

AGREEMENT
BY AND BETWEEN
THE TOWN OF WEST WARWICK
AND
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
LOCAL 312
JULY 1, 2024 THROUGH JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE I	1
Section 1. Agreement.....	1
Section 2. Recognition.....	1
Section 3. Membership	1
Section 4. Failure to Pay Dues or Agency Service Fees.....	1
Section 5. Non-Discrimination	1
Section 6. Dues Deduction.....	2
Section 7. Indemnification	2
ARTICLE II	2
Section 1. Management Rights	2
ARTICLE III	2
Section 1. Seniority	2
Section 2. Determination	3
Section 3. Seniority list.....	3
Section 4. Layoffs/Recalls	4
Section 5. Vacation Bids.....	4
Section 6. School/Seminar Bids.....	4
Section 7. Non-Specialty Schools.....	5
Section 8. Vacancy Bids	5
Section 9. Reasonable Progress	5
ARTICLE IV	6
Section 1. Department Structure	6
Section 2. Minimum Manning	7
Section 3. Vacancies	7
Section 4. Promotions	8
ARTICLE V	9
Section 1. Duties	9
Section 2. Details to Other Departments	9
Section 3. Details with Other Agencies	9
Section 4. Off Duty but Required to Act Provision.....	9
ARTICLE VI	10
Section 1. Hours.....	10
Section 2. Mutual Switches/Substitutions	10
Section 3. Compensatory Time (Earned & Used)	10
Section 4. Order-In Procedure	11
ARTICLE VII	12
Section 1. Departmental Overtime.....	12
Section 2. Holdover Hours.....	12
Section 3. Call-Back Hours	13
Section 4. Court Time.....	13
Section 5. Recertification Hours.....	13
Section 6. Non-Departmental Overtime (Special Details).....	13
Section 7. Overtime List	16
Section 8. Retirees' Earning Limits	17

ARTICLE VIII		17
Section 1.	Vacation Time.....	17
Section 2.	Personal Time.....	17
Section 3.	Accrual of Time.....	17
Section 4.	Payment of Unused Time	17
ARTICLE IX		18
Section 1.	Paid Holidays.....	18
Section 2.	Holiday Procedure	18
ARTICLE X		18
Section 1.	Sick Time.....	18
Section 2.	Reasons for Deductible Sick Leave.....	18
Section 3.	Sick Leave Not Deductible.....	19
Section 4.	Maternity/Paternity Leave	19
Section 5.	Payment of Unused Time	20
Section 6.	Time Towards Early Retirement	20
Section 7.	Voluntary Donation of Accumulated Sick Leave and Vacation Time	21
ARTICLE XI		21
Section 1.	Clothing and Equipment Allowance.....	21
Section 2.	Lost/Stolen/Damaged Equipment.....	22
Section 3.	Bulletproof Vests	22
Section 4.	Rain Gear	22
Section 5.	Uniform Changes.....	22
Section 6.	Uniform Inspection.....	22
Section 7.	Department Badges and Boards	22
ARTICLE XII		23
Section 1.	Salaries.....	23
Section 2.	Shift Differential.....	24
Section 3.	Service Out of Rank	24
Section 4.	Longevity	24
Section 5.	RIPAC Accreditation Stipend	24
ARTICLE XIII		25
Section 1.	Health & Dental Benefits - Active Employees.....	25
Section 2.	Health Benefits - Retirees.....	27
Section 3.	Wellness Program.....	27
Section 4.	Other Post Employment Benefits (O.P.E.B.)	28
ARTICLE XIV		28
Section 1.	Injuries/Illness in the Line of Duty.....	28
Section 2.	Medical Care.....	29
Section 3.	Light Duty.....	30
Section 4.	Subrogation Rights	31
ARTICLE XV		32
Section 1.	In Service Training	32
Section 3.	Firearms/Training/Qualifications	32
ARTICLE XVI		32
Section 1.	Pension Plan	32
Section 2.	Eligibility	33
Section 3.	Armed Service/Municipal Service Credit.....	33

Section 4.	Spouse/Family Benefits: When an Employee is Killed While On-Duty .	33
Section 5.	Spouse/Family Benefits: When a Vested Employee Dies While Off-Duty.....	34
ARTICLE XVII		34
Section 1.	Legal Defense and Indemnification	34
Section 2.	Burial Expenses	35
Section 3.	Life Insurance	35
Section 4.	Physical Examinations	35
ARTICLE XVIII		35
Section 1.	Parades	35
Section 2.	Non-Residency.....	35
Section 3.	No Contracting Out of Service	35
Section 4.	No Strike Clause	35
Section 5.	Printing Costs.....	36
Section 6.	Savings Clause	36
ARTICLE XIX		36
Section 1.	Vehicle/Traffic Maintenance	36
Section 2.	Personal Vehicle Use	36
ARTICLE XX		36
Section 1.	Military Leave.....	36
Section 2.	Leave of Absence.....	37
ARTICLE XXI		37
Section 1.	Grievances	37
Section 2.	Discipline	38
Section 3.	Arbitration.....	38
Section 4.	Time Off for Union Duties	39
ARTICLE XXII		39
Section 1.	Special Officers.....	39
Section 2.	Qualifications for Special Officer.....	39
Section 3.	Hourly Rate of Special Officers.....	39
ARTICLE XXIII		40
Section 1.	Present Benefits	40
Section 2.	Duration of Agreement	40

ARTICLE I

Section 1. Agreement

Pursuant to the provisions of § 28-9.2 of the Rhode Island General Laws of the State of Rhode Island, 1963, entitled "Municipal Police Arbitration Act," this Agreement is made and entered into this 11 day of July, 2024 by and between the Town of West Warwick (hereinafter referred to as the "Town") and Local 312, International Brotherhood of Police Officers (hereinafter referred to as the "Union" and/or individually as "Employee") with the exception of the Chief of Police.

Section 2. Recognition

A) The Town hereby recognizes and acknowledges the Union, as the sole and exclusive bargaining agent for all full-time police officers of the Town, with the exception of the Chief of Police, for the purposes of collective bargaining and entering into Agreements, relative to wages, rates of pay, hours and other terms and conditions of employment.

B) The rights of the Town and its employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 3. Membership

All full-time officers of the Department shall have the right and option to voluntarily join or refrain from joining the Union. The Union may no longer charge any employee dues, a so called "agency fee" or "service fee" without the employee's affirmative consent.

All employees in the bargaining union the effective date of this Agreement may either: (1) become members of the Union and pay membership dues; (2) pay to the Union a service fee in the amount determined by the Union; or (3) he/she will neither be a member nor entitled to representation from the Union.

Section 4. Failure to Pay Dues or Agency Service Fees

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

Section 5. Non-Discrimination

A) The Town shall not discriminate in any way against employees covered by this Agreement on the basis of an individual's race, religious affiliation, creed, gender, sexual orientation or preference, age or country of ancestral origin, political affiliation or union membership or non-union membership.

B) All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

Section 6. Dues Deduction

A) The Town agrees to deduct union dues upon receipt of authorization form cards from members of the Union, who desire the Town to deduct such dues and also agrees to deduct the maintenance charge as provided in Section 3 of this Article.

B) The Town shall forward to the: I.B.P.O., 159 Burgin Parkway, Quincy, MA 02169 such dues deductions by the fifteenth day of the month following the month of deductions.

Section 7. Indemnification

The Union agrees to indemnify and hold the Town harmless as to any and all claims, suits, orders and judgments brought or issued against the Town as a result of deduction of authorized union dues by the Town.

ARTICLE II

Section 1. Management Rights

A) The Union agrees that the Town has complete authority for the policies and administration of the Department of Police, which it shall exercise under the provision of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of police operations vested by law in the Town and not covered by this Agreement is in the province of the Town.

B) The Town Manager, on his/her own behalf, and on behalf of the Town, hereby retains and reserves unto himself/herself all rights, power, authority, duty, and responsibility confirmed on and vested in him/her by the Laws and Constitution of the State of Rhode Island and Providence Plantations and/or the United States of America.

C) The exercise of any such right, power, authority, duty or responsibility by the Town Manager and the adoption of such rules, regulations, policies as he/she may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

Section 1. Seniority

A) Subject to the right of the Town through its Chief of Police to make promotional decisions as hereinafter specifically provided for, the Town hereby agrees that employees of the West Warwick Police Department shall have seniority rights, and said seniority shall apply with regard to the following matters:

1) Transfers or assignments to any division, department, designated transfers to shifts, beats, posts, days off, holidays, vacations, or agency by whatever name or title the transfer

or assignment shall be labeled. Seniority shall also apply to school positions and educational seminars whenever applicable but shall be subject to Section 6 hereof.

2) Any and all job bidding shall be according to seniority rights. Openings shall be posted for bids on the departmental bulletin boards for a period of three (3) days. The Chief of Police and/or his/her designee will notify absent employees by telephone of posted job opportunities.

B) Probationary Status - All newly appointed officers shall serve a probationary period of twelve (12) months from the date of appointment. The date of appointment shall be the date upon which the officer graduates the Rhode Island Municipal Police Academy. It is understood and agreed that no probationary officer may grieve or arbitrate the imposition of discipline of his/her discharge from employment with the Town during his/her probationary period. The Union covenants that it shall not process any grievances prohibited under this Section nor shall it submit a demand to arbitrate any such grievance.

Section 2. Determination

Seniority is hereby defined as the continuous length of service an employee has been a police officer of the Town to include approved leaves of absence. Seniority in rank or grade shall be from the date of appointment to that rank or grade.

1) In determining seniority, the length of time served by an employee on probationary status shall constitute service on the permanent Police Department. Probationary employees whose initial date of service shall be identical shall be placed by the grades or rating each shall have received at the Police Training School, with the highest grade being first in seniority, the second highest grade being second in seniority, and so forth.

2) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer, or assignment is limited to one rank or grade.

3) Seniority shall be broken only when a police officer voluntarily terminates his employment.

4) In the event an officer, junior in seniority, is forced to vacate his assigned position because of a negotiated change in the Table of Organization, that individual shall be allowed to exercise his seniority rights to bump an officer with less seniority than he/she for the shift and post assignment he/she prefers.

Section 3. Seniority list

Within thirty (30) days following the execution of this Agreement, a seniority list shall be posted in a conspicuous location in the West Warwick Police Headquarters. Any and all amendments or corrections to said seniority list shall be made within thirty (30) days of the date of posting thereof.

Section 4. Layoffs/Recalls

In the event it, becomes necessary for the Town to layoff employees, those employees with the least amount of department seniority shall be laid off first. In the event of recalling, the last employee laid off shall be the first to be rehired.

Section 5. Vacation Bids

During the first two weeks of March, all employees shall choose up to a maximum of two (2) weeks vacation in accordance with seniority within their respective division and/or shift, the most senior employee from each shift or division indicating his/her preference first, and so on.

1) The remaining vacation days afforded to the employees shall be granted by seniority. An employee may not invoke his/her seniority rights by bumping a less senior employee within twenty (20) days of requested vacation day by the junior employee. This will not affect the first two (2) weeks selected in March by seniority.

a) One patrol officer and one supervisor will be allowed to take vacation at the same time from each shift. If no patrol officer or supervisor is on vacation at a given time, then two patrol officers or two supervisors may be granted the vacation day. At the Chief's or OIC's discretion, a third or subsequent officer(s) may be granted additional vacation days provided it does not unduly disrupt the operation of the Police Department.

2) In the event an employee voluntarily transfers to another shift and/or assignment after the established deadline for submitting vacation requests has passed, that employee shall not be entitled to bump another employee's vacation time by invoking his own seniority rights.

3) If an employee selects a vacation week that includes a holiday (except for holidays listed in subparagraph a) and for whatever reason cancels one day, that employee must cancel the entire four (4) days. A week supersedes a day.

a) No employee shall utilize either vacation, personal, or compensatory time for Christmas Eve, Christmas Day, December 26, New Year's Eve, New Year's Day, or Thanksgiving if said time off would require an employee to be ordered-in to meet the minimum manning requirements.

Section 6. School/Seminar Bids

The Town agrees that when a school or seminar is offered to employees, a notice of the school or seminar will be posted for four (4) consecutive days on the department bulletin board and will be read at roll call. Employees on O.J.I, or extended illness will be contacted by telephone. Employees interested in attending this school or seminar will submit a bid to the Chief of Police in writing within the posted time limit.

1) Except as otherwise provided herein, seniority within each rank or grade shall prevail where a job bid, position, school, transfer or assignment is limited to one rank or grade.

2) The Chief of Police and the Planning and Training Lieutenant shall consult and endeavor to agree upon the selection of a candidate from any one of the top three (3) eligible

persons that bid for a school seminar bid. In the event the Chief of Police and the Planning and Training Lieutenant cannot agree upon a selection, it shall be made by the Chief.

3) Appearance. Employees attending schools or seminars will wear casual business attire (i.e., no sneakers, t-shirts, jeans, or shorts) or uniform of the day, unless said school specifically requires certain attire for training purposes or recommends otherwise.

4) The Chief of Police may bypass the three most senior bidders by mutual agreement between the Chief of Police and the Union, or when an employee has attended the same or a similar school previously or has not taken a prerequisite course. The exception would be if the school or seminar is a prerequisite; in this case the Chief shall award the school or seminar to one of the three most senior bidders. Employees who are O.J.I. or on extended sick leave will not be eligible to bid unless a physician certifies in writing said O.J.I. or extended sick leave will be ended by the date training begins.

Section 7. Non-Specialty Schools

Non-Specialty Schools - A school is defined as a "non-specialty school" when the content of the course study is non-specific, general, or introductory in nature. When such a course is offered, it shall be posted for bid on the departmental bulletin board and announced at all roll calls for all shifts for a minimum of four (4) days. Those on O.J.I. or extended illness will be notified by telephone. Employees interested in attending this seminar or school will follow the bidding procedure by submitting a bid to the office of Chief of Police in writing within the agreed limit. Provided however, that no officer may be allowed to attend more than two schools or seminars (or a combination thereof) within a calendar year from the first school or seminar they attended, unless no one else wanted to attend and the school would otherwise go unattended.

Section 8. Vacancy Bids

A) All bids shall be posted on the departmental bulletin board for a period of three (3) days. Personnel interested in the vacancy will submit in writing their application for said vacancy to the Chief of Police within three (3) days from the first day the bid was posted. A special notice will be sent to members on sick, injured on duty, or vacation leave at the time the vacancy was posted. A copy of the posted bid in which the bid was posted shall be sufficient notice to comply with this Section.

B) A senior officer may reject the award of a bid to a vacancy at his/her discretion without a need for an explanation. Further, in the event that an employee shall reject the position, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail. Formal written bids for vacancies may be withdrawn at any time prior to the bid being awarded and placed on the departmental bulletin board notifying all personnel that a certain officer has been the successful bidder for the vacancy.

Section 9. Reasonable Progress

A) The successful bidder for any job shall be entitled to reasonable trial period of not more than one hundred and eighty (180) calendar days to determine whether he can acquire skills necessary for the performance of said job in a reasonably satisfactory fashion. At the end of said one hundred and eighty (180) calendar days from the date of trial transfer, the employee shall be

considered as transferred in accordance with the provisions of this Agreement. It is understood by the parties hereto that during the trial period a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee and the Chief of Police.

B) In cases where the bidder has failed to make reasonable progress then the Chief may recommend an extension of said trial period, not to exceed thirty (30) calendar days.

C) The term "reasonable progress" as used herein shall mean a comparison of the average employee(s) performing such work with the employee(s) involved.

D) The reasonable trial period shall be 12 months for a detective.

ARTICLE IV

Section 1. Department Structure

Effective immediately, the staffing level will be fifty-two (52) officers. Staffing shall consist of the following chart and plan attached hereto as Exhibit A:

Patrol Division

(1) Major (5 & 2)

12AM-8AM

(1) Captain
(1) Lieutenant
(1) Sergeant
(6) Patrol Officers

8AM-4PM

(1) Captain
(1) Lieutenant
(1) Sergeant
(6) Patrol Officers

4PM-12AM

(1) Captain
(1) Lieutenant
(1) Sergeant
(8) Patrol Officers

Youth Services Bureau

(1) Training/Planning Lieutenant (5 & 2 includes 2 nights)

Detective/Prosecution

(1) Major (5 & 2)

8AM-4PM

(1) Prosecution Sergeant
(1) Prosecution Detective

8AM-4PM

(1) Detective Captain
(1) Detective Sergeant
(5) Detectives
(1) BCI Detective (5 & 2)

4PM-12AM

(1) Detective Sergeant
(3) Detectives

Special Investigations Unit (SUI)

(1) Detective Sergeant (5 & 2)
(1) Detective (5 & 2)

- (1) Juvenile Sergeant
- (1) Community Services/SRO (5 & 2)
- (1) School Resource Officer High School/Community Police Officer (5 & 2)
- (1) School Resource Officer Middle School/Community Police Officer (5 & 2)¹

Section 2. Minimum Manning

The minimum staffing requirements within the Patrol Division shall be:

SHIFT	COVERAGE	AREAS
(12AM-8AM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(8AM-4PM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(4PM-12AM)	Five (5) Patrol Officers	Posts: 2, 3, 4, 5, 6

Should a Traffic Unit be staffed in the future, Traffic Officers will not be utilized to fulfill minimum manning.

Section 3. Vacancies

A) All vacancies or promotions within the West Warwick Police Department caused by an employee’s death, retirement, promotion, or termination shall be filled within a period of twenty (20) days. All promotions shall be made from the eligibility list in effect at the time the vacancy occurred; provided, however, in the event more than three (3) officers retire in a given month, any and all promotions in rank and pay resulting from said vacancy shall be made effective immediately upon the creation of said vacancy, the date of transfer for said vacancies may be extended up to forty-five (45) days.

B) Vacancies within the patrol officer’s rank are to be filled at the same time promotions are made.

C) In the event a position is left vacant due to illness, death, retirement, resignation, promotion, etc., no employee will be temporarily assigned to an “acting” position, unless the Town and the Union mutually agree to allow a vacancy to be filled as an acting position due to emergency manpower constraints. Supervisory positions are not eligible for “acting” consideration.

D) For any new hires within the Department, the effective date of hire is upon graduation from the Police Academy.

E) Lateral Transfer. For all officers who transfer into the Department from another department outside the Town, the step system shall be observed commensurate with their experience including all time served as a sworn law enforcement officer; provided, however, that Longevity shall not apply, Vacation shall be allotted at the top step for a patrol officer with 1-4 years’ experience; however, this shall not be utilized if the use would cause a nonprobationary police officer to be ordered into work to cover a vacancy.

¹ The addition of the School Resource Officer in the Middle School is contingent upon funding by a third party.

Section 4. Promotions

A) Any employee covered by this Agreement may test for any rank which is one grade higher than what that employee currently holds.

1) In order to be eligible to test for the ranks of Lieutenant, Captain or Major the employee must have served at least one (1) year in the current rank by the date of the test.

2) Any employee of the department with a minimum of three (3) years of service may test for the rank of sergeant but will not be eligible for promotion until that employee has served a minimum of five (5) years.

B) At least three (3) months prior to any promotional examination, the Chief shall cause notice of such examination to be posted on the Police Department bulletin board, where it will be visible to all employees. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken. The materials to study will not exceed more than four (4) written sources.

C) Promotional points shall consist of the following unless in conflict with the Town Charter:

- | | |
|--|---------------------|
| 1) Written Examination: | 65 points |
| 2) Department Seniority: | 20 points |
| 3) Time in Supervisory Grade: | 5 points |
| 4) Chief: | 5 points |
| 5) Education (from an accredited institution): | Maximum of 5 points |
| a. Associate degree or Honorable Military Service: | 2 points |
| b. Bachelor degree: | 4 points |
| c. Master degree: | 5 points |

D) Points awarded to candidates of promotions, in accordance with paragraph C. (2 through 5) above, shall be listed and posted in a place visible to all employees, at least ten (10) days prior to the examination.

E) All promotional examinations shall be administered and corrected by the personnel department.

1) All questions on the written examination shall be multiple choice.

2) The tests will be corrected, and final results posted for all employees no more than four (4) hours after the test was administered.

3) Completed examinations shall be kept for a period of eight (8) business days after the testing date. The corrected examination shall be made available for review upon request by the officer to the personnel director.

F) The final standings of each promotional list shall be posted. The employee's scores in each of the five (5) considered areas shall be made available privately to the employee upon his/her request.

G) For any rank of Sergeant and above, the Chief of Police shall be and is hereby authorized to select the candidate he/she believes best qualified for the position from the top three (3) eligible candidates who confirm to the Chief that they wish to be considered for the position. If a candidate so identified declines the position when offered by the Chief, the persons below the declining candidate in eligibility shall each advance one position until a candidate so identified by the Chief of Police accepts the position.

H) An employee's eligibility list for promotions shall be kept for a period of two (2) years, which shall commence from the date that the final promotional marks are submitted, unless exhausted prior to the completion of the two (2) years. A list is considered exhausted if any remaining officers are on the list and they are asked and refuse the promotion and there are no other eligible officers available to take the promotion.

I) Any part of the promotional process that does not comply with the provisions of this Section shall be subject to the grievance procedures of this contract.

ARTICLE V

Section 1. Duties

The duties of the members of the Union shall consist of upholding the Constitution and laws of the United States of America, the Constitution and laws of the State of Rhode Island, the provisions of the Town Charter, and the ordinances of the Town of West Warwick.

Section 2. Details to Other Departments

The Town agrees that members of the Union, whose duties are defined in Article V, Section 1 shall not be detailed to other departments of the Town for other than police duties. The detail or transfer from one unit to another within the Police Department shall be in accordance with Article III, Section 7.

Section 3. Details with Other Agencies

The Town agrees that when occasions arise, employees may assist requesting law enforcement agencies with non-departmental details, as well as allowing other agencies to assist in West Warwick for non-departmental details.

Section 4. Off Duty but Required to Act Provision

A) Off duty shall be defined as those hours when an employee is not working an assigned duty shift or Town-approved detail.

B) When an employee is off duty and finds it necessary to uphold the law, as per Article V, Section 1 of this Agreement, that employee shall be considered on duty. In such case, that employee shall be protected by all provisions of this Agreement.

ARTICLE VI

Section 1. Hours

A) The regular working schedule for all employees, excluding those employees on a 5 and 2 schedule, shall be a six (6) day cycle of four (4) consecutive working days of eight (8) hours, followed by two (2) consecutive days off.

B) Any employee on a 5 & 2 rotation will have a work schedule of Monday through Friday; 8 am to 4 pm, unless otherwise mutually agreed upon, with weekends off. All employees working a 5 & 2 schedule shall receive four (4) hours of compensatory time per month.

C) In addition to the above, any employee working a 5 & 2 rotation will receive eight hours of compensatory time that must be tracked separate and apart from normal compensatory time. Said Kelly hours must be used within a six (6) month period or said time will be forfeited. Further, said Kelly hours cannot be cashed out.

Section 2. Mutual Switches/Substitutions

A) An employee has the right to substitute at any time regarding regularly scheduled work hours, provided, that at least twenty-four (24) hours notice is given to the officer-in-charge (OIC).

B) In the event an employee has to be relieved from his/her regular working shift, or departmental overtime or non-departmental overtime for any reason, that employee shall be responsible for payment to the employee relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.

Section 3. Compensatory Time (Earned & Used)

A) Any employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for departmental overtime hours worked.

B) An employee must request time off from the Chief of Police or his designee and said request shall not be denied unless it adversely affects the manning of the shift in question or otherwise unduly disrupts the operations of the Police Department.

C) Compensatory time shall be granted in eight (8) hour blocks if requested by the officer under the following conditions:

1) If two (2) officers are on vacation then eight (8) hour blocks will not be granted.

2) If one (1) officer is on vacation then one (1) officer may be granted compensatory time.

3) If there are no officers on vacation then two (2) officers may be granted eight (8) hours compensatory time.

The granting of compensatory time in blocks of three (3) hours or less will be at the discretion of the OIC. This will be determined by the activity on a given shift at the given time. If the shift is busy with calls and to grant time would adversely impact officer safety, then the OIC will use his/her best judgment.

Section 4. Order-In Procedure

A) The parties hereto recognize that there occasionally arise situations where there is an inability to fill overtime positions within the Uniform Division. When the failure to fill existing overtime positions created by illness and/or vacations, and the refusal of officers to accept the overtime jobs in accordance with the voluntary, rotational overtime fist results in a manpower shortage on a Uniform Division shift, it is agreed that the overtime position shall be filled by exercising the following procedure:

1) All reasonable attempts shall be made to fill the overtime job by offering the job to all employees whose names appear on the voluntary, rotational overtime list maintained for all overtime hiring purposes.

2) In the event the vacancy is not filled by voluntary acceptance of the overtime job by an officer on the rotational list, the least senior officer who has been granted a discretionary vacation on the understaffed uniform shift shall be ordered to work his regularly assigned job.

3) In the event the least senior employee cannot be contacted for the purpose of canceling his discretionary vacation day and ordering him back to work, the next least senior employee from that uniform shift who has been granted a discretionary day off will be contacted and ordered to work his regularly assigned duties.

4) Probationary officers shall be ordered to work in the event the overtime position is not voluntarily filled.

5) In the event there are no probationary officers available, the least senior employee from the preceding shift shall be required to stay four (4) hours after his/her regular shift and the junior employee from the following shift shall be required to come in four (4) hours prior to his/her regular shift, regardless of division assignment, excluding members of SIU.

6) In the event a supervisor is ordered to work in the Patrol Division he or she will be compensated at his or her overtime rate of pay.

B) No employees shall be ordered to work on a holiday that is his/her regularly scheduled day off, except in emergencies.

C) Officers who voluntarily work a patrol/OIC/dispatch overtime job on their day off shall not be subject to order-in prior to or after their overtime shift unless they are subject to the provisions of the departmental reverse order-in procedure.

ARTICLE VII

Section 1. Departmental Overtime

A) In the event vacancy coverage is required to maintain the minimum manning levels, overtime will be equally and impartially distributed among off duty employees. All overtime shall be compensated at a rate of time and one-half the hourly salary rate of the position being filled. Any time worked from twenty (20) minutes past the hour shall be compensated as one full overtime hour. Further, any supervisor who works patrol shall be compensated at a rate of time and one-half at the patrol Sergeant rate.

B) In the event an employee is held over more than sixteen (16) hours that employee rate of pay shall be increased to double time with approval of the Chief or his designee.

C) An employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for overtime hours worked.

D) Hours worked on private or special details shall not be counted in determining the number of hours worked for overtime purposes.

E) To be compensated for overtime worked at the rate of time and one-half, an employee must have received accredited workdays on the day before and the day after the day that overtime was worked. Sick leave taken during the week other than the day before or the day after the overtime day will not affect an employee's overtime pay. Regularly scheduled days off, compensatory days, vacation days, personal days, or administrative days shall be considered accredited workdays.

F) No employee shall have his/her normal scheduled tour of duty changed in order to compensate for or offset overtime hours worked outside his/her regular work shift or basic workweek.

G) In the event that all civilian dispatchers or any other qualified AFSCME employee have refused overtime positions, employees covered by this Agreement will be permitted to work overtime assignments as dispatchers. All supervisors regardless of rank who elect to work this overtime will be compensated at the rank of sergeant. All officers at the rank of Patrol will be compensated at their normal overtime rate. Supervisors regardless of rank, who elect to work patrol overtime shall be compensated at a sergeant's rate of pay.

Section 2. Holdover Hours

A) In the event it becomes necessary to hold over an employee from one work shift to the next, for reasons other than satisfying the minimum manning requirements, the assignments needed to be filled shall first be offered to those employees who are working the current shift

with the greatest seniority. In the event that all the assignments are not filled, then employees who are working the current shift with the least seniority shall fill said assignments.

B) In the event that an employee is held over after his/her shift, the employee will be compensated for actual hours worked, with no minimum in effect. Employees working for twenty (20) minutes past the hour shall be compensated for the full hour.

Section 3. Call-Back Hours

A) All employees of the Police Department called back to duty for any reason shall be compensated at the rate of time and one-half the employee's normal hourly rate of pay with a four-hour (4) minimum in effect. Every additional twenty (20) minutes worked past the hour will be paid as one full hour. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

B) Any employee required to report to duty outside of their normally assigned shift shall be compensated at the rate of time and one-half.

Section 4. Court Time

Any employee who has to appear in court, outside of his/her regular work hours, as a witness shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

Section 5. Recertification Hours

Whenever any off duty employee is required to attend any police related activity, including, but not limited to: Firearms Recertification, Less Lethal Tools Recertification, A.E.D. Recertification or Breathalyzer Recertification he/she shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours.

Section 6. Non-Departmental Overtime (Special Details)

A) All traffic Control/Road Construction Details hired on Saturday, Sunday or Holidays shall be compensated in accordance with Article VII Section 6 Sub-section B. However, the following Traffic Control Details shall be compensated at the normal Detail Rate as specified in Article VII Section 6 Sub-section B, regardless of the day of the detail falls upon;

- 1) St. Patrick's Day Parade Details
- 2) Labor Day Parade Details
- 3) Charitable Road Races
- 4) Any other Traffic Control Detail mutually agreed upon between the Town and IBPO Local 312.

B) Non-departmental overtime shall be compensated at the following rates:

- 1) Detail Rate = Time and one-half the Patrol Sergeant's rate of pay.
 - 2) Saturday Rate = Time and one-half the Detail Rate.
 - 3) Sunday/Holiday Rate = Double the Detail Rate.
 - a) Traffic Control/Road Construction details hired for weekdays (non-holiday) shall be compensated at the Detail rate as defined above. In the event that a road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at the Saturday rate as defined above.
 - b) Traffic Control/Road Construction details hired for a Saturday shall be compensated at the Saturday rate defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Saturday Rate.
 - c) Traffic Control/Road Construction details hired for a Sunday or a holiday, as defined in Article IX, Section 1 (including General Election Day) shall be compensated at the Sunday rate as defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Sunday Rate.
 - d) Any road construction or traffic detail working between 7 pm and 7 am, shall be compensated at the Saturday rate above. Details hired less than two (2) hours from the start time of said details shall be paid at the Saturday rate of pay.
 - e) All other non-departmental overtime shall be compensated at the Detail Rate of pay as defined above regardless of the number of hours or the day of the week.
 - f) Any non-departmental overtime requiring a superior (ranking) officer to supervise other employees on the detail shall be compensated at the rate of time and one-half the supervisor's regular rate of pay.
 - g) Non-Departmental Overtime Special Details - Sunday / Holiday Rate=Double the Detail Rate. Christmas Eve after 12:00 PM and New Year's Eve after 12:00 PM will be compensated at the Holiday Rate for Detail purposes only.
- C) All requests by third parties for non-departmental overtime shall be made forty- eight (48) hours prior to the start of the overtime, unless the overtime is the result of an emergency situation.
- E) Any road construction on a main roadway or secondary roadway or in any case where public safety is concerned shall, at the discretion of the Officer in Charge (OIC) or Chief of Police, require a uniformed police officer to be present and he shall be paid at the above rates of pay.

F) All non-departmental overtime hired shall specify the duration of the detail, with a four (4) hour minimum required. In the event the non-departmental overtime exceeds the time specified, the employee shall be compensated for eight (8) hours.

G) All non-departmental overtime over the eight (8) hours, all time worked from fifteen (15) minutes past the hour shall be compensated as one full hour.

H) Any cancellations of the above non-departmental overtime shall be made at least two (2) hours prior to the specified time of an employee's arrival at the detail or the four (4) hour minimum shall be paid. In the event the non-departmental overtime is not canceled prior to the employee's arrival, that employee shall be compensated as if that employee had worked the overtime.

I) Any employee who has been assigned non-departmental overtime and is injured in the course of such overtime shall be compensated by the Town to the extent required by § 45-19-1 of the Rhode Island General Laws, 1956 as amended from time to time, until such time as the member is retired or is no longer disabled.

J) All detail monies earned will be paid through the Town payroll system with all appropriate deductions required under law and the terms of the Collective Bargaining Agreement. The cost of Social Security shall be borne by the person, organization or company employing said police officers on detail and billed for same by the Town.

1) All overtime monies earned shall be paid by the Town to the employee within one pay period of the time the detail is performed.

2) Details worked for other police departments shall be paid through the Town payroll system at the prevailing rate of pay established in the collective bargaining agreement between the Town and the Union unless by prior mutual agreement amongst the Town, West Warwick Police Department and the requesting police department.

K) In the event an employee has to be relieved from his/her special detail for any reason, he/she shall be responsible for payment to the officer relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.

L) Employees working any overtime detail shall conduct themselves consistently with on-duty conduct.

M) All members covered by this Agreement who retire on or after July 1, 2005 with a non-disability status, shall be eligible to become "Special Officers." A "Special Officer" (as described in Article XXII) will be eligible to work all non-department overtime "Special Details." Details will be offered to Special Officers only after all full time active officers have been offered and refused-right of first refusal.

Section 7. Overtime List

A) All departmental and non-departmental overtime shall be hired from the overtime list. The overtime list shall be governed by the following rules:

1) The overtime book shall have the names of all employees in alphabetical order, with at least one phone number at which the employee can be reached.

2) The normal time for hiring overtime shall begin at 5:15 p.m. All departmental and non-departmental overtime for the following day will be hired at that time by utilizing the Detail Tracking Software.

a) In the event that departmental and/or non-departmental overtime becomes available after the 5:15 p.m. hiring time, the Officer-in-Charge will hire the overtime at the most practical time proceeding the overtime.

b) In the event that a special function requires several officers (parade, festival, etc.), positions may be hired several days in advance.

3) If an employee is hired outside the 5:15 p.m. hiring time, he/she shall receive an "outside W" or "turn" which notes that he/she shall be skipped during the next regular hiring.

a) If all employees refuse overtime, an employee with an "outside W" or "turn" will be eligible for the remaining overtime. After all eligible employees were asked and afforded the overtime, no "W" shall be given.

b) Any employee ordered to work shall not receive an "outside W" or "turn."

c) After the 5:15 p.m. hiring, the list shall move three (3) names from where it began. The overtime list shall begin at that point during the subsequent hiring(s), or the turns shall be reset.

B) If departmental overtime positions are not voluntarily filled, then positions shall be filled pursuant to the order-in policy in Article VI, Section 4 of this Agreement.

C) If an employee cancels an overtime position voluntarily taken, he/she shall be suspended from the overtime list for a period of seven (7) days. If an employee cancels two (2) or more times during a fiscal quarter, the employee will be suspended from the overtime list for a period of fourteen (14) days.

D) The sole remedy for any missed assignment of overtime work or details shall be that the officer denied the opportunity will be offered the next similar opportunity that arises.

E) Special Officers (as described in Article XXII) list will consist of all post July 1, 2005 retirees who have enlisted in the program and will be run alphabetically in the same manner as the active officers list.

Section 8. Retirees' Earning Limits

Notwithstanding any ordinance or policy to the contrary, there shall be no limit on the amount of money a retired employee can receive from working private details.

ARTICLE VIII

Section 1. Vacation Time

All Members of the West Warwick Police Department shall be entitled to the following annual amount of paid vacation:

With one year of service and less than four (4) years	120 working hours
With four (4) years of service and less than eight (8) years	157.5 working hours
With eight (8) years of service and less than twelve (12) years	180 working hours
With twelve (12) years of service but less than sixteen (16) years	204.5 working hours
With sixteen (16) years of service or more	217.5 working hours

Section 2. Personal Time

In addition to the above vacation schedule, all employees shall be entitled to fifteen (15) hours of personal time without restriction unless it substitutionally disrupts the safe and efficient operation of the police department or compromises public safety; however, officers must use personal time on or before June 30th of each year.

Section 3. Accrual of Time

Employees shall be allowed to carry over a maximum of two (2) full year(s) unused vacation time from one fiscal year to next.

Section 4. Payment of Unused Time

A) An employee may opt to be paid for unused vacation time, up to one (1) full year at straight time. Payments under this Section shall be requested in writing on or before April 1 and will be paid on or before June 30. Payouts shall be for previous fiscal years-accumulated vacation time according to schedule set forth in Section A. Said disbursement will be made separate and apart from the normal weekly payroll.

B) Upon resignation, retirement, termination, or death of an employee, all unused vacation time (not more than three (3) years accumulation) shall be paid to the employee, the employee's widow/widower, the employee's next of kin, or estate. All payments shall be made within thirty (30) days of the employee's departure.

ARTICLE IX

Section 1. Paid Holidays

The following fourteen (14) holidays shall be paid holidays for all members of the West Warwick Police Department:

New Years' Day	Victory Day
Presidents' Day	Veterans' Day
Martin Luther King, Jr. Day	Labor Day
Easter Sunday Memorial Day	Columbus Day
Independence Day	Police Memorial Day
Juneteenth (June 19)	Thanksgiving Day
	Christmas Day

Section 2. Holiday Procedure

A) For pay purposes, holidays will be considered to fall on the day of observance declared by the Town, except that the following holidays will be considered to fall on the actual day on which the holiday falls: Independence Day (July 4), Christmas Day (December 25), New Year's Day (January 1).

B) Holidays shall be paid at the rate of eight (8) hours pay and shall be paid to each employee over and above his weekly salary whether he or she works or not.

C) In the event a member is required to work on any of the aforementioned holidays, said member shall receive eight (8) hours pay at the rate of time and one-half in addition to the benefit cited in subsection (B) above, for those hours worked on the celebrated day of the holiday.

D) Officers working a 5 & 2 schedule shall be entitled a half day off on the day before Christmas and the day before Thanksgiving and Good Friday, said half days to be in addition to the holidays provided in Section 11.

E) Whenever a holiday is observed on a Saturday or a Sunday, all members working a 5 & 2 work schedule will be granted one (1) additional vacation day per year per occurrence.

ARTICLE X

Section 1. Sick Time

Sick leave for employees shall be granted at the rate of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate from year to year without limitation.

Section 2. Reasons for Deductible Sick Leave

Sick leave for employees shall be granted for the following defined reasons:

1) Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his present position.

2) Attendance upon a family member including domestic partner within the household of an employee whose illness requires the care of such employee for a period not more than four (4) consecutive days at any one time. Employees can be required to sign an affidavit stating that there is no way to make other arrangements. In the event that a member of an employee's family is suffering from a serious health condition, additional time shall be granted in accordance with the Family and Medical Leave Act. Domestic Partner is defined as a partner of the same or opposite sex who lives in the same household for at least six (6) months and has made a commitment to continue to live as a family.

Section 3. Sick Leave Not Deductible

A) Enforced quarantine when established and declared by the State Department of Health for the period of such quarantine only.

B) In the case of death of a mother, father, stepmother, stepfather, spouse, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, or of the spouse's immediate family, including grandmother or grandfather or domestic partner each employee shall be entitled to a leave of absence with pay from the time of notification of death up to and including the day following the burial of the deceased. In cases where unusual distance exists, such period shall be extended to a maximum of seven (7) days. In addition thereto, in the case of an employee of the Jewish faith, they shall be entitled an actual period of mourning not to exceed seven (7) days from the date of the burial.

C) In the case of relatives of employees other than as provided in subparagraph (B) above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of the deceased, provided that written notice of such leave of absence shall be given to the employee's commanding officer at least one (1) day prior to such leave.

Section 4. Maternity/Paternity Leave

A) Employees who completed at least one (1) year of service shall be granted a leave of absence for childbirth not to exceed six (6) months. A doctor's certificate of pregnancy must be given by the employee as to when the employee should commence her leave.

B) During the period of pre-birth or afterbirth, for a period not exceeding sixty (60) days, certified by the employee's physician that the employee is disabled relating to either the pregnancy or the birth of the child, employee shall have said sixty (60) days treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits and all other fringe benefits. Subsequent to the sixty (60) days for the remainder of the four (4) months, the employee shall not accumulate sick leave or vacation or annual leave, but shall continue in her seniority status, medical insurance benefits and other fringe benefits.

C) An employee planning to take a childbirth leave shall notify the Chief of Police, or his designee, of her intention to leave thirty (30) days prior to the start of such leave. However, this

advance notice shall not apply in the case of medical emergency. The employee shall give the Chief of Police, or his/her designee, fifteen (15) days' notice of her intention to return to her duties from such leave.

D) In the event that an employee adopts a child at or under the age of five (5) years, all rights under this Section shall be granted to that employee.

E) No paragraph in this Section shall impede or restrict the rights of an employee granted under the Family and Medical Leave Act. However, time off under the Family and Medical Leave Act is not intended to exceed six (6) months total time per child per incident.

Section 5. Payment of Unused Time

A) Upon termination, retirement or death, the employee's sick leave shall be returned in cash or in credit toward retirement to the individual, widow/widower, his estate, or next of kin; at the following rate:

- One to one hundred-fifty days (1-150) at 100%.
- One hundred-fifty one to two hundred days (151-200) at 50%.
- Two hundred One to two hundred fifty days (201-250) at 25%.

Said payment shall be made within thirty (30) days of the employee's departure.

B) Additionally, employees will be able to sell back fifty percent (50%) of their annual sick leave to the Town which will be paid at straight time. Requests must be made on or before January 1 of each fiscal year. Disbursements will be within thirty (30) days from January 1 and checks will be made separate and apart from the normal weekly payroll.

C) During the month of March in every year, the Town of West Warwick shall cause to be published and dispatched to the members of the Police Department their present entitlement under this clause.

Section 6. Time Towards Early Retirement

A) An employee may elect to have up to one hundred and thirty (130) days of such unused accumulated sick leave credited towards his/her retirement in which event, the employee would be entitled to take what in effect amounts to an early retirement but would receive during such periods his full pay until the date of his/her normal retirement.

B) Any employee wishing to utilize the Time Towards Early Retirement clause of this Agreement must, in writing, notify the Town of his/her desire, and said time shall be used consecutively and without recourse for return to duty. Said employee will not be allowed to accrue any additional time for vacation, sick or personal time however, said employee shall receive all other benefits and privileges afford to that employee in accordance with this Agreement.

C) With regards to the vacancy created by the departure of any employee utilizing the Time Towards Early Retirement, the Town shall construe the vacancy to have occurred on the first day that that employee utilizes toward early retirement. Vacancies shall be filled in accordance with Article IV, Section 3 of this Agreement.

Section 7. Voluntary Donation of Accumulated Sick Leave and Vacation Time

A) A member seeking donated sick leave days or vacation days shall submit his/her request to the President of the Union or his designee, who shall distribute the request to the members of the bargaining unit. In order for a member of the bargaining unit to be eligible to respond to the request and to voluntarily donate his/her accumulated sick leave time or vacation time, the member must sign a "Donation Affidavit," as utilized by the department. Furthermore, any member who voluntarily elects to donate his/her accumulated sick leave or vacation time shall lose all rights and interest in said days.

B) In order to be eligible to receive a donation of accumulated sick leave or vacation time, the member receiving the donation must be: (a) suffering from a non-OJI related illness or injury (including but not limited to maternity leave), (b) absent from work for attendance upon ill or injured members of the family within the household of the member (except in the case of a legal spouse, child, domestic partner, or parent who does not reside within the member's household) whose illness requires the care of such member's available annual sick leave days. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, personal days, and compensatory time the member receiving the donation must first have exhausted all of his/her sick leave time, vacation time, personal days and compensatory time.

C) A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave time or vacation time to another member within the department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay; provided however, in no event shall the rate of pay received by the receiving member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is of higher rank within the department than the donating member).

D) Each member can only donate his or her accumulated time up to eighty (80) hours per fiscal year.

E) It is further agreed upon that no member can file a grievance against the Town or the Union for being denied any donated accumulated time.

ARTICLE XI

Section 1. Clothing and Equipment Allowance

A) All employees covered by this Agreement shall receive twenty-two hundred fifty dollars (\$2,250.00) for repair, replacement and maintenance of personal equipment. This allowance shall be paid in the first pay period in the month of April of each year. Said disbursement will be made separate and apart from the normal weekly payroll.

B) In addition to the above Clothing and Equipment Allowance, Honor Guard members and the SWAT Team shall receive an additional \$250.00 annually.

Section 2. Lost/Stolen/Damaged Equipment

The Town shall replace any clothing and equipment damaged or lost in the line of duty in an amount not to exceed \$250 per item to include but not be limited to: eyeglasses, dentures, watches and other personal effects, and up to \$1000 for lost or broken cell phones.

Section 3. Bulletproof Vests

A) The Town recognizing the importance of police officer safety, shall provide fitted protective body vests to each employee so requesting. It shall then be the responsibility of the employee to maintain the vest and show it upon request by the Chief at the start of their regular shift. If an employee wishes to upgrade the vest, he must pay for the additional costs. At the conclusion of the warranty period, expected to be five to six years, and upon the return of the obsolete vest, the Town shall provide a new vest to the employee, if he/she so requests. The vest becomes the property of the officer who it was issued to, unless he/she requests a replacement.

B) The Town shall provide the equipment at its cost during the police academy training and shall replace the same upon completion and expiration of manufacture shelf life/warranty period.

Section 4. Rain Gear

The Town shall replace rain gear (raincoats and boots) which are unserviceable or unsightly because of normal wear and tear.

Section 5. Uniform Changes

In the event the Town contemplates a change in uniform for the Police Department, it agrees to negotiate the change with the Union prior to instituting a change. The Union will be allowed to have one (1) designee appointed to the panel.

Section 6. Uniform Inspection

Every employee must maintain a full uniform, as provided for in the current contract. The Chief of Police may conduct an annual inspection to verify that each employee's uniform is in good condition.

Section 7. Department Badges and Boards

Every officer shall be issued two (2) badges and two (2) number boards.

ARTICLE XII

Section 1. Salaries

A) Salaries for employees of the West Warwick Police Department shall be as set forth below.

B) Effective July 21, 2024, the work week for payroll purposes shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 pm. The transitional payroll on Wednesday, July 24, 2024 will include payment for time worked between Saturday July 13, 2024 through Saturday July 20, 2024. Salary adjustments that become effective before mid-week (Monday-Wednesday) shall take effect on the Sunday immediately preceding the adjustment. Salary adjustments that become effective after mid-week (Thursday-Saturday) shall take effect on the Sunday immediately following the adjustment. Salary adjustments that occur due to transfer or promotion shall take effect on the Sunday immediately following the transfer or promotion.

*Salaries do not reflect shift differential.

Rounding out to 4 decimal places

Rank	7/1/2023	7/1/2024	1/1/2025	7/1/2025	1/1/2026	7/1/2026	1/1/2027
	Current	3%	3%	2%	2%	2%	2%
Prosecution Major	\$1,820.90	\$1,875.53	\$ 1,931.80	\$ 1,970.44	\$ 2,009.85	\$ 2,050.05	\$ 2,091.05
Patrol Major	\$1,779.54	\$1,832.93	\$ 1,887.92	\$ 1,925.68	\$ 1,964.19	\$ 2,003.47	\$ 2,043.54
Detective Captain	\$1,658.47	\$1,708.22	\$ 1,759.47	\$ 1,794.66	\$ 1,830.55	\$ 1,867.16	\$ 1,904.50
Patrol Captain	\$1,617.10	\$1,665.61	\$ 1,715.58	\$ 1,749.89	\$ 1,784.89	\$ 1,820.59	\$ 1,857.00
Pros./Admin							
Lieutenant	\$1,577.27	\$1,624.59	\$ 1,673.33	\$ 1,706.80	\$ 1,740.94	\$ 1,775.76	\$ 1,811.28
Patrol Lieutenant	\$1,535.87	\$1,581.95	\$ 1,629.41	\$ 1,662.00	\$ 1,695.24	\$ 1,729.15	\$ 1,763.73
Detective Sergeant	\$1,496.04	\$1,540.92	\$ 1,587.15	\$ 1,618.89	\$ 1,651.27	\$ 1,684.30	\$ 1,717.99
Patrol Sergeant	\$1,454.68	\$1,498.32	\$ 1,543.27	\$ 1,574.14	\$ 1,605.62	\$ 1,637.73	\$ 1,670.49
Detective	\$1,362.58	\$1,403.46	\$ 1,445.56	\$ 1,474.47	\$ 1,503.96	\$ 1,534.04	\$ 1,564.72
Patrol Officer	\$1,321.34	\$1,360.98	\$ 1,401.81	\$ 1,429.85	\$ 1,458.45	\$ 1,487.62	\$ 1,517.37

Section 2. Shift Differential

- A) Any employee working between the hours of 4:00 p.m. and 12:00 midnight shall receive an additional fifty cents (\$.50) per hour.
- B) Any employee working between the hours of 12:00 a.m. and 8:00 a.m. shall receive an additional One dollar (\$1.00) per hour.

Section 3. Service Out of Rank

- A) Employees who assume the responsibility of a higher rank shall be compensated for this service at the same rate of pay as the employee for whom they are filling in. Such higher rates shall apply commencing immediately upon assuming the responsibility. No employee shall receive more than one (1) pay grade higher within their division.
- B) In any case where an employee serving out of rank, contracts an illness or suffers an injury in the performance of his/her duties, he/she shall be entitled to all the benefits of the higher rank, including, but not limited to, pay at the rate he/she was receiving while serving out of rank, provided that the rate of pay or the rank is equal to or greater than what that member currently holds.

Section 4. Longevity

- A) The Town shall pay longevity payments to all employees in recognition of continuous dedicated service to the Town in accordance with the following schedule:

4 years to less than 8 years	4.50% of annual salary
8 years to less than 12 years	6.00% of annual salary
12 years to less than 16 years	8.00% of annual salary
16 years to less than 20	10.00% of annual salary
20 years to less than 24 years	11.50% of annual salary
24 years and above	13.00% of annual salary

- B) Effective July 1, 2024, longevity payments will be calculated retrospectively back to June 30th of the prior fiscal year. Payment will be based on the prior fiscal year ending base salary and year of service as of June 30. Payment will issue during the first pay week of November in a separate check.
- C) In accordance with the FLSA, the Town shall calculate additional payments due employees as a result of overtime on a quarterly basis. These payments shall be made in a check separate and apart from the weekly payroll on the last pay period of the following quarter.

Section 5. RIPAC Accreditation Stipend

Conditional upon achievement and maintenance certification from the State of Rhode Island Police Accreditation Commission, each member shall receive in each contract year a Five Hundred Dollar (\$500) stipend payment on the second pay day in July of each year.

ARTICLE XIII

Section 1. Health & Dental Benefits - Active Employees

A) Members of the Police Union shall be offered and shall select one of two alternative HealthMate, Coast-to-Coast insurance benefit plans attached hereto as Exhibit B (hereinafter the "\$500 Deductible Health Plan"), and Exhibit C (hereinafter the "HSA Plan").

1) The Town shall also provide Delta Dental, Levels I, II, III, and IV. The Annual Maximum Allowance shall be \$2,000.00. The plan shall also include composite fillings and sealants.

In the event that the health plan provider (third-party) unilaterally changes the terms, conditions, and obligations of the health insurance plan/benefits, the Union and the Town shall agree to re-open the collective bargaining agreement to address the unilateral changes made that were beyond the authority and control of the Union and the Town.

In addition, upon receipt by the Town of notice, provided by the health care provider (third-party), of changes to the health insurance plan/benefits, then the Town shall provide said notice to the Union forthwith. Both the Town and the Union shall jointly request of the health plan provider (third-party) for an extension of time, if necessary.

Both the Town and the Union shall agree to re-open negotiations within seven (7) days of the Union's receipt from the Town, of notice regarding changes to the health care plan/benefits. After negotiations have been reopened, should the parties reach an impasse without resolution, both parties agree to petition for binding arbitration through the American Arbitration Association, for utilizing expedited arbitration procedures pursuant to the rules.

B) The Health Plans available to active employees as set forth in Exhibits B & C are summarized as follows:

(i) \$500 Deductible Health Plan

Employees hired before July 1, 2024 who have selected this plan may remain on it. Employees hired after July 1, 2024 may be enrolled in this plan but will be thereafter required to enroll in the Health Savings Account Plan effective January 1st of the year following the initial enrollment.

Co-Payment Schedule

Office Visits	\$15.00/\$25.00
Urgent Care	\$25.00
ER Co-Pay	\$100.00
Rx Benefits	\$7/\$30/\$50
Deductible	\$500 per person/\$1,000.00 max family

The \$500.00 deductible "**does not apply to**" Lab, X-Ray, MRI, CT Scan, Office Visits, Emergency Room, Urgent Care or Drugs.

The \$500.00 deductible "applies to" Outpatient Surgery, In-patient Surgery and Child Delivery.

The contribution for active employees who elect to remain in the above described "traditional" plan shall be 20% of the working rate.

(ii) Health Savings Account Plan:

The HSA Savings Plan shall have the following contributions (pre-tax payroll deduction) effective January 1, 2025 for the duration of the Agreement:

Family	Employee:	\$3,250	Employer:	\$750
Individual	Employee:	\$1,750	Employer:	\$250

C) The Employer agrees to contribute \$250.00 on January 1 for each employee enrolled in the individual plan and \$750.00 for each employee enrolled in the family plan of the Town's High Deductible Health Plan. The Town further agrees to offer a loan to advance the employee contributions on January 1st of each year to any employee. The Town may provide an optional additional health care plan which is substantively equivalent to health care provided. Employees who voluntarily choose such alternate coverage, if the coverage costs less than health care provided, shall receive fifty percent (50%) of the savings resulting from the choice. If, however, such a plan costs more than health care provided, the employee shall pay the difference between the cost of health care provided, and the optional coverage. Employees will be allowed the opportunity each year during the applicable open enrollment period or at other times established by law to change carriers.

D) Employees will be given the option to make their health care contributions Pre-Tax.

E) i. Each employee who has the High Deductible Health Plan is required to submit written notice to the Town specifying the monetary amount the Town needs to advance to the employee's Health Savings Account (HSA) in order to reach the annual medical insurance plan deductible no later than December 15th of each year. Employees cannot choose an advanced amount that is less than the sum required to meet the deductible based on their HSA balance. This election of the HSA advanced amount must be submitted annually prior to the benefit plan year.

ii. Each employee is obligated to reimburse the Town for the advanced amount to their HSA, as detailed above, subtracting any contribution from the Town as specified in paragraph B. The advanced HSA amount for each employee will be withdrawn from their payroll and repaid to the town in installments of 1/52 per pay period. This deduction will take place before tax withholding.

iii. Should an employee separate from employment with the Town before the last pay period in December, any outstanding amounts owed to the Town will be

immediately payable and will be subtracted from the final paycheck, offsetting any wages or other amounts owed to the employee. To facilitate this process, the employee is required to sign an authorization letter permitting the Town to deduct advanced HSA contributions from their final paycheck.

- iv. If the employee does not have sufficient funds to cover the amount owed through their final paycheck, the employee may write a check payable to the Town for the amount owed or complete authorization paperwork to do a reversal of funds from the employee's health savings account (if that balance is available in the account.)

F) Effective July 1, 2025 there shall be no co-payment of Health Insurance Premiums for present retirees and future retirees except as set forth in Section 2D below.

G) During the term of this Agreement, the Town at its discretion may provide other alternative health insurance coverage which will provide Police Officers with the same level of benefits and service, including benefits for any pre-existing condition, as received currently. In such cases, the Town will meet and notify with the Union prior to changing health care providers. If the Union disagrees with the Town pertaining to the equivalency of the health care benefits, the Town or the Union may file for expedited arbitration so that an arbitrator may rule whether the health care benefits are the same level. The Town agrees that no changes will be made in the present health care if there is a dispute until such time that a decision is rendered from the arbitrator.

Section 2. Health Benefits - Retirees

A) No employee who is retired shall be eligible to receive health benefits unless and until such employee is eligible to receive his or her pension.

B) Upon achieving eligibility for health care benefits, a retired employee shall receive the same health care benefit as such employee was receiving immediately prior to retirement.

C) The Town's obligation hereunder to provide health care benefits to each retiree shall be suspended if the retiree is receiving the same health care coverage as an employee of some employer other than the Town, and shall cease when the retiree becomes eligible for Medicare. In the latter case, the Town shall provide to each retiree a supplement to Medicare in the form of Plan 65 or its equivalent.

D) The parties agree that any member who retires on the \$500 Deductible Health Plan will contribute four percent (4%) of his/her annual retirement benefit toward health insurance. There shall be no co-payment of health insurance from individuals on the HSA Plan other than the required contribution as defined in Article XIII, Section 1.B.2 entitled Health Savings Account.

Section 3. Wellness Program

A) A wellness test will be conducted in an effort to keep members of the department in good overall health. Those who wish to partake may voluntarily take this test. There will be no compensation for taking the test itself. Those working will be allowed time off to take the test, but

only if scheduling does not allow for it on the officer's time off. Preparation for the test will be done on one's own time with no liability to the Town. No officer may take the test more than two (2) times per year.

B) The test will be administered by a Department Physical Fitness Specialist, who is certified through the Rhode Island Municipal Police Academy and the Cooper Institute. The test will consist of the Rhode Island Municipal Police Academy entrance standards and it will be evaluated under the pass/fail scoring system. If a member fails at any point during the test, the test will end for this member.

C) Payment for successful completion of the test will be as follows:

1) The first attempt and pass will result in payment of five hundred fifty dollars (\$550.00) for the member, paid within the next two (2) pay periods and the amount will be added onto the base pension formula.

2) If a member passes said test two (2) consecutive years the payment will be seven hundred fifty dollars (\$750.00), paid within the next two (2) pay periods and added onto the base pension formula.

3) Effective 01/01/08 if a member who passes said test three (3) consecutive years the payment will be one thousand dollars (\$1,000.00), paid within the next two (2) pay periods and added onto the base pension formula.

4) In the event a member fails or does not take the test any given year, he/she receives no payment.

5) After a member fails or skips a year the next test he/she decides to take, if passed will result in a five hundred fifty dollar (\$550.00) payment. The payment schedule as detailed in b and c will continue from that point upon successful completion of said test.

Section 4. Other Post Employment Benefits (O.P.E.B.)

Effective July 1, 2014, all bargaining unit members will contribute One Percent (1%) of their wages per week, pre-taxed, toward O.P.E.B.

ARTICLE XIV

Section 1. Injuries/Illness in the Line of Duty

A) An employee incapacitated by reason of injury or illness contracted in the line of duty shall receive full salary while his/her incapacity exists or until he/she is placed on disability retirement. Any medical expenses in connection with the injury/illness shall be paid by the Town. Said employee shall be covered pursuant to the General Laws of the State of Rhode Island, Chapter 45-19, Section 1, as amended, or until they are placed on disability pension.

B) The Town agrees that an employee will be considered as injured on duty if such injury occurs at any time while such employee is actually performing police work, even

though said employee may not actually be on his/her regular tour of duty, in accordance with Article V, Section 4 of this Agreement.

Section 2. Medical Care

A) Medical care for employees injured in the line of duty or who contract illness in the line of duty shall be as follows:

1) Employees injured or who contract illness in the line of duty, whose condition requires admittance to a hospital, shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The choice shall be made by the employee or, if his/her condition prevents him/her from making his choice, the choice shall be made by his/her nearest relative who may be available at the time. In other cases where hospitalization is not required, the employee shall have the right to a specialist of his/her own choice from the staff of a hospital in the State of Rhode Island for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

2) In cases which are of a minor nature (minor lacerations, abrasions, contusions, etc.), the judgment of the resident physician shall be followed regarding the necessity of calling a specialist.

3) When an employee has suffered a minor injury in the line of duty which does not require the care of a physician and has been treated by a member of the rescue squad, the report of the injury and treatment shall be made and forwarded to the Chief and become a part of the record of the Department. Any subsequent worsening of the injury which is proven by the employee, or of the immediate areas of the injury, shall entitle the individual to the benefits of this Article.

4) In any case where an employee desires to be hospitalized in a hospital outside the State of Rhode Island, the Town shall permit said employee to be hospitalized or to be so treated by such physician only if there is on file with the Town Clerk of the Town a certificate from the employee's resident physician in the State of Rhode Island that such hospitalization outside the State of Rhode Island is required for proper treatment and/or cure of said employee's injury or physical condition.

5) When an employee has suffered a job-related injury and an occasion arises when that injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the Town's expense. In the event that the physician who attended the employee for the original injury is not available by reason of illness, death, or from other circumstances, the employee shall have the right to engage a specialist of his own choice, duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this Section.

6) The Town shall have the right to have an employee who is claiming a job-related injury examined by a qualified physician of the Town's choosing.

7) Medical Arbitration Examination by Neutral/Third (3rd) physician. If the Town chooses to send the officer to the Town's doctor as permitted above, and the Town's doctor opinion conflicts with the officer's physician as to whether or not the officer is suffering from a work related injury and/or whether the officer is required to remain on IOD status out of work, then the officer shall be required to be examined by a neutral/third (3rd) physician for a "medical arbitration examination." The neutral/third (3rd) physician shall be mutually agreed upon by the officer's treating physician and the Town's physician. Any physician chosen through the above process shall be a physician who specializes in the area of the officer's complaint or injury for which the officer is seeking treatment for.

The neutral/third (3rd) physician shall examine the officer and shall render a written opinion with respect to which IOD-related issues are in dispute between the treating physician and the Town's physician, which report shall be delivered to the Town and the Officer. The cost of any medical arbitration examination by a neutral/third (3rd) physician shall be paid for by the Town. The results of the examination by the neutral/third (3rd) physician as selected under this section shall be conclusive on the parties, provided, however, that the Town and the IBPO shall have the right to have said determination reviewed by a single arbitrator in accordance with the arbitration provisions set forth in this Agreement.

8) The Town shall pay all expenses for inoculation or immunization shots for the employee and for the members of the employee's family residing in his/her household when such shots become necessary as a result of said employee's exposure to contagious disease where said employee has been exposed to said disease in the line of duty.

Section 3. Light Duty

A) An employee who suffers a job related injury, or an employee who is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, shall be required to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and the Town physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

2) Prior to reporting to light duty, the employee must be informed in writing of the type of work he/she must do. This must be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee cannot be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.

3) No member shall be required to leave the station while on light duty.

4) The member must be granted time off for doctor's visits or therapy.

Man
SM *MP*

5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

B) It is not the intent of this Section to in any way circumvent the terms of Rhode Island General Laws § 45-19-1, as amended.

C) An employee who suffers a non-job related injury or illness and is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may be allowed to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and, if so desired by the Town, by the Town's physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

2) Prior to reporting to light duty, the employee and Town must agree in writing to the type of work he/she will perform. This shall be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee will not be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.

3) No Member shall be required to leave the station while on light duty.

4) The Member must be granted time off for doctor's visits or therapy, however, said time shall be deducted from the employee's accumulated sick, vacation, personal or compensatory time.

5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

Section 4. Subrogation Rights

The Town shall be subrogated against any third party for any and all benefits paid to or on behalf of any member of the bargaining unit, if said bargaining unit member receives payment from said third-party. The attorney for the member of the bargaining unit shall be entitled to a reasonable fee for collecting said monies from said third party.

ARTICLE XV

Section 1. In Service Training

The Chief or his/her designee shall be permitted to temporarily transfer employees from his/her permanent bid positions for in service training for up to sixty- four (64) hours per year, allocated in blocks of thirty-two (32) hours. This may include firearms training. The training will be developed by a training coordinator and the Chief, the Chief and the training coordinator will consider recommendations supplied by the employees.

Section 2. Firearms/Training/Qualifications

In the event, the Police Department supplies a new standard weapon, all employees will attend a minimum three (3) day transition training program. Additionally, firearms training will be conducted a minimum of two (2), eight (8) hour training sessions per year, to include night firing exercises. Satisfactory completion of this training shall be a condition of further employment. The Town agrees to supply each employee with a minimum of five hundred (500) rounds of ammunition for the purpose of qualification. In the event an employee fails to qualify, the Town shall provide up to two (2) additional remedial opportunities for the employee to satisfy the requirements for this Section at his/her own expense and on his/her own time.

ARTICLE XVI

Section 1. Pension Plan

A. Employees of the West Warwick Police Department hired on after September 1, 2021 and any other employees who previously exercised their one time option to become subject to this provision, shall be subject to all the laws and regulations of the Municipal Employees Retirement System of Rhode Island, as administered by Employee Retirement System of Rhode Island including the provisions of chapter 21.2 of Title 45 of the Rhode Island General Laws as applicable including all applicable disability provisions and benefits provided by R.I. Gen. Laws 36-10.3-4 and 45-21-52.

B. Employees of the West Warwick Police Department hired on or before August 31, 2021 who are not included in Section XVI. 1. A. above, shall continue to enjoy all benefits and be subject to all the terms and conditions of the Pension Plan of Town of West Warwick for Police and Fire, as more particularly set forth in an Amended and Consent Judgment entered August 30, 2021 by the Superior Court for Kent County Rhode Island in C.A. No KC-2014-0658 and styled International Brotherhood of Police Officers Local and a Memorandum of Understanding dated August 24, 2021 between the Town of West Warwick and (the "Town Pension Plan"). The assets and liabilities of the Town Pension Plan shall be administered by and be subject of the laws and regulations of the Municipal Employees Retirement System of Rhode Island, as administered by Employee Retirement System of Rhode Island.

C. Copies of the Amended and Consent Judgement and Memorandum of Understanding are attached hereto as Exhibits D & E.

Section 2. Eligibility

It will be required as a condition of employment that an employee become a member of applicable Pension Plan upon the initiation of employment.

Section 3. Armed Service/Municipal Service Credit

Employees will be allowed to purchase an additional two (2) years of service for time spent in active military service or prior municipal service for the Town. Such time may be purchased at the employee's contribution rate and salary at the time the employee first began contributing to the pension. The actual employee contribution necessary to purchase such time shall be determined by the pension actuary. This option must be elected during the term of this Agreement. Under no circumstances may election of this option allow any employee to retire prior to serving twenty (20) continuous years on the police force as required by this Agreement.

Section 4. Spouse/Family Benefits: When an Employee is Killed While On-Duty

In the event an employee is killed in the line of duty, the following benefits, in addition to any life insurance, state or federal payments and benefits, shall be provided to the employee's family:

1) If the employee is married or unmarried with children, the family shall receive sixty-five percent (65%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),* until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a federal program.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B).* The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI Section 1 (F) of this Agreement.

4) In the event that the employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

* It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension.

Section 5. Spouse/Family Benefits: When a Vested Employee Dies While Off-Duty

In the event an employee dies while not in the performance of his/her duty as defined in Article V Sections 1-4 and said death is not considered to be job related, then the following benefits, in addition to any life insurance, state or federal payments and benefits, shall be provided to the employee's family:

1) If the vested employee is married or unmarried with children, the family shall receive the percentage of the employee's annual base salary as defined in Article XVI, Section 1(B),* to which the employee was vested at the time of his/her death. Said payment shall continue until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a federal program.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the percentage of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),* to which the employee was vested at the time of his/her death. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI, Section 1(F) of this Agreement.

4) In the event that the employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

* It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension.

ARTICLE XVII

Section 1. Legal Defense and Indemnification

A) The Town to insure all employees of the Police Department against civil suits including but not limited to a charge of False Arrest and/or Civil Rights Violation as long as the said suits or violations are in connection with his or her official capacity. Expense of said insurance is to be borne by the Town.

B) The Town also agrees to maintain the Comprehensive Law Enforcement Liability insurance policy presently in effect or furnish to each employee a better policy.

Section 2. Burial Expenses

A) In any case where an employee dies while a member of the West Warwick Police Department, the Town shall pay his/her burial expenses, but obligation in this regard shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

B) In the event an officer is killed while on duty, the Town shall pay Twenty-Five Thousand Dollars (\$25,000.00) toward the cost of burial expenses.

Section 3. Life Insurance

The Town shall pay the sum of four hundred dollars (\$400.00) per employee annually to the Union for the purpose of establishing a group life insurance policy. Payment shall be paid on or before September 30 of each year.

Section 4. Physical Examinations

The Town shall provide each employee with an annual physical examination. This examination is to include a chest x-ray, urinalysis, blood tests, E.K.G, immunization, etc. Said examination shall be conducted at a facility of the officer's choice, and the cost of such examination shall be borne by the Town.

ARTICLE XVIII

Section 1. Parades

The Town shall recognize that all parades, whether in or out of the Town, shall be on a voluntary basis of the officers participating, and each officer participating shall be compensated at the rate of time and one-half, and a four (4) hour minimum shall be in effect.

Section 2. Non-Residency

The Town agrees that residency within the Town shall not be required by an employee covered by this Agreement as a condition of continued employment for the Town.

Section 3. No Contracting Out of Service

There shall be no privatization of or contracting out of any services currently being performed by the members of this bargaining unit.

Section 4. No Strike Clause

It is expressly understood by the parties hereto that the employees of the Police Department shall have no right to engage in any work stoppage, slow down or strike. Any and all issues and grievances shall be resolved by the grievance and arbitration procedures as set forth herein.

Section 5. Printing Costs

The Union will be responsible to have this Agreement professionally printed within one (1) month of signing, providing each member of the Union with one (1) copy and providing the Town with ten (10) copies.

Section 6. Savings Clause

If any provisions of this Agreement, or application thereof to any person or circumstances, are held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application thereof to other persons or circumstances, other than those, which are held invalid, shall not be effected thereby. Any and ad rules, regulations, or orders, or parts of such that are inconsistent herewith are hereby held void.

ARTICLE XIX

Section 1. Vehicle/Traffic Maintenance

The Town agrees that the washing and mechanical work of police vehicles and the posting of traffic control devices are not duties to be performed by police officers, except during emergency conditions.

Section 2. Personal Vehicle Use

The Town assumes liability whenever any police officer is ordered to use his own private vehicle by a superior officer for police duties. The Town further agrees to compensate the officer for any damages incurred to the officer's vehicle which is done while being used for police duties. This section does not apply to voluntary use of an officer's own vehicle.

ARTICLE XX

Section 1. Military Leave

A) An employee in the bargaining unit who has left or shall leave a permanent position by reason of entering the Armed Forces of the United States whether through membership in the Reserve of the United States Military or Naval Forces, or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has held a position with the Employer for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance in the Armed Forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Reenlistment or other continued service in the Armed Forces resulting from a choice by the employee shall service to cancel such leave.

B) An employee on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

C) At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. Annual leave and sick leave due to the employee prior to induction shall be carried over to the credit of the employee until he returns.

D) Military Training Leave with pay shall be granted, not to exceed two (2) weeks per year. Upon the employee's return, he or she is to keep their check but give the Town his or her pay-stub showing gross wages for the two (2) week period. The gross will then be deducted from the gross pay due from the Town. This procedure will eliminate the built-in error he or she has on their W-2 forms, and will also negate differences in the withholding taxes from two (2) payroll offices.

E) In the event an employee is called to active duty, the Town will provide family medical coverage to supplement any Federal Benefit differences that has occurred by the active duty call out. If needed the supplement coverage will provide the employee with the same level of benefits as their active insurance.

Section 2. Leave of Absence

A) The Town Manager shall make a good faith effort to grant an application from an employee for a leave of absence, without pay, not to exceed six (6) calendar months.

B) The Town shall continue to contribute the full amount of payments for that employee's health benefits for a period of up to ninety (90) days. The employee shall be responsible for the payments of health benefits after the first ninety (90) days has expired.

C) Prior to the reinstatement of the officer on leave, he/she must have a physical examination conducted by a physician paid for by the Town.

ARTICLE XXI

Section 1. Grievances

A) For the purpose of resolving alleged grievances of employees of the West Warwick Police Department arising out of the application or interpretation of this Agreement, the following grievance procedure is agreed to by the Town:

1) When an employee or the Union feels it has a grievance, it shall, in writing, within five (5) calendar days, bring it to the attention of the Executive Board of the Union to determine the justification of the complaint.

2) After the Executive Board convenes, and feels there is merit to the grievance, it shall appoint a representative to arrange a meeting within six (6) days thereof with the Chief of Police, who shall advise the Town Manager of the alleged grievance.

3) In the event the grievance cannot be satisfactorily resolved between the Union and the Chief within six (6) days, the Union may request a meeting within the next fifteen (15) days to present the case to the Town Manager (or his/her designated representative).

4) In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the Town as aforesaid within six (6) days, the matter shall be submitted to arbitration as set forth hereinafter.

5) It is agreed by the parties hereto that, in the event the complaint shall involve suspension or discharge of any employee, the employee shall continue to be paid until there has been a final determination of the grievance or to a maximum period of thirty (30) days, whichever occurs first.

B) In addition to the foregoing grievance procedure, the Union shall have the right to initiate a grievance as a grievant on its own behalf, utilizing the aforementioned grievance procedure.

Section 2. Discipline

A) No employee shall be disciplined without just cause.

B) Employees covered by this Agreement shall have the right to file a grievance for any disciplinary action whether or not it involves the Law Enforcement Officer's Bill of Rights.

C) Any record of disciplinary action included in an officer's personnel file will be expunged from that file within two (2) years, provided that during the interim period the member has had no further departmental violations.

Section 3. Arbitration

A) Within five (5) days from the expiration of the period set forth in this Article, the Town and the Union shall each appoint an arbitrator to represent them, and each shall notify the other of the name of the person designated by it as its representative, who shall meet and appoint a third disinterested party who shall act as Chairperson of Arbitration Board. In the event that the two representatives cannot agree on the third disinterested person within five (5) days, they shall request the assignment of an arbitrator from the American Arbitration Association.

B) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his grievance. Such individual(s) shall further be entitled to be represented by legal counsel of his own choosing.

C) Any decision handed down by the majority of the Arbitration Board shall be final and binding.

D) All costs and expenses of the impartial arbitrator shall be shared equally by the parties.

Section 4. Time Off for Union Duties

A) All employees covered by this Agreement who are officers or delegates (i.e. duly elected members of the Executive Board) of the Union, shall be allowed time off when necessary for official union business, including meetings with the Town, grievances, grievance hearings, and the preparation thereof, with pay, and without requirement to make up said time.

B) The Town agrees to allow two (2) officers or delegates of the Union time off with pay for attending regional and national delegate meetings of the International Brotherhood of Police Officers if there is sufficient manpower available to cover for said employees as determined by the Chief of the Department. No officer or delegate of the Union shall exceed three (3) days per year for attending functions.

C) When official union business requires an officer or delegate to leave West Warwick Police Headquarters, notification shall be given to the Officer in Charge by said officer or delegate.

ARTICLE XXII

Section 1. Special Officers

The Town and the Union agree to establish a program to allow retirees covered under this Agreement to work NON-DEPARTMENTAL OVERTIME (Article VII, Section 6). The program will be titled as "Special Officers."

1) The "Special Officers" program will consist of any willing retired member on a normal non-disability status after July 1, 2025.

2) The Special Officers covered by this Agreement do not have the right to file a grievance with the Union on their behalf.

Section 2. Qualifications for Special Officer

A) Retired from the West Warwick Police Department after July 1, 2025 with a normal non-disability status.

B) Must complete a minimum of four (4) hours of voluntary in-service training a year.

C) Must wear proper uniform of the day while conducting the detail as determined by the Chief of Police.

D) The Special Officers will not carry firearms while on duty.

Section 3. Hourly Rate of Special Officers

Hourly Rate for Special Officers will be calculated as follows:

Detail Rate + Administration Fee - 20% of Billing Rate = Special Officers Hourly Rate

1) Detail Rate is the rate for Non-Departmental Details as described in Article VII Section 6 "Non-Departmental Overtime."

2) Administration Fee is the difference of the Billing Rate as determined by the Town minus the Detail Rate

3) Billing Rate is the hourly rate as determined by the Town for private companies, organizations or enterprises as described in Article VII, Section 6 (A).

4) The twenty percent (20%) as described in the above formula will be maintained in a separate find by the Town to cover any costs incurred by Special Officers that are associated with Workers Compensation, TDI, Unemployment Benefits, or any other associated or related costs.

ARTICLE XXIII

Section 1. Present Benefits

A) All existing benefits, practices and policies not covered by this Agreement shall continue in effect unless changed by mutual consent of the parties.

B) The Town shall retain all other rights and responsibilities inherent in the Town Council, Town Manager and Police Chief by virtue of existing statutory and Charter provisions and Departmental Rules and Regulations and the terms of this Agreement. Such rights and responsibilities shall include but not be limited to the responsibility for the efficient operation of the services of the Department, Administration of the Department, discipline of its Members and for the enforcement and execution of all laws, ordinances and rules and regulations of the Department.

C) No benefit, practice, or policy shall be deemed to be "existing" within the meaning of this Section unless it is open, notorious, mutually agreed upon as prescribed by law and continuously in effect over a legally sufficient period of time.


D) The Union shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police. Said suggestions will be given consideration and adopted, if deemed advisable by the Chief of Police.

Section 2. Duration of Agreement

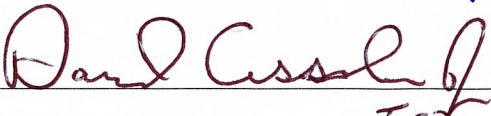
A) This Agreement shall be in effect from the term commencing July 1, 2024 through June 30, 2027.

B) If for any reason whatsoever, at the end of the term of this contract, a new contract has not been agreed upon between the Union and the Town, this contract will remain in effect until such time as a new contract is agreed upon.


C) The parties agree that the terms of this Collective Bargaining Agreement are effective only upon ratification of the Union and approval by the Town Council. Therefore, the Town of West Warwick has caused this instrument to be executed by its Town Manager and a majority of its Town Council and its corporate seal to be affixed. The Union, for its part, has caused this instrument to be executed by its President, its Recording Secretary and its I.B.P.O. National Representative.



Town Manager Dated: 07/11/2024



David Cassel
TCP Dated: 7/12/24



President 312 IBPO Dated: 7/12/24



Vice President IBPO 312 Dated: 07/12/24

Dated: _____

EXHIBIT A
STAFFING CHART

West Warwick Police Department Organizational Chart

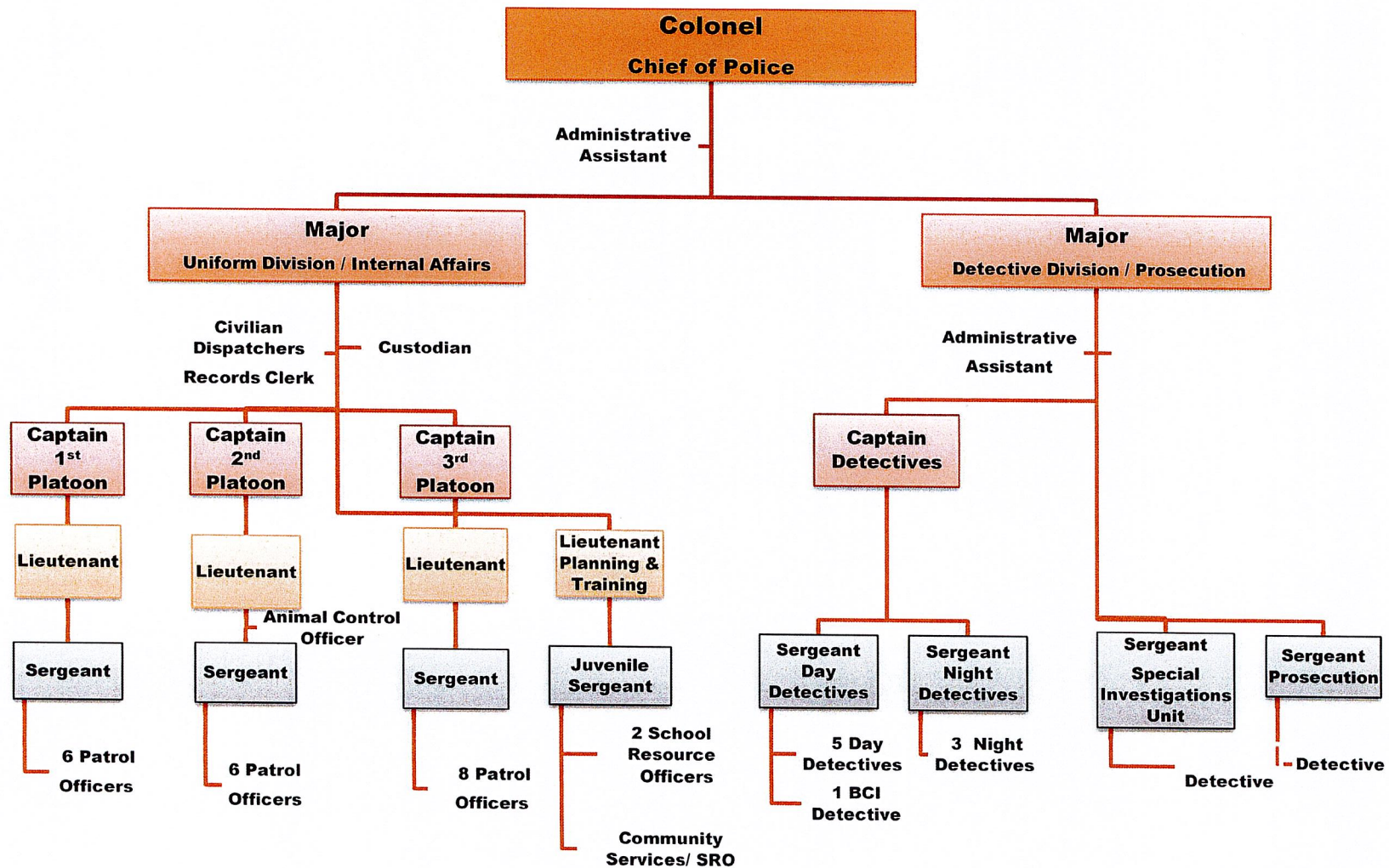


EXHIBIT B

500 DEDUCTIBLE HEALTH PLAN

100/80 500 Coinsurance Plan

Understanding Your Benefits

Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$500 per individual plan;
\$1,000 per family plan
in network
- \$500 per individual plan;
\$1,000 per family plan
out of network

Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles, copays and coinsurance each year:

- \$6,350 per individual plan;
\$12,700 per family plan
in network
- \$6,350 per individual plan;
\$12,700 per family plan
out of network

Please note:
The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay
<p>Preventive Care</p> <ul style="list-style-type: none"> ▪ Adult preventive care ▪ Child preventive care ▪ Immunizations 	<p>\$0 in network \$15 plus 20% per visit after deductible out of network</p>
<ul style="list-style-type: none"> ▪ Preventive and diagnostic lab, X-ray, and imaging 	<p>\$0 in network 20% per visit after deductible after deductible out of network</p>
<p>Primary Care Office Visits</p> <ul style="list-style-type: none"> ▪ Adult primary care ▪ Adult gynecological exam ▪ Pediatric primary care 	<p>\$15 per visit in network \$15 plus 20% per visit after deductible out of network</p>
<p>Specialist Office Visits</p> <ul style="list-style-type: none"> ▪ Specialty care ▪ Chiropractic (limit 12 visits per year) ▪ Routine eye exam (limit 1 visit per year) 	<p>\$25 per visit in network \$25 plus 20% per visit after deductible out of network</p>
<p>Outpatient Services</p> <ul style="list-style-type: none"> ▪ Medical/surgical care ▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET) 	<p>0% per visit after deductible in network 20% per visit after deductible out of network 0% per visit in network 20% per visit after deductible out of network</p>
<p>Inpatient Services</p> <ul style="list-style-type: none"> ▪ Acute care ▪ Maternity ▪ Mental health ▪ Chemical dependency ▪ Rehabilitation (limit 45 days per year) 	<p>0% per visit after deductible in network 20% per visit after deductible out of network</p>
<p>Emergency Services</p> <ul style="list-style-type: none"> ▪ Hospital emergency care 	<p>\$100 per visit in network \$100 per visit out of network</p>
<p>Ambulance</p>	<p>\$50 per occurrence in network \$50 per occurrence out of network</p>

What's Covered	What You Pay
Urgent Care Center	\$25 per visit in network \$25 plus 20% per visit after deductible out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	20% per visit after deductible in network 20% per visit after deductible out of network
Prescription Drugs	\$7-Tier 1; \$30-Tier 2; \$50-Tier 3; \$50-Tier 4

Beyond Benefits

When you sign in to your member page on **BCBSRI.com**, you have useful plan and wellness information at your fingertips.

Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365SM wellness information and discount program.

Need help?

Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

Hours: Monday – Friday, 8:00 a.m. to 8:00 p.m., Eastern Time



**Blue Cross
Blue Shield**
of Rhode Island

www.bcsri.com

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.

500 Exchange Street • Providence, RI 02903-265

Blue Cross & Blue Shield of Rhode Island is an independent license of the Blue Cross and Blue Shield Association

04/14 CUST-152

EXHIBIT C

HSA PLAN

2000/4000 Deductible Plan

Understanding Your Benefits

▪ **Deductibles**

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services

- \$2,000 per individual plan; \$4,000 per family plan in-network
- \$4,000 per individual plan; \$8,000 per family plan out-of-network

▪ **Out-of-pocket Limits**

The following is the maximum you would pay out-of-pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance)

- \$2,000 per individual plan; \$4,000 per family plan in-network
- \$12,000 per individual plan; \$24,000 per family plan out-of-network

▪ **Please note:**

The deductible and out-of-pocket limits are separate for in-network and out-of-network services

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Preventive Care		
▪ Adult preventive care	\$0 per visit	40% per visit after deductible
▪ Child preventive care		
▪ Immunizations		
▪ Preventive lab, X-ray, and imaging		
Primary Care Office Visits		
▪ Adult primary care	0% per visit after deductible	40% per visit after deductible
▪ Adult gynecological exam		
▪ Pediatric primary care		
Specialist Office Visits		
▪ Specialty care	0% per visit after deductible	40% per visit after deductible
▪ Chiropractic (limit 12 visits per year)		
▪ Routine eye exam (limit 1 visit per year)		
Outpatient Services		
▪ Diagnostic lab, x-ray, and imaging	0% per visit after deductible	40% per visit after deductible
▪ Medical/surgical care		
▪ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies		
Inpatient Services		
▪ Hospitalization	0% per visit after deductible	40% per visit after deductible
▪ Maternity		
▪ Mental Health		
▪ Chemical dependency		
▪ Rehabilitation (limit 45 days per year)		
Hospital Emergency Services	0% per visit after deductible	0% per visit after deductible
Urgent Care	0% per visit after deductible	0% per visit after deductible

Beyond Benefits

Sign in to your member page on BCBSRI.com, and you will have useful plan and wellness information at your fingertips.

Access Your Benefits:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out of pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

Health Topics & Discounts:

- Read about thousands of health topics in the Health Center.
- Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.
- Access our Blue365™ wellness information and discount program.

Need Help

Call Customer Service

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

Hours:

Monday – Friday, 8:00 a.m. to 8:00 p.m. Eastern Time

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Ambulance ▪ Ground	0% per occurrence after deductible	0% per occurrence after deductible
▪ Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
Durable Medical Equipment	0% per service/device after deductible	40% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year) ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	0% per visit after deductible	40% per visit after deductible
Prescription Drugs	0% after deductible	Not covered



www.bcbsri.com

This is a summary of your BlueSolutions benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.

500 Exchange Street • Providence, RI 02903 2699
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

EXHIBIT D

AMENDED CONSENT JUDGMENT

STATE OF RHODE ISLAND
KENT, SC

SUPERIOR COURT

INTERNATIONAL BROTHERHOOD OF POLICE)
OFFICERS LOCAL 312,)
)
Plaintiff,)
)
v.)
)
THE TOWN OF WEST WARWICK,)
)
Defendant.)
)

C.A. No. KC-2014-0658

**AMENDED
FINAL AND CONSENT JUDGMENT**

This matter came before the Court for hearing on August 30th, 2021, for entry of this Amended Final and Consent Judgment. In connection therewith, the Court makes the following findings of fact:

1. On April 1, 2014, the West Warwick Town Council passed, and the Council President and Town Clerk signed into law, Ordinance No. 2014 - 7 amending Articles 1, 3, 5 and 7 of the Pension Plan of the Town of West Warwick (Police and Fire) (the "Pension Plan") which changed pension and health care benefits of its current and former members of the West Warwick Police Department;
2. On or about June 25, 2014, International Brotherhood of Police Officers Local 312, (the "Plaintiff") on behalf of its members (the "Members"), commenced a lawsuit against the Town of West Warwick (the "Town") (C.A. No. 14-0658) challenging the aforesaid Ordinance (the "Ordinance");
3. In their complaint in C.A. No. 14-0658, the Plaintiff sought declaratory judgment, injunctive relief and damages;
4. More specifically, the Plaintiff in C.A. No. 14-0658 alleged that the Town's enactment of the Ordinance resulted in the unilateral change of pension and health benefits for the Members notwithstanding the Town's obligations created under any other statute, ordinance, interest arbitration award or collective bargaining agreement to the contrary;

5. In response, the Town alleged that the enactment of the Ordinance was a valid exercise of the police power of the Town and comported with the requirements of the State of Rhode Island and United States Constitutions;
6. The parties to this lawsuit appeared before the Court on June 30, 2014, advised the Court they had settled the lawsuit by a Memorandum of Understanding (“MOU”) dated April 7, 2014, and upon the terms stated herein, and consented to the entry of this Final and Consent Judgment; and
7. The parties having further recently advised the Court that the Plaintiff and the Town desire to effectuate the transfer of members of the Pension Plan and its assets to the State of Rhode Island Municipal Retirees Employment System (“MERS”) administered by the Employees Retirement System of Rhode Island (“ERSRI”).

Accordingly, it is thereby:

ORDERED, ADJUDGED AND DECREED as follows:

1. Except as modified by the terms of this Amended Consent Judgment, the Pension Ordinance, the Pension Plan and the CBA remain in full force and effect.
2. Solely between the parties hereto, the phrase “Annual Base Salary” as contained herein shall mean annual salary, longevity payments for the twelve months preceding the date of retirement, the wellness stipend and 105 hours of holiday pay at the Member’s hourly rate of pay during each fiscal year, but shall exclude overtime, clothing allowance, sick bonus or any other payment that is not part of the Member’s weekly earnings.
3. Effective July 1, 2014, any Member hired on or after July 1, 2014 who completes twenty (20) years of service but has not reached the requisite age of 50 may retire; however, that Member shall not be eligible to receive his or her pension until fifty (50) years of age. The pension for each Member shall be as set forth in paragraph 8 hereof.
4. Effective January 1, 2014, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Ten Percent (10%) of Annual Base Salary. Effective July 1, 2014, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Eleven Percent (11%) of Annual Base Salary. Effective July 1, 2015 and thereafter, contributions to the Pension Plan for all current and future Members shall increase to Twelve Percent (12%) of Annual Base Salary. The aforesaid Member contributions shall continue for all years of service.
5. Effective July 1, 2014 and thereafter, the Town shall pay into the Pension Plan One Hundred Percent (100%) of the Annual Required Contribution as determined by the Town’s actuary.

6. For all active Members who have Twenty (20) years of service as of June 23, 2014, the amount of the pension benefit as provided in the CBA shall not change. For all other active employees, effective July 1, 2014 and thereafter, the pension benefit for any retiring Members shall be calculated as of the date of retirement in accordance with the following schedule which shall apply to both past and future service:

<u>Years</u>	<u>Percentage Benefit</u>
10	25
20	50
21	51
22	52
23	53
24	54
25	55
26	57.5
27	60
28	62.5
29	65
30	67.5
31	70

By way of explanation, a Member will earn 2.5% of pay each year for the first twenty years of service, 1.0% of pay for the succeeding five years of service, and 2.5% of pay for the succeeding six years of service.

7. (a) With respect to any Member who becomes occupationally disabled as provided in the Pension Plan, should said employee become gainfully employed again as a police officer, the Town of West Warwick shall be relieved from said disability pension obligation to that employee. That employee shall then receive what is otherwise known as a "normal retirement pension" based on the number of years served within the Town of West Warwick with all other rights, benefits, privileges and compensation so entitled.
- (b) As a condition for the receipt Occupational Disability benefits, the member shall file every year with the Pension Board and Town Finance Director a sworn written report of his or her earned income for the one-year period immediately preceding the filing of the report, together with such supporting data as may reasonably be required, including but not limited to copies of his or her individual tax returns. In the event the member is engaged in gainful employment, the Member's pension amount for the following twelve (12) monthly payments, after filing the report of earned income, shall be reduced as follows:
- (i) The total amount of the reduction shall be \$1.00 for each dollar by

which the actual earned income exceeded the salary paid for the same one year period to an employee whose rank and seniority are the same as the retired member's highest rank and seniority while on active duty.

- (ii) One twelfth of the total reduction shall be applied to each payment, or any other method of reduction may be applied which is acceptable to the Pension Board and the Town Finance Director. However, in no event shall any such member receive an annual pension which is less than 50 percent of his or her highest Average Annual Earnings.

(c) Members who retire on disability shall have their disability pension benefit calculated on Annual Base Salary. Members who are on occupational disability shall continue to receive Sixty-Six and Two-Thirds Percent (66⅔ %) of their Annual Base Salary until they attain the normal retirement age. Members with an occupational disability who remain occupationally disabled at the time of their retirement will continue to be treated in accordance with the Town's ordinances and the Pension Plan and shall receive Sixty-Six and Two Thirds Percent (66⅔ %) of their Annual Base Salary. A disabled Member who is not occupationally disabled at the retirement age provided in the Plan shall have his or her pension benefits reduced to an amount equal to the Member's accrued benefit under paragraph 8 hereof which shall be based upon the annual salary of the most current rate of pay for the position last held by the Member, and shall not have his or her pension benefits thereafter increased by any escalator provision in the Town's pension ordinances, the Pension Plan or any collective bargaining agreement; provided, however, that, notwithstanding paragraph 10 hereof, such Member shall continue to enjoy a cost-of-living adjustment applicable to such Member under the applicable collective bargaining agreement until attainment of normal retirement age and, after such Member attains normal retirement age, shall continue to receive a cost-of-living adjustment as provided for in such Member's applicable collective bargaining agreement for an additional fifteen (15) years.

- 8. Effective July 1, 2014 and thereafter, the annual cost-of-living adjustment ("COLA") due to each Member as provided for in the CBA, shall be suspended for Seven (7) years commencing on each Member's retirement date. When it resumes, the COLA shall be calculated at an annual rate of Two and One-Quarter Percent (2.25%) compounded annually for Fifteen (15) years.
- 9. Effective immediately, the Department Structure and staffing level of the Police force as contained in the CBA shall be modified as follows:
 - (a) the two (2) staff positions that were due to be filled on January 1, 2013 shall hereinafter remain vacant in perpetuity; and
 - (b) one (1) of the two (2) staff positions that were due to be filled on July 1,

2012 shall hereinafter remain vacant in perpetuity.

10. Effective January 1, 2014 and thereafter, Article IV, Section 1. Department Structure of the CBA is hereby amended to eliminate one (1) staffing position in the patrol division consisting of one (1) patrol officer on the 8:00 a.m. to 4:00 p.m. shift, such that the number of patrol officers in that shift shall be reduced from 7 to 6. If the Town elects to amend the Department Structure any further than the aforementioned patrol position, the negotiated changes to the Department Structure shall be as follows: One (1) SIU Detectives shall be eliminated reducing the SIU Detectives from two (2) to one (1); and two (2) SRO positions shall be reduced to one (1). An organizational chart of the aforementioned changes is attached hereto as Exhibit A and is incorporated herein by reference.
11. In any subsequent legal, administrative or other proceeding that may hereinafter arise between the parties with respect to this agreement, the Town shall not raise, and hereby expressly waives its right to do so, that its commitments as contained herein are not authorized on the basis of separation of powers; and
12. Notwithstanding any transfer, conversion or assignment of the Members of the Pension Plan or the assets thereof to MERS and ERSRI, the term and conditions of this Amended Final and Consent Judgment as they pertain to the Members of the Pension Plan and their rights thereunder shall remain extant and in full force and effect. Insofar as any provisions of this Amended Consent Order call for the Town Pension Board or Town Finance Director to perform any duties, such duties shall hereinafter be performed by MERS and/or ERSRI in accordance with prevailing law and this Final and Consent Judgment.
13. In the event that a receiver is appointed for the Town or if the Town files any insolvency proceedings, and in either event there is an attempt to change any of the terms of the Consent Judgment, then the IBPO shall have the option to have the Consent Judgment vacated and then be able to contend that all previous pension benefits (including, but not limited to, COLAs) that were in place on or before January 1, 2013 be available to all Members of the IBPO with full reservation by the Town of its rights, claims and defenses in any such case, including, without limitation, the right to reject, impair or otherwise modify any executing or other form of contract under applicable state or federal law; except that the defenses of laches or the statute of limitations shall not be available to the Town.
14. The Town also agrees that in the event that it files any insolvency proceedings, then any plan with respect to the pension benefits until there is a formal Plan of Adjustment, shall be governed by the Consent Judgment. In addition, and to the extent permitted by law, the Consent Judgment shall be deemed to be the Plan of Adjustment with respect to pension benefits during any insolvency proceedings.

15. Any members of the bargaining unit who is employed as a West Warwick Police Officer as of August 31, 2021 shall be offered and shall select one of two alternative Health Mate, Coast-to-Coast insurance benefit plans attached hereto as Exhibit B (hereinafter the "\$500 Deductible Health Plan"), and Exhibit C (hereinafter the "HSA Plan").
16. Effective August 31, 2021, health insurance benefits for Members who retire shall be as follows:
- (a) No employee who is retired shall be eligible to receive health care benefits unless and until such employee is eligible to receive his or her pension;
 - (b) Upon achieving eligibility for health care benefit, a retired employee shall receive the same health care benefit as such employee was receiving immediately prior to retirement;
 - (c) The Town's obligation hereunder to provide health care benefits to each retiree shall be suspended if the retiree is receiving the same health coverage as an employee of some employer other than the Town, and shall cease when the retiree becomes eligible for Medicare in the form of Plan 65 or its equivalent; and
 - (d) The parties agree that any Member who retires on the \$500 Deductible Health Plan will contribute four percent (4%) of his/her annual retirement benefit towards health insurance. There shall be no co-payment of health insurance from individuals on the HSA Plan other than the required contribution as defined in Article XIII, Section 1.B.2 entitled Health Savings Account.
17. The terms of the Memorandum of Agreement between the Town and the Plaintiff (attached hereto as Exhibit D) shall be deemed incorporated by reference herein. This Order shall remain subject to ratification by plaintiff.

ENTER:

ORDER:

Samuel Puff Court, Jr.

Dated: 8/30/21

Christine Feeney
Deputy Clerk, I

INTERNATIONAL BROTHERHOOD OF
POLICE OFFICERS LOCAL 312

By its Attorney,

/s/ Gary T. Gentile

Gary T. Gentile (#4993)
Assistant General Counsel
International Brotherhood of Police Officers
15 Messenger Drive, Ste. 2
Warwick, Rhode Island 02888
401-467-2830
401-467-2212 Fax
ggentile@nage.org

TOWN OF WEST WARWICK

By its Attorneys,

/s/ William M. Dolan III

William M. Dolan III (#4524)
Adler Pollock & Sheehan, PC
One Citizens Plaza, 8th Floor
Providence, Rhode Island 02903
401-274-7200
401-351-4607 Fax
wdolan@apslaw.com

EXHIBIT E

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered this 31st day of August, 2021, by and between the Town of West Warwick (“Town”) and International Brotherhood of Police Officers, (“Local 312”) (collectively referred to as the “parties”).

RECITALS

- A. There is a collective bargaining agreement (“CBA”) between the Town and Local 312 for the period July 1, 2021 through June 30, 2024.
- B. The Town presently administers a local pension plan for members of the bargaining unit known as the Pension Plan of Town of West Warwick for Police and Fire (“Pension Plan”).
- C. The terms of the Pension Plan are collectively bargained for by the parties and many of those terms are contained in the existing CBA including but not limited to Article X, Section 6. and Article XVI. Additional terms are set forth in the consent judgment entered on June 30, 2014 in KC-2014-00658 (the “2014 Consent Judgment”).
- D. Because the Pension Plan is in critical status, the Town is seeking to terminate the Pension Plan and to transfer management and administration of the Pension Plan to the Municipal Employees Retirement System (“MERS”) of the State of Rhode Island as administered by the Employees Retirement System of Rhode Island (“ERSRI”), for past, current and future employees of the West Warwick Police Department.
- E. The General Assembly has enacted R.I.G.L. § 45-21.5-1 et seq. (the “Legislation”), an Act related to the Pension Plan to facilitate the assistance of MERS and ERSRI in the administration of the Pension Plan.
- F. Other statutory provisions in the Legislation allow the Town to participate in the MERS, administered by ERSRI, for new employees of the West Warwick Police Department (i.e. those hired on or after September 1, 2021).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Town and IBPO, Local 312 agree as follows:

1. This MOA and the parties' obligations contained herein shall be conditioned on (i) the ratification of this MOA by the members of IBPO Local 312 and the Town Council; (ii) acceptance by the Town Council, by resolution or ordinance, of Title 45, Chapter 21.5; (iii) passage by the Town Council of a resolution or ordinance in accordance with R.I.G.L. § 45-21-52(a) accepting Plan C described in that statute for those employees hired on or after September 1, 2021, as well as those current employees who make the irrevocable option to be subject to the provisions of §§ 45-21 or 45-21.2 as applicable and as permitted by the Legislation (see § 45-21.5-4(g)); (iv) entry of a mutually acceptable amendment to the 2014 Consent Judgment; and (v) a vote of the Retirement Board of ERSI in accordance with R.I.G.L. §§ 42-21-5.4(b) et. seq.

2. The parties agree that the intent of the Legislation and this MOA is to ensure that all employees of the West Warwick Police Department hired on or before August 31, 2021 continue to enjoy all benefits and be subject to the same terms of the Town Pension Plan in existence on or before August 31, 2021, and that MERS/ERSRI shall administer, but not change, the pension benefits and terms formerly provided by the Town. These benefits shall include, but not be limited to, applicable retirement ages, plan restrictions, accrual rates, contribution requirements, eligibility requirements, benefit calculations and any and all provisions related to post-employment benefits, death benefits, cost-of-living adjustments, and rules permitting employment in and pension credit accrual within other municipalities or the state which are participants in any other retirement plan administered by the state. Further, employees as of August 31, 2021 who hereinafter become eligible to retire from the Town shall continue thereafter to receive their benefits under the Town Pension Plan as administered as aforesaid by MERS/ERSRI notwithstanding any employment with any state, city or town.

3. New employees of the West Warwick Police Department hired on or after September 1, 2021 shall be subject to all of the provisions of chapter 21.2 of Title 45 as applicable, including all applicable disability provisions and benefits provided by §§ 36-10.3-4 and 45-21-52. The provisions of this MOA that apply to employees as of August 31, 2021 shall not apply to such new employees.

4. Notwithstanding anything set forth in this MOA, employees of the West Warwick Police Department as of August 31, 2021 shall have a one-time irrevocable option to become subject to the provisions of §§ 45-21 or 45-21.2 as applicable, including all applicable

disability provisions and benefits provided by §§ 36-10.3-4 and 45-21-52. Such election shall be made on or before September 30, 2021.


5. Employees of the West Warwick Police Department as of August 31, 2021 who may receive a disability pension in the future shall be subject to the provisions of the periodical examination of disability annuitants referenced in R.I.G.L. § 45-21-23; however, and consistent with past practice, those same individuals shall not be subject to the adjustment of disability allowance referenced in R.I.G.L. § 45-21-24 or Section 4.08 of the Town Pension Plan.

6. Notwithstanding the terms in #5, any officer who is injured prior to August 31, 2021 and have started the application for an Occupational Disability Pension shall be governed under the procedures contained in Article XIV of the CBA and the consent judgment in KC-2014-0523 (the "2014 Consent Judgment")

7. All individuals (or their spouses) who were members of the bargaining unit at the time the 2014 Consent Judgment was entered, even though these individuals have retired prior to August 31, 2021, shall be entitled to the benefits as provided under R.I.G.L. § 45-21.5-4 (Alternative acceptance of optimal retirement for police and fire fighters) as opposed to R.I.G.L. § 45-21.5-5 (Retiree participation in optional retirement plan). The intent being that these individuals shall be governed by the terms of the Town Pension Plan and/or the CBA in place at the time of their retirement and/or the 2014 Consent Judgment (as may be amended) as the case may be.

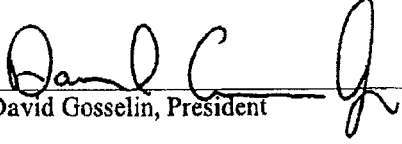
8. The undersigned hereby affirm that they each have full authority to sign this MOA on behalf of the party they represent as indicted in their respective signature blocks.

TOWN OF WEST WARWICK

By: 
Mark A. Knott, Town Manager

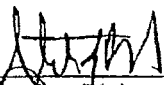
Date: 08/24/2021

WEST WARWICK TOWN COUNCIL

By: 
David Gosselin, President

Date: 08/31/2021

WEST WARWICK LOCAL 312
INTERNATIONAL ASSOCIATION OF
POLICE OFFICERS

By: 
Stephen Blais

Date: 9/1/2021