium thereof to be paid by the City.
- M) Each member of the Department shall receive an Accreditation Bonus for each year that the Department receives or retains professional accreditation, which shall be in the amount of \$750 per year, payable in two (2) payments of \$375 each as of July 1 and January 1 of each Contract Year.
- N) The City shall place a scanned PDF version of the final ratified and executed Collective Bargaining Agreement document by and between the parties on the Police Department "shared user drive", within sixty (60) days from the final execution of a ratified Agreement
- O) The City will provide gloves and other necessary equipment to assist in the prevention of "AIDS" disease.
- P) The Chief shall establish a stress management policy and the Chief along with the President of the Lodge shall mutually agree upon the officer or officers who shall act as peer support officers. Any conversations or verbal or written communications by and between any peer support officers and any Member of the bargaining unit shall be treated as strictly confidential and privileged for any purpose, including but not limited to purposes of evidentiary or witness testimony; except to the extent that disclosure of such communications or related information is deemed necessary to avoid or prevent imminent danger or harm to any person(s).
- Q) Any member below the rank of Lieutenant who is not involved in a motor vehicle accident while on duty during a calendar year (January – December), and who has not been absent from duty due to sick leave and/or on-the-job injury leave only for more than one hundred and eighty (180) days during said calendar year, shall be awarded one (1) day off with pay at his/her choosing.
- R) Member of the Department shall be responsible for providing their own meals while on duty at all times.
- S) A committee comprised of the Major Operations Bureau Commander, the Officer in charge of the Field Training Officer ("FTO") program as designated by the Chief of Police, and two (2) Officers selected by the Lodge, will be maintained to review the FTO Program. Said committee will meet at least twice a year. Any revisions or recommendations for the FTO Program are subject to the approval of the Chief of Police.

DISCIPLINE

SECTION 27

- A) Any suspension of ten (10) days or more shall remain on the Officer's personnel record for five (5) years. If there are no further disciplinary probations or suspensions, it will then be expunged. Any suspension of less than ten (10) days, if there are no further disciplinary probations or suspensions, will be expunged after two years.
- B) Any summary discipline imposed on a member must be made within thirty (30) days after the completion of the investigation into the officer's misconduct.
- C) The Accident Review Board will review motor vehicle accidents involving members of the Department and will make its recommendation to the Chief of the Department within fifteen (15) days of the occurrence of said accident. Any summary discipline imposed on a member as a result of a motor vehicle accident must be made within thirty (30) days of the recommendation by the Accident Review Board.
- D) Any and all evaluations, comments or remarks which are to be placed in the official file of the member are to be viewed and signed by the member, and a copy thereof shall be given to the member.
- E) The City hereby acknowledges and agrees to implement and follow all of the terms and provisions of the *Rhode Island Law Enforcement Officers' Bill of Rights*, set forth in Rhode Island General Laws §42-28.6 *et seq.*, and any amendments thereto. Thus, disciplinary action against any permanent/non-probationary Police Officers covered by this Agreement shall be in accordance with said *Rhode Island Law Enforcement Officers' Bill of Rights*, including the right to file grievances pursuant to the applicable provisions set forth in §42-28.6-13 and the grievance provisions set forth in this Agreement.

PROMOTIONAL PROCEDURES

SECTION 28

Any vacancy in a superior Officer rank which is created by retirement, dismissal, expansion, advancement, or transfer, must be filled from the appropriate eligibility list within fifteen (15) days after said vacancy occurs. For purposes of the date of the creation of a vacancy in a superior Officer rank by the retirement of a superior Officer under the preceding sentence, the effective date of the vacancy shall be the date of the Board of Public Safety's acceptance and approval of the retiring member's "intent to retire" notice, which notice shall state the date on which he/she intends to stop working within the Police Department. The date of approval by the Board of Public Safety shall occur prior to the retiring member "running out" all applicable

accrued Vacation Days, Overtime Compensatory Time, Holiday Compensatory Time, Kelly Day Time, or any other applicable accrued time under this Agreement and subject to the "run out" limitations set forth in this Agreement, and thus said date of the creation of a vacancy shall be before the retiring member "runs out" any accrued Time prior to his/her actual retirement date.

If no eligibility list is in effect, one must be created by use of a written test and oral interview, within sixty (60) days. However, vacancies which occur in the Major rank will be filled by the Board of Public Safety upon recommendation of the Chief.

A) The following promotional procedure shall be followed for all members up to and including the rank of Captain. This procedure shall not apply to promotions above the rank of Captain.

1. The number of eligible candidates to be placed on the final promotional list shall be posted prior to the administration of the oral examination. The promotional list shall remain in effect for a period of two (2) years, unless first exhausted. Only those Officers eligible on the date the list for the applicable rank runs out either because it has been exhausted or expires by its terms, will be allowed to take the promotional exam.

In addition, the following is a schedule of the number of years an individual must serve before being eligible to take the promotional exam for the rank in question:

<u>RANK</u>	<u>YEARS OF SERVICE</u>
Detective	Three (3) years of service on the Department
Sergeant	Five (5) years of service on the Department
Lieutenant	Two (2) years of service as a Sergeant
Captain	One (1) year of service as a Lieutenant

2. Oral Interviews.

- a. Oral interviews shall be conducted prior to the written examination. The oral interview shall account for a maximum of 20 points. Of the maximum 20 points, the Oral Interview Board may award a maximum of 15 points and the Chief may award a maximum of 5 points. The point-scoring system utilized to determine the above-described points (i.e. 5 points for the Chief and 15 points for the Oral Interview Board) shall be set forth in writing by the Department and provided to each member of the Oral Interview Board prior to the commencement of the oral interviews. A copy of the written point-scoring system shall also be provided to the President of the FOP prior to the commencement of the oral interviews.

- b. The Oral Interview Board shall be composed of three officers from other departments in addition to the Chief. Officers selected for Sergeant Oral Interview Boards shall have held the rank of Sergeant for at least two years or be of a higher rank than Sergeant. Officers selected for Oral Interview Boards for ranks above Sergeant shall have held said rank for at least one year or hold a higher rank. Oral Interview Board members shall be chosen as follows: one member to be chosen by the Chief; two members to be chosen by the Chiefs of other Rhode Island Police Departments, such departments to be selected by the Chief.
- c. Factors to be considered by the Oral Interview Board shall include the following: education, service ratings, experience in rank, appearance, presentation, demeanor, service record and other factors deemed relevant by the Board; provided however in no event shall the Oral Interview Board question any interview candidate concerning his/her prior or current use of sick time and/or on-the-job-injury ("OJI") leave. To that end, prior to the commencement of the oral interviews the Chief will instruct each member of the Oral Interview Board not to question any interview candidate concerning his/her prior or current use of sick time and/or OJI leave. The above-referenced prohibition against questions concerning a candidate's prior or current use of sick time and/or OJI leave shall not restrict the discretion of the Board to question a candidate on the other factors described above, including questions regarding a candidate's current ability to perform the essential job functions of the rank which is the subject of the promotional list under examination.
- d. The point results awarded by each Oral Interview Board member for an oral interview candidate shall not be discussed with any other member of the Oral Interview Board or with the Chief prior to, during, or subsequent to the oral interview; and each Board member's point results shall be set forth in writing and sealed, as set forth further below. The aggregate written point results of the oral examination shall be posted prior to the administration of the written examination. A member who so desires shall be entitled to a meeting with the Chief of the Department, in accordance with paragraph (f)(3) hereinafter, who shall provide the member with an explanation, with respect to each Board member, of all areas where the Officer may have been deficient in the oral interview portion of the examination as detailed in paragraph (c).
- e. The City and the Lodge acknowledge that promotional interviews are, by their nature, subjective processes. As such, all substantive matters relating to the interview process and ranking of Officers by the Oral Interview Board shall not be subject to the grievance and arbitration

process. Purely technical, procedural aspects of the process, however may be subject to the grievance process.

- f. All oral interviews conducted pursuant to this Sub-section (A)(2) shall be conducted, videotaped, and audiotaped in accordance with the following parameters, in addition to any other parameters set forth elsewhere in this Sub-section (A)(2)(a-f):
 - (i) As soon as the oral interview candidate enters the interview room, a member of the Department designated by the Chief of the Department and agreed upon by the President of the Lodge or his/her designee shall commence the videotaping and audiotaping of the candidate's oral interview by the Oral Interview Board. The audiotaping of said oral interview shall be conducted on an audiotape machine separate from the videotape machine. The President of the Lodge or his/her designee may also accompany said Department designee in commencing and completing the oral examination videotaping and audiotaping process. A new, separate videotape and audiotape shall be utilized by said Department designee for each individual oral interview. The Department designee and the Lodge representative, if present, shall leave the interview room prior to the beginning of the oral interview, and shall be summoned to end the videotaping and audiotaping immediately after the oral interview has been completed. No other aspects of the oral interview process shall be videotaped or audiotaped.
 - (ii) Immediately after the videotaping and audiotaping of a candidate has ended, the videotape and the audiotape shall be sealed by both the Department designee responsible for the videotaping and audiotaping of the oral interview and the oral interview candidate. As soon as all the members of the Oral Interview Board have completed their written point results, those written point results shall be sealed by the Chief of the Department and delivered by the Chief to the Department designee responsible for the videotaping and audiotaping and to FOP designee, if present, prior to the next candidate's oral interview. The sealed point results shall be opened only for aggregate scoring purposes. Thereafter, the sealed videotapes, the sealed audiotapes, as well as the sealed written point results of each candidate shall be maintained in the office of the Chief of the Department for a period of thirty (30) days following the date of the publication of the final aggregate written point results of the oral interview. The subject videotapes, audiotapes, and written point results of each

member of the Oral Interview Board shall be destroyed after the thirty (30) day period.

- (iii) During said thirty (30) day period, a candidate who so desires shall be entitled to a meeting with the Chief of the Department who shall provide the candidate with an opportunity to view his/her oral interview videotape and/or to listen to his/her oral interview audiotape and/or to receive an explanation from the Chief of the Department, with respect to each Board member, of all areas where the Officer may have been deficient in the oral interview portion of the examination as detailed in paragraph (c). No candidate or other member may view any other candidate's oral interview videotape or listen to any other candidate's oral interview audiotape.

The candidate may be accompanied by a representative of the Lodge, designated by the President of the Lodge, during the viewing of his/her oral interview videotape and/or while listening to his/her oral interview audiotape. In addition, said candidate may authorize a representative of the Lodge, designated by the President of the Lodge, to view said videotapes and/or to listen to said audiotapes and/or to receive said explanation without said candidate's presence. Said authorization shall be in writing, and a copy shall be provided to the Chief of the Department. Finally, a representative of the Lodge, designated by the President of the Lodge, shall be permitted to view a breakdown of the calculation of the candidate's final aggregate written point results from the oral interview, in order to verify compliance with applicable provisions of this Collective Bargaining Agreement; provided however, the individual Oral Interview Board members who awarded the specific scores shown to said Lodge representative shall only be identified as "Board Member #1 scores", "Board Member #2 scores", and "Board Member #3 scores".

3. **Written Examinations.**

The written examination shall be obtained from any recognized police testing service and administered and graded by the City, and areas of questioning shall be taken from one (1) or more of the following five (5) sources: (1) Titles 11 and 12 of the Rhode Island General Laws; (2) Titles 3 and 31 of the Rhode Island General Laws; (3) City of Warwick Ordinances associated only with police-related matters; (4) the Department's Accreditation manual (Rules and Regulations); and (5) a source to be determined by the City. A perfect score on this examination will be eighty (80) points.

A reading list of general topics and sources shall be distributed to all members eligible to take the examination. This shall be supplied a minimum of ninety (90) days prior to the administration of the examination unless time is of the essence and, in the view of the Chief, it is necessary to hold the promotional examination in a shorter period of time.

a. Communications with the police testing service.

As soon as a police testing service has been contracted to formulate and administer the written examination, the Department shall create and maintain a written or electronic log documenting the dates of, the subject of, and the names of the parties to all verbal or written communications between the police testing service and the Department which occur at any time until the examination process has been completed.

Upon written notification from the President of the Lodge or his designee to the Chief of the Department or his designee, a representative of the Lodge shall be permitted to view the communication log maintained by the Department at any time during or after the examination process. Said Lodge representative, in the presence of a designee of the Department who is authorized to contact the police testing service, shall be permitted to communicate with the testing service in order to verify any and all entries set forth in the communication log. Any Lodge representative who views the communication log shall record in the log his/her initials and the date on which he/she viewed the log; and any Lodge representative who communicates with the police testing service shall record in the log his/her initials and the date on which he/she communicated with the service.

b. Delivery and distribution of the reading list.

The reading list of general topics and sources referred to above shall be delivered to the Police Department via a secure online electronic transmittal service, and shall be maintained by the Department in a secure password-protected digital format until the date on which the reading list is scheduled to be distributed by the Department to all candidates.

c. Delivery of the written promotional examination.

The written examinations referred to above shall be delivered to the Police Department via a secure online electronic transmittal service, and

shall be maintained by the Department in a secure password-protected digital format until the date on which the examination is scheduled to be administered by the Department to all eligible candidates for the promotional examination.

On the date on which the written examination is scheduled to be administered, representatives from both the Department and the Lodge shall access and print (if necessary) the promotional examination and the examination shall be administered immediately thereafter.

- d. Final grades from the written examination shall be supplied to the Lodge.
- e. The lodge shall be allowed to observe and assist in the administration and grading of the written portion of the examination.
- f. Written Examination Results "Review Period".

The Department shall permit a written examination "Review Period" after the preliminary results of the examination have been provided to the members who took the examination, but before any Promotional List has been finalized and posted. That is, after the written examinations have been graded and the results have been received by the Department, said written examination results shall be made available to any member who took the examination for purposes of reviewing such results, for a period of fourteen (14) days (i.e. the "Review Period").

If, after the 14-day Review Period, a member disputes the correction and/or answer of a promotional examination question(s), said member shall submit a written appeal and explanation of said dispute, to the Chief or his designee, within one (1) week from the end of the Review Period. The member shall also submit a copy of said appeal and explanation to the Union. The written appeal and explanation shall set forth the member's reasoning for disputing the correction and/or answer of the promotional examination question(s), and shall cite any applicable source material supporting the member's appeal.

The Department shall submit the written appeal and explanation the Developer of the written examination within three (3) business days from the date of the receipt of the appeal from the member. The Developer of the examination shall issue a written decision within four (4) business days from the date of the receipt of the appeal from the Department. Upon the receipt of any written or verbal communication and/or decision from the examination Developer regarding the appeal, the Department shall immediately notify the Union of the communication and its

contents, and if said communication was in writing the Department shall immediately provide a copy to the Union. The decision of the examination Developer shall be final and binding upon all parties (i.e. the member, the Department, and the Union).

- B) The promotional procedure outlined above in Sub-section (A), shall be followed for the Detective Division with the following exceptions:
1. All personnel in the Detective Division as of July 1, 1987 shall be exempt from the promotional procedure.
 2. The Chief shall be able to select the final candidate from among the top five (5) candidates on the promotional list for detectives.
- C) Members of the Department first employed after 7-1-89 shall be subject to the following minimum requirements to be eligible for promotional advancement:
1. For advancement from Patrolman/Patrolwoman to Sergeant, 30 college credits;
 2. For advancement from Sergeant to Lieutenant, 60 college credits in a Criminal Justice and/or a Police Management degree program and/or a related field;
 3. For advancement from Lieutenant to Captain, 90 college credits in a Criminal Justice and/or a Police Management degree program and/or a related field;
 4. For advancement beyond the rank of Captain, a Bachelor's Degree in Criminal Justice and/or Police Management and/or a related field.
- D) Members of the Department first employed before 7-1-89 shall be subject to the following minimum requirements to be eligible for promotional advancement effective 7-1-97:
1. For advancement from Patrolman/Patrolwoman to Sergeant, 30 college credits;
 2. For advancement from Sergeant to Lieutenant, 60 college credits or no less than 45 credits with proof of enrollment for the purpose of obtaining 60 credits to a Criminal Justice and/or a Police Management degree program and/or a related field;
 3. For advancement from Lieutenant to Captain, 90 college credits or no less than 60 credits with proof of enrollment for the purpose of obtaining 90 credits in a Criminal Justice and/or a Police Management degree program and/or a related field;

4. For advancement beyond the rank of Captain, a Bachelor's Degree in Criminal Justice and/or Police Management, or an Associate's Degree with proof of enrollment for the purpose of obtaining a Bachelor's Degree in Criminal Justice and/or Police Management and/or a related field. For the purposes of Subsections (C) and (D) above, the phrase "related field" shall include the following: Administration of Justice, Criminology (Corrections), Law, Police Science, Political Science (Government), Psychology, Sociology, Social Science, Accounting, Communications, Computer Information Systems, Computer Science, Mathematics, Finance, Public Administration, Paralegal Studies, Management, and Business Administration.

Recognizing that different colleges and universities may use alternative names for the above described related fields, if an officer believes that his/her degree is equivalent to one of the above "related fields" but under an alternative name or description, he/she may request that the Chief of Police or his/her designee verify if it is equivalent. In following this procedure, the Chief of Police or his/her designee and the President of the F.O.P. or his/her designee shall contact appropriate representative of the college or university in order to obtain said verification and a decision from the college or university. All parties, including the Department, and the F.O.P., and the officer, shall be bound by said decision of the college or university.

- E) Within six (6) months from the date of promotion a member must be registered for training in a recognized course of study relating to their respective level of management, the cost of which is to be borne by the City and with the member to be excused from duty for attendance if necessary. The member shall receive additional compensation for attendance at this training should it occur on his/her days off and the City shall have the right to select the course or courses attended by the member(s).

PENSION II

SECTION 29.

The pension payments shall be in accordance with the provisions of Section 10, of the Agreement which was effective for the period of one (1) year from February 1, 1971, to January 31, 1972, and entered into by and between the City and the Lodge January 18, 1971; and as further described in Section 30 of this Agreement.

PENSION II CREDITS, VESTING, AND ADMINISTRATION

SECTION 30.

A) **Applicability.**

The so-called "Revised Pension Fund for Police Officers of the City of Warwick" (i.e. Police Pension Fund II) applies to all members of the Warwick Police Department hired on or after February 1, 1971; provided however that in the event of any inconsistencies between the provisions of the City Ordinances setting forth the so-called "Revised Pension Fund for Police Officers of the City of Warwick" (i.e. Police Pension Fund II) and the provisions of this Collective Bargaining Agreement, the provisions of this Collective Bargaining Agreement shall prevail.

B) **Vesting and Eligibility for Pensions - Members Hired Prior to July 1, 2012.**

Upon the completion of ten (10) years of service with the City's Police Department, members of the Police Department shall become vested in their right to receive a service pension from the Police Pension II Fund. Therefore, any member of the Department who retires with the (10) or more years of service with the Police Department shall be entitled to retire and receive (when eligible, as set forth herein) a service pension from the Police Pension II Fund at the applicable service pension accrual rates set forth in Subsection (C) below. Any member who retires with less than ten (10) years of service shall not receive a service pension from the Police Pension II Fund, but shall receive his/her pension contributions back, without interest.

Any member of the Police Department who was hired prior to July 1, 2012 and who retires with at least twenty (20) years of service shall be entitled to retire and begin receiving his/her pension immediately upon such retirement. Should any vested member of the Police Department who was hired prior to July 1, 2012 retire with less than twenty (20) years of service, the payment of his/her service pension benefits from the Police Pension II Fund shall commence only after the date on which said member would have completed twenty (20) years of service had the employee continued as a member of the Department notwithstanding the age of the retired member.

Unless otherwise stated, for purposes of the pension eligibility provisions and pension accrual rates set forth in this Section 30, "years of service" shall include any eligible "buy back" years established in this Agreement or in any City ordinance, resolution, or other law (i.e. Military Duty buy back years of service); provided, however, no such member shall be permitted to buy back any years of service until he/she has been employed for twenty (20) years.

Pension Accrual Rates

The amount of pension benefits payable under this Subsection (B) upon a member's receipt of a service pension shall be based upon a designated percentage (see the pension percentages set forth below) of the amount or retirement-eligible pay received

by the retiring member in his/her last full year of service. Retirement-eligible pay shall include the following: base salary, Step Increase pay, and Holiday pay. The designated percentage utilized to calculate a retiring member's service pension benefits under this Subsection (B) shall be based upon the retiring member's years of service, as follows:

<u>Completed Years of Service</u>	<u>Designated Percentage</u>
10 years	25.0%
11 years	27.5%
12 years	30.0%
13 years	32.5%
14 years	35.0%
15 years	37.5%
16 years	40.0%
17 years	42.5%
18 years	45.0%
19 years	47.5%
20 years	50.0%
21 years	52.0%
22 years	54.0%
23 years	56.0%
24 years	58.0%
25 years	60.0%
26 years	63.0%
27 years	66.0%
28 years	69.0%
29 years	72.0%
30 years	75.0%

The aforementioned pension accrual rate schedule provides for annual incremental increases of two (2%) per year between the 20th and 25th years, and for annual incremental increases of three (3%) per year between the 26th and 30th years. The calculation of a member's pension accrual rate shall be pro-rated on a daily basis in the member's year of retirement. For example, should a member retire three (3) months into his/her twenty-eight year of retirement (i.e. after the completion of 27 years and 3 months) he/she shall receive a pension accrual rate equivalent to 66% plus one quarter (¼) of the next three (3%) percent increase; or if he/she should retire nine (9) months into his/her twenty-eight year of retirement (i.e. after the completion of 27 years and 9 months) he/she shall receive a pension accrual rate equivalent to 66% plus three quarters (¾) of the next three (3%) percent increase.

C) **Vesting and Eligibility for Pensions - Members Hired On or After July 1, 2012.**

Upon the completion of ten (10) years of service with the City's Police Department, members of the Police Department shall become vested in their right to receive a service pension from the Police Pension II Fund. Therefore, any member of the

Department who retires with the (10) or more years of service with the Police Department shall be entitled to retire and receive (when eligible, as set forth herein) a service pension from the Police Pension II Fund at the applicable service pension accrual rates set forth in Subsection (C) below. Any member who retires with less than ten (10) years of service shall not receive a service pension from the Police Pension II Fund, but shall receive his/her pension contributions back, without interest.

Any member of the Police Department who was hired on or after July 1, 2012 and who retires with at least twenty-five (25) years of service shall be entitled to retire and begin receiving his/her pension immediately upon such retirement. Should any vested member of the Police Department who was hired on or after July 1, 2012 retire with less than twenty-five (25) years of service, the payment of his/her service pension benefits from the Police Pension II Fund shall commence only after the date on which said member would have completed twenty-five (25) years of service had the employee continued as a member of the Department notwithstanding the age of the retired member.

Unless otherwise stated, for purposes of the pension eligibility provisions and pension accrual rates set forth in this Section 30, "years of service" shall include any eligible "buy back" years established in this Agreement or in any City ordinance, resolution, or other law (i.e. Military Duty buy back years of service); provided, however, no such member shall be permitted to buy back any years of service until he/she has been employed for twenty-five (25) years.

Pension Accrual Rates

The amount of pension benefits payable under this Subsection (C) upon a member's receipt of a service pension shall be based upon a designated percentage (see the pension percentages set forth below) of the amount or retirement-eligible pay received by the retiring member in his/her last full year of service. Retirement-eligible pay shall include the following: base salary, Step Increase pay, and Holiday pay. The designated percentage utilized to calculate a retiring member's service pension benefits under this Subsection (C) shall be based upon the retiring member's years of service, as follows:

<u>Completed Years of Service</u>	<u>Designated Percentage</u>
10 years	20.0%
11 years	22.0%
12 years	24.0%
13 years	26.0%
14 years	28.0%
15 years	30.0%
16 years	32.0%
17 years	34.0%
18 years	36.0%
19 years	38.0%

20 years	40.0%
21 years	42.0%
22 years	44.0%
23 years	46.0%
24 years	48.0%
25 years	50.0%
26 years	52.0%
27 years	54.0%
28 years	56.0%
29 years	58.0%
30 years	60.0%
31 years	62.0%
32 years	64.0%
33 years	66.0%
34 years	68.0%
35 years or more	70.0%

The aforementioned pension accrual rate schedule provides for annual incremental increases of two (2%) per year between the 25th and 35th years. The calculation of a member's pension accrual rate shall be pro-rated on a daily basis in the member's year of retirement. For example, should a member retire three (3) months into his/her twenty-eight year of retirement (i.e. after the completion of 27 years and 3 months) he/she shall receive a pension accrual rate equivalent to 66% plus one quarter (¼) of the next two (2%) percent increase; or if he/she should retire nine (9) months into his/her twenty-eight year of retirement (i.e. after the completion of 27 years and 9 months) he/she shall receive a pension accrual rate equivalent to 66% *plus* three quarters (¾) of the next two (2%) percent increase.

D) Cost of Living Adjustments (COLAs)

All eligible members who were hired prior to July 1, 2012 and who retire and begin receiving a pension shall receive a three (3%) compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received. All eligible members who were hired on or after July 1, 2012 and who retire and begin receiving a pension shall receive a cost of living adjustment (COLA) each January 1 upon all annual pension benefit amounts received, which COLA shall be equivalent to the lesser of: (a) 75% of the prior calendar year's Consumer Price Index for All Urban Consumers (CPI-U) (but not less than 0%), or (b) three (3%) percent.

E) The City agrees that any and all funds of the "Revised Pension Fund for Police Officers of the City of Warwick" shall be kept separate and apart from all other monies in the Finance Director's care.

F) Officers will be provided with information regarding their pensions on an annual basis.

- G) Members who retire with less than twenty (20) years of service shall not receive paid retiree medical or dental health insurance coverage and/or any other retiree benefits; and shall receive no escalation of pension benefits if and when any such increases are granted to active and/or retired members of the Police Pension II Fund.
- H) A copy of the actuarial study and report for the Police Pension II Fund shall be provided to the FOP.

I) **Military Duty Time Buy-Back**

Eligible members of the Lodge shall be permitted to buy back additional Creditable Service in accordance with the following paragraph, and where applicable and not contrary to this Agreement, in accordance with City of Warwick Code of Ordinances regarding military service.

Members of the Lodge actively employed by the Police Department, after twenty (20) years of continuous service for Members hired prior to July 1, 2012 or after twenty-five (25) years of continuous service for Members hired on or after July 1, 2012, shall be entitled to purchase retirement credits at the pension accrual rates set forth in Section 30(B) of this Agreement for Members hired prior to July 1, 2012 (i.e. two (2%) percent from 20-25 years of service and three (3%) percent from 25-30 years of service), or at the pension accrual rates set forth in Section 30(C) of this Agreement for Members hired on or after July 1, 2012 (i.e. two (2%) percent from 25-35 years of service), for each full year (consisting of 365 days) of his/her service in "qualified military service" for the United States of America, as the term "qualified military service" is defined in Section 414(u) of the Code and in the Uniformed Services Employment and Reemployment Rights Act of 1994 (proof of which qualified military service may be requested and reasonably required by the Department), but not to exceed four (4) years or between eight (8) and twelve (12) percent retirement credits. At the time of retirement any member electing to purchase such credits must contribute to the pension fund an amount equivalent to the amount which he/she has contributed over the last twelve (12) months while under the employ of the Department times the number of full years being purchased.

J) **Service-Related Disability Pension.**

Any Member of the Department who retires with a Service-Related Disability Pension shall receive a pension benefit of no less than 66⅔% of Retirement-Eligible Pay.

- K) If any employee is killed in the line of duty while performing services out of rank, any benefit payment which may be due to his/her widow(er), estate, or his/her next of kin, shall be based upon the rate of pay of the rank in which said employee was performing services at the time of his/her death.

- L) Pursuant to Section 52-12 of the City's Ordinances, whenever an officer is killed in the line of duty while an active member of the Department, the City will pay a total of \$5,000 toward funeral expenses.

BULLET PROOF VESTS

SECTION 31.

- A) The Department shall purchase a bullet proof vest for any member of the Department that so requests. Each vest shall be individually chosen by the Officer, and specifically the Officer shall choose to receive either a Level 2A or a Level 3A bullet proof vest, at his/her discretion. The Department shall be required to provide a monetary amount to cover the purchase of the bullet proof vest for the Officer, in an amount that is equivalent to the average cost from authorized dealers only of the top three (3) brands of the level of bullet proof vest selected by the Officer (i.e. Level 2A or level 3A vest). Any excess over this average cost must be paid by the individual officer requesting the vest. Each vest purchased shall be replaced at the Department's expense upon reaching its maximum life as suggested by the manufacturer, subject to the Officer submitting a request for replacement.
- B) Any vest purchased under this Section of the Agreement shall be considered issued equipment, and all officers who receive said Department-issued bullet proof vests shall be required to keep said vests readily accessible while on active duty. Failure to keep said vests readily accessible on active duty may result in disciplinary action. For the purposes of this paragraph, the phrase "on active duty" does not include special detail assignments. The Department strongly suggests that officers wear the Department-issued bullet proof vests at all times while on active duty and while working special detail assignments.
- C) Notwithstanding Subsection (B) above, all officers who have received a Department-issued bullet proof vest shall be required to wear said vest at all times during any "high-risk operation". For purposes of this Subsection (C), the term "high risk operation" shall mean any situation in which the officer reasonably anticipates the use of force and/or danger of imminent harm to himself/herself or to other officers. Furthermore, the officer in charge of any departmental preplanned tactical operation may mandate that all officers who have received a Department-issued bullet proof vest must wear said vests throughout the operation.

PHYSICAL FITNESS STANDARDS

SECTION 32.

- A) All members of the Department are encouraged to keep themselves in the best physical shape possible consistent with their age and possible medical considerations. To encourage physical fitness, the Department will administer a non-mandatory physical fitness examination that will be administered by authorized physical fitness instructors who are certified by the Cooper Institute for Aerobic Research (or its equivalent), under the direction of the Chief of Police. Said voluntary physical fitness examination shall be conducted on an annual basis during the months of September or October.

In following with this procedure, any member of the Department may, voluntarily, elect to take the physical fitness examinations and attempt to meet certain physical fitness assessment standards. Furthermore, those members who satisfy certain levels of the standards shall receive the compensation set forth below. The physical fitness assessments standards shall be based upon those established by the Cooper Institute for Aerobic Research (or its equivalent).

Standard Physical Fitness Test:

1. One (1) mile run.
2. One (1) repetition of the bench press exercise.
3. The crunch sit-up exercise/test.
4. The flexibility sit and reach exercise/test.

Compensation:

Any member who satisfies the following levels of Cooper Institute scoring shall be compensated as follows:

1. Successful completion of the fortieth (40th) percentile shall be compensated with eight (8) hours of compensatory time.
2. Successful completion of the fiftieth (50th) percentile shall be compensated with ten (10) hours of compensatory time.
3. Successful completion of the sixtieth (60th) percentile shall be compensated with twelve (12) hours of compensatory time.
4. Successful completion of the seventieth (70th) percentile shall be compensated with eight (16) hours of compensatory time

Any compensatory time awarded under this Section shall be in addition to, and thus shall not be limited by the one hundred (100) hour limitation set forth in Section 5, Subsection (B) with respect to Compensatory Time.

- B) No officer shall be subject to discipline for failure to meet the target scores.
- C) Any member wishing to take the physical fitness examination who has a known medical problem that may put that member at medical risk in taking the test must receive written permission from his/her physician in order to take said examination.

LENGTH OF AGREEMENT

SECTION 33.

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

The City and the Lodge agree that the terms and conditions of this Agreement shall remain in effect until a new agreement is either negotiated or arbitrated.

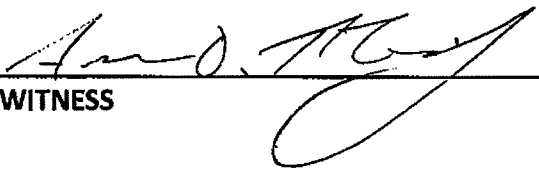
* * *

IN WITNESS WHEREOF, the City has caused this instrument to be executed and its corporate seal to be affixed by its MAYOR, as of the day and year first above written, and the Lodge has caused this instrument to be signed by its PRESIDENT, thereunto duly authorized, as of the day and year first above written.

CITY OF WARWICK

By: 
Frank J. Picozzi, Mayor

Date: 1-18-22


WITNESS

WARWICK LODGE #7, FRATERNAL ORDER OF POLICE

By: 
Jedidiah Pineau, President

Date: 1-18-22


WITNESS

EXHIBIT A
GENERIC LIST OF MEDICAL BENEFITS FOR THE HEALTH INSURANCE
COVERAGE (See Section XVI)

The health insurance shall include benefits comparable to those listed below. The health insurance plan shall provide coverage throughout the United States and shall include at least 5,000 hospitals and at least 500,000 providers nationwide. The term "within network" below refers to providers who participate in the plan. The term "outside network" refers to providers who do not participate in the plan.

Benefit	Within Network Employee Pays	Outside Network Employee Pays	Note:
Office Visits	\$10	\$10 plus 20%	Limited to 12 chiropractic visits. Allergists and dermatologists - \$15 co-pay
Walk-in treatment centers	\$10	\$10 plus 20%	Non-emergency urgent care. No co-payment for emergency care
Preventive Services	\$10	\$10 plus 20%	Includes gynecological visits, Pap smears, mammograms and routine physicals
Pediatric Preventive Services	\$10	\$10 plus 20%	Includes routine physicals, lab work and immunizations.
Outpatient medical/surgical care (facility & doctor services)	\$0	20%	E.g., ambulatory surgi-centers and outpatient surgery
Obstetrical care	\$0	20%	Pre-natal visits, delivery and post-natal care
Routine eye examination	\$10	\$10 plus 20%	One annual visit
Eyeglasses & contact lenses	See note.	See note.	The vision eyewear program will pay up to a maximum of \$100 towards the purchase of one pair of prescription glasses (lenses and/or frames) or contact lenses once per calendar year.
Lab tests and x-rays	\$0 (See Note)	20%	The lab and x-ray facilities of some participating hospitals may not be considered in-network for all services.
Hospitalization	\$0	20%	Unlimited days at general hospital, 45 specialty days per year.
Inpatient medical/surgical care (doctor services)	\$0	20%	Unlimited days at general hospital, 45 specialty days per year.
Emergency Room	\$25 co-pay (waived if	\$25 co-pay (waived if	For accidents and life

Benefit	Within Network Employee Pays	Outside Network Employee Pays	Note:
	admitted within 24 hours)	admitted)	threatening emergencies only.
Ambulance services	20%	20%	Some restrictions.
Inpatient Mental Health Care	\$0	20%	Limited to 45 days per calendar year, or 90 days for serious mental illness
Outpatient Mental Health Care	\$15 (individuals); \$10 (group)	\$15 (individuals); \$10 (group) plus 50%	20 visits per calendar year
Inpatient Substance Abuse	\$0	20%	Rehabilitation: up to 30 days per year, 90 days lifetime; Detoxification: up to three admissions or 21 days per year
Outpatient Substance Abuse	\$15 (individuals); \$10 (group)	\$15 (individuals); \$10 (group) plus 50%	Limited to 30 hours per year plus 20 hours for eligible dependents
Prescription Drugs	20%	50%	Rx Preferred Network**
Physical/Occupational Therapy	\$0	20%	Hospital-based therapist; following a hospital stay
Durable Medical Equipment and private duty nursing	20%	20%	
Home Care & Hospice Care	\$0	20%	In lieu of hospitalization. Includes doctor, nurse and home health aide visits
Dependent Coverage	Yes	Yes	Same as subscriber; includes spouse and unmarried, dependent children through age 19, students through age 25.
Organ Transplant	\$0	\$0	Covered for eligible costs associated with kidney, cornea and homologous bone marrow transplants. This coverage to include heart, lung, heart-lung, liver, pancreas and small intestine transplants.

** Prescription Drug rider capping members' out-of-pocket expenses for Prescription Drug costs at an annual maximum of \$300 per member and/or \$600 per family.

Note: There is a \$100 out-of-network deductible and \$1,000 annual out of pocket maximum for out-of-network providers.

EXHIBIT B

INTERNAL AFFAIRS INTERROGATION RIGHTS FORM

The FOP Executive Board strongly suggests that if any Member is asked or ordered by the Department's "Internal Affairs" unit (by whatever name or title the Department places on such unit), the Chief of the Department, the Deputy Chief, any Major, or any supervisor, to submit to **any degree or form** of oral questioning or to submit a written statement or report concerning his/her performance and/or actions as a Warwick police officer, that the Member contact a member of the FOP Executive Board. Furthermore, the FOP Executive Board strongly suggests that prior to giving **any** oral and/or written statement, the Member wait for Union representation to be present. Failure to do so may have a drastic effect upon the Union's ability to assist or defend the Member.

By executing this Waiver Form, I hereby **waive** my right to have Union representation present during Departmental interview/interrogation on the date set forth below regarding the following matter:

Signature: _____

Print Name:

Date of Signature: