

TOWN OF NEW SHOREHAM
AND
IBPO LOCAL 720



Collective Bargaining Agreement
for
JULY 1, 2023 TO JUNE 30, 2026

****COLLECTIVE BARGAINING AGREEMENT****

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled the "Municipal Police Arbitration Act", this Agreement is made and entered into this _____ day of _____, 2024 by and between the TOWN OF NEW SHOREHAM (hereinafter referred to as the "Town" and the INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 720 (hereinafter referred to as the "IBPO Local 720").

PREAMBLE

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled the "Municipal Police Arbitration Act", the Town recognizes that the full time police officers of the Town have the statutory right to bargain collectively with the Town and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions, and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town to regulate, manage and control the Police Department of the Town except as specifically modified by the express terms of this contract.

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

Whenever used in this Agreement, the words "Member" and "Officer" each shall have the same meaning, which is active, full-time, permanent, paid police officers of the Town of New Shoreham in the ranks of Patrol Officer, Corporal, Sergeant and Lieutenant and shall exclude all others including the Chief and any part-time, reserve or seasonal personnel hired by the Town.

ARTICLE I - IBPO LOCAL 720 RECOGNITION

Section 1 - RECOGNITION

The Town recognizes the IBPO Local 720 as the exclusive bargaining agent for Members for the purpose of collective bargaining and entering into agreement relative to wages, salaries, hours, working conditions and other terms and conditions of employment. This Agreement, for its duration, constitutes complete discharge and satisfaction of the obligations created by this Section.

Section 2 - EMPLOYMENT SECURITY

The parties to this Agreement will not discriminate in any way against any Member for Membership or for legitimate activities or for non-Membership in the IBPO Local 720 nor shall the parties discriminate in any way against police officers because of race, age, sex, creed, color or national origin, or because of any other classification protected by state or federal law.

Section 3 - TIME OFF FOR BARGAINING

One Member of the bargaining unit who is an officer of the IBPO Local 720, or who is appointed by the IBPO Local 720 as a Member of said IBPO Local 720's Collective Bargaining Negotiation Committee, shall be allowed time off with pay for official Police Local negotiations and/or conferences with the Town Manager and without requirement to make up said time.

Section 4 - IBPO LOCAL 720 SECURITY

(a) All Members shall have the right to join or refrain from joining IBPO Local 720. Each bargaining unit member has a right to either (1) become a member of IBPO Local 720 and pay membership dues, or (2) pay to the IBPO a service fee in an amount determined by the IBPO, or (3) not pay either membership dues or service fees. If the employee chooses option (3) he or she will neither be a member nor entitled to representation from the IBPO during the grievance and arbitration process in accordance with R.I. General Laws 28-9.2-18(a) and (b).

§ 28-9.2-18. *Exclusive bargaining representative obligations.*

- a) *The exclusive representative shall have the right to act for and negotiate agreements covering all employees in the bargaining unit. Nothing in the provision shall require the exclusive representative to provide representation at any level of the grievance process, including arbitration, in any case on behalf of an employee who has elected not to maintain membership in the employee organization for a period of at least ninety (90) days prior to the events giving rise to the grievance.*
- b) *An employee who has elected not to maintain membership in the employee organization may, at his or her own expense, pursue a grievance against the employer and have the grievance heard, without intervention by the exclusive representative, provided that the exclusive representative is afforded the opportunity to be present at the grievance/arbitration hearing and that any resolution of the grievance shall not be inconsistent with the terms of the collective bargaining agreement then in effect between the employer and the exclusive representative. The exclusive representative shall have no obligation to incur expenses related to a grievance initiated by an employee who has elected not to maintain membership in the employee organization for a period of at least ninety (90) days prior to the events giving rise to the grievance.*

History of Section.

P.L. 2018, ch. 144, § 2; P.L. 2018, ch. 210, § 2.

(b) Union Dues Deduction. The Town of New Shoreham agrees to deduct IBPO Local 720 dues or agency service fees upon receipt of voluntary, signed authorization forms supplied by IBPO Local 720. Such deductions are to be deducted from the employees' pay checks bi-monthly and are payable to IBPO Local 720 monthly. The Town also will deduct from employee paychecks and remit to IBPO Local 720 in installments such special assessments of the IBPO Local 720.

Bargaining unit members who do not want to join IBPO Local 720 may still voluntarily elect to pay a service fee. Further, IBPO Local 720 agrees that it shall give the Town at least 30 days' notice if IBPO Local 720 desires to change the amount of dues or service fees.

(c) The rights of any bargaining unit member who elects not to pay either IBPO Local 720 membership dues or a lawful service fee shall be governed by the provisions of R.I.G.L. Section 28-9.2-18, as amended.

(d) IBPO Local 720 agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article I, Section 4.

Section 5 - IBPO LOCAL 720 REPRESENTATION

Any Member of the bargaining unit shall, if they desire, be represented by a Member of the IBPO Local 720 when appearing before the Chief of Police to answer any charges that they have violated any rules and regulations of the Department or any of the terms and conditions of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

It is recognized that, pursuant to Town Charter, Article VIII, Section 802, the operation of the Police Department is the responsibility of the Chief of Police. Moreover, it is the Town which ultimately retains all rights and jurisdiction including, but not limited to, selection and direction of the working forces; hiring, suspension or discharge of Members; making binding rules not inconsistent with the express terms of this Agreement; assigning, promoting and transferring employees; determining the amount of overtime to be worked; relieving Members from duty because of lack of work or for other reasons; deciding on the number and location of facilities, stations; determining the work to be performed, the amount of supervision necessary, the equipment and/or methods by which work shall be performed and the scheduling of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; and purchasing services of others by contract or otherwise, except as these rights may be specifically limited by the expressed terms of this Agreement.

The listing of the foregoing specific rights in no way limits the generality of Article II hereof. Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in emergencies, as declared by the Governor of the State of Rhode Island or

President of the United States, to protect the public interest even if such action is contrary to the express terms of this Agreement.

ARTICLE III - SERVICE REQUIREMENTS

Section 1 - SENIORITY

Seniority is defined to mean the accumulated length of continuous service to the Town, computed from the first day of hire as a full-time police officer. No appointment of any Member will be deemed permanent until they have served twelve (12) probationary months of continuous, full-time service with the Town's Police Department after having successfully completed the Rhode Island Municipal Police Academy. Members shall have no seniority rights or grievance and arbitration rights during this probationary period; the Member's employment may be terminated by the Town Manager without recourse to grievance procedure or arbitration as set forth in Article XIII.

A seniority list will be prepared after the effective date of this Agreement, with a copy posted. The list shall be final and binding unless a grievance is filed within five (5) working days following the date of posting.

Section 2 - LEAVE OF ABSENCE

A Member's length of service shall not be terminated or reduced but shall continue to accumulate during an authorized leave of absence with pay. A Member's length of service shall not be terminated during an authorized leave of absence without pay or a lay-off, except as hereinafter provided, but shall not continue to accumulate during such period of absence, unless required by law.

A Member's length of service shall be lost and employment terminated if any of the following occur:

- a) discharge;
- b) resignation;
- c) un-excused failure to return promptly upon expiration of authorized leave;
- d) absence for **three (3)** consecutive working days without leave or notice;
- e) layoff for longer than thirteen (13) consecutive months;
- f) absence for illness or injury for longer than thirteen (13) consecutive months;
- g) retirement.

Section 3 - LAYOFF

In the event it becomes necessary for the Town to layoff Members of the bargaining unit, the Member with the least seniority shall be laid off first. The last laid off Member shall be the first to be re-hired at the same rate of pay at which the Member was employed prior to the lay off. It

is further agreed that no persons shall be hired by the Town to perform any police function until all persons laid off have been re-hired, provided that the person laid off is available for work and physically capable of performing.

Section 4 - RANK ADVANCEMENT

No promotion can be made without the recommendation of the Chief of Police, appointment by the Town Manager and the approval of the Town Council.

Patrolman to Corporal - At least one year of full-time employment in the New Shoreham Police Department as Patrolman.

Corporal to Sergeant - At least three years of full-time employment in the New Shoreham Police Department as Corporal.

Sergeant to Lieutenant - Three years of full-time employment in the New Shoreham Police Department as Sergeant.

The Chief of Police may recommend hiring an individual from outside the employment of the New Shoreham Police Department for the rank of Corporal, Sergeant or Lieutenant provided that the individual is a graduate of the Rhode Island Police Academy or certified by the Rhode Island POST and has served the equivalent number of years with a Rhode Island Police Department to qualify for the rank as outline above. Any such recommendation made by the Chief of Police to the Town Manager must first have the approval of a majority of the active members of the New Shoreham Police Department bargaining unit.

ARTICLE IV - DUTIES

The duties of the Members of the bargaining unit shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the Town of New Shoreham and the statutes of the State of Rhode Island and other such necessary auxiliary, administrative, police service functions as are, or may be, prescribed by the Chief of Police.

Section 2 - DETAIL TO OTHER DEPARTMENT

The Town agrees that Members of the bargaining unit whose police duties are defined in Article IV, Section 1 shall be detailed to other departments of the Town for the performance of police duties only.

ARTICLE V - REPLACEMENT SERVICES

Section 1 - REPLACEMENT SERVICES

When it is determined by the Chief of Police or the Chief's designee that a replacement is necessary, the vacancy shall be offered to a Member, in order of seniority and in rotation, whenever such replacement does not jeopardize individual or public safety. If no Member is available, the Chief or the Chief's designee may offer the shift to a reserve or seasonal officer.

Section 2 - CIRCUMVENTION OF OVERTIME

No Member's tour of duty shall be changed solely to circumvent overtime.

ARTICLE VI - VACATION LEAVE

Section 1 - VACATION ALLOTMENT

All Members of the New Shoreham Police Department shall be entitled to the following calculated vacation time.

1. More than six (6) months, but less than one (1) year - five (5) days
2. More than one (1) year but less than two (2) years - ten (10) days
3. More than two (2) years, but less than five (5) years - fourteen (14) days
4. Five (5) years or more - twenty-one (21) days

For the purpose of determining the date of employment with the Town for this Article VI, Section 1, the beginning date shall be the first day on which said Member began their present term of employment with the Police Department of the Town of New Shoreham. On December 31st of each year, a Member may carry an accumulated ten (10) days of vacation plus vacation leave taken during the first pay period of the calendar year into the new calendar year; all other accumulated vacation time shall be lost.

Section 2 - TIME OF VACATION

Vacation leave may be taken at any time during the year subject to approval by the Chief of Police.

Section 3 - VACATION LEAVE PREFERENCE

vacation leave preference shall be decided by seniority, but in no case will there be more than one Member on vacation at any time. The scheduling of all vacation is subject to approval by the Chief of Police.

Section 4 - PERSONAL DAYS

Members are entitled to three and one-half (3^{1/2}) paid personal days each calendar year. Personal leave will not accumulate or be carried forward. Personal leave may be taken at any time during the year subject to the approval of the Chief of Police.

Section 5 - VACATION LEAVE

Upon written approval of the Town Manager, Members may contribute vacation leave to another Member's account provided that the receiving Member meets the extenuating circumstances and emergency conditions described in Article VIII Section 4.

ARTICLE VII – HOLIDAYS

Members shall receive twelve (12 1/2) paid holidays per year, computed on a 40 hour week, which are as follows:

New Year's Day	Labor Day	December 31 st (1/2 day)
Martin Luther King Day	Columbus Day	
President's Day	Veteran's Day	
Memorial Day	Thanksgiving	
Independence Day	Friday after Thanksgiving	
Victory Day	Christmas	

Members shall receive payment for six and one-quarter (6 1/4) holidays on the first pay period following July 1 and payment for six and one-quarter (6 1/4) holidays on the first pay period after December 1.

ARTICLE VIII - SICK LEAVE

Section 1 - SICK LEAVE

All Members covered by this Agreement shall be credited with sick leave at the following rate: one day will be added each month up to a maximum of one-hundred two (102) days. On the first pay period ending after December 31st of each year, Members may carry an accumulated ninety (90) days of sick leave plus sick leave taken during the first pay period of the calendar year into the new calendar year; all other accumulated sick leave shall be lost. Leave may be granted by the Chief of Police, at the Chief's discretion, for the illness of a Member's child, parent or spouse, unless covered in Article VIII Section 4 herein.

Section 2 – ACCUMULATION

Accumulation of sick leave credits shall commence upon the effective date of hire as a Member but shall not be compensated in the event of termination or resignation. Sick leave pay shall be based upon the individual Member's regular straight-time daily rate of pay, which shall be computed, based on a forty (40) hour regular work week.

Section 3 - CONTRIBUTIONS

Upon written approval of the Town Manager, Members may contribute sick leave to another Member's account provided that the receiving Member meets the extenuating circumstances and emergency conditions described in Article VIII Section 4.

Section 4 - CONDITIONS

Sick leave shall be granted for absence from duty because of actual personal illness or enforced quarantine established by the Department of Health or other competent authority. Members shall be entitled to a maximum of six (6) months parental and medical leave in any two (2) years to care for a new or seriously ill child, parent or spouse or as medical leave if the Member is seriously ill. Accrued sick and vacation leave may be used. The balance of time is leave without pay, however, Town will continue payment of all benefits.

Sick leave shall be payable only with respect to a workday on which the Member would otherwise have worked and shall in no event apply to any Member's scheduled day off, vacation, leave of absence or to any day for which a Member has received full pay from the Town.

Members may use a reasonable amount of sick leave, with the approval of the Chief of Police, in order to make arrangements, where necessary, and attend the funeral of a deceased family member. Family members are Spouse, Child, Father, Mother, Father-in-law, Mother-in-law, Brother, Sister, Grandfather, Grandmother, Grandchild, Uncle or Aunt. In the event of death of individuals other than those provided for in this paragraph, the decision for bereavement leave is at the discretion of the Chief of Police. When unusual travel conditions exist, bereavement leave may be extended with permission of the Chief of Police.

Section 5 - CERTIFICATE

In any case where sick leave exceeds three (3) working days the Town may require, as a condition of payment of sick leave, a physician's certificate indicating the nature of the illness and probable duration of absence from work.

Other medical proof satisfactory to the Town may, at the option of the Town Manager, be required of any Member requesting or returning from sick leave. A Member returning from injury leave may, at the option of the Town Manager, be required to undergo a medical examination, at the expense of the Town, by a doctor chosen by the Town as proof of such Member's fitness for work.

In cases where a Member suffers an on-duty injury or illness and is a participating Member of the Rhode Island Municipal Employees' Retirement System inclusive of the General Laws of the State of Rhode Island Chapter 21.2 *Optional Retirement for Members of Police Force and Firefighters*, as amended, the Member shall timely apply for an accidental disability retirement in accordance with the General Laws of the State of Rhode Island, as amended, or the obligation of the Town to continue the Member's injured-on-duty payments shall cease in accordance with the General Laws of the State of Rhode Island 45-19-1(j), *Relief of Injured and Deceased Firefighters and Police Officers*, as amended.

Section 6 - RETIREMENT SICK PAY

All Members shall be entitled to severance pay upon retirement from the Police Department equal to the number of their accrued sick days on the effective date of such retirement. To qualify for this provision, retirement is defined as retirement after twenty years under the plan referenced in Article XV.

Section 7 - SICK LEAVE BANK FOR NON JOB RELATED INJURIES OR ILLNESS

The purpose of the Sick Leave Bank (Bank) is to provide additional sick leave for the benefit of eligible Police Officers employed by the Town who have exhausted all of their accumulated sick, vacation and personal leaves. The Bank shall be used to cover absences for non-duty related injuries or sickness. The Sick Leave Bank shall commence on July 1, 2016.

Police Officers who have accumulated sick days in excess of ninety (90) days on December 31st of each year may donate up to five (5) excess sick days to the Sick Bank hereby created in lieu of losing them. The Bank shall be capped at 500 days and no additional sick days may be contributed until the number falls below 500.

Eligible participants who have exhausted their accumulated sick, vacation and personal hours, and are unable to return to work due to a long-term illness may apply for sick days from the Bank under the following conditions:

- a) There shall be a Sick Leave Bank Committee ("the Committee") comprised of one member appointed by the Union, one member appointed by the Town, and the Town Manager.
- b) Applications for sick days from the Bank shall be made in writing and presented to the Committee. The application shall be accompanied by a physician's certificate stating the nature of the illness or injury, the diagnosis, the prognosis and the anticipated length of absence. No sick days shall be granted under and circumstances until such application (with the accompanying certificate) is received by the Committee.
- c) There shall be a ten (10) day waiting period before an eligible participant is eligible to receive additional sick days from the Bank. This ten (10) day period shall commence on the first day following the eligible participant's exhausting all of his/her accumulated sick days, vacation days and personal days. In the event that the Committee grants the eligible participant's request, the Committee may award benefits retroactive to the first day following the eligible participant exhausting all of his/her accumulated sick days, vacation days and personal days.
- d) If any eligible participant is granted sick days from the Bank, he/she must submit a physician's statement to the Committee through the Town Manager every two weeks indicating that the illness is still ongoing and that treatment is being provided. Where circumstances warrant, this requirement may be waived by the Committee.

- e) The Committee will take into consideration any benefits received from TDI or Long-Term Disability in determining the number of sick days to be awarded to any eligible participant from the Bank such that any sick leave days granted from the Bank shall only be used to supplement an eligible participant's TDI or LTDI benefits and shall not result in an eligible participant receiving more than their normal pay for any period in which sick leave Bank days are granted.
- f) The maximum number of days that may be granted to any eligible participant from the Bank shall be 180 per illness, or the number currently in the Bank at the time of the application, whichever is less.
- g) The decision of the Committee shall be final and the eligible participant shall have no recourse either through the grievance procedure or any court proceedings.

ARTICLE IX - JOB RELATED INJURIES

Section 1 — INJURIES

Any Member who is injured in the line of duty shall receive such benefits as may be provided by Section 45-19-1 of the General Laws of the State of Rhode Island 1956, as it may be amended from time to time.

The Town further agrees that line of duty occurs when a Member reports for duty as defined in Article XII, Sections 3 and 4.

The Town agrees that a Member is considered injured in the line of duty when a Member is actually performing police work for and on behalf of the Town, regardless of their shift. The Town and IBPO Local 720 acknowledge the necessity for Members to perform police work for and on behalf of the Town beyond their shift.

The parties agree that in those cases in which the injury was caused under circumstances creating a legal liability in some person other than which the Town pays the damages in respect thereof, the Town shall be subrogated to the rights of the Member to recover damages therefore.

Section 2 - MEDICAL CARE FOR INJURIES

Medical Care for those Members injured in line of duty shall be as follows:

- A. Those Members of the bargaining unit injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician. The choice shall be made by the Member or, if their condition prevents them from making their choice, by the appropriate member of their family. The Member shall at all times have the right to change their physician. If the Member requires hospitalization and medical treatment outside the State of Rhode Island, they shall first secure the permission of the Town Manager for the same, which permission shall not be unreasonably withheld.

- B. In other cases involving injuries in the line of duty, which do not require hospitalization, the Member shall have the right to be treated by a physician of their own choice.
- C. When a Member has suffered any injury in the line of duty including, but not limited to, a minor injury, which does not require the care of a physician, a written and complete report on the injury and treatment shall be made to the Town Manager in accordance with regulations as soon as reasonably practical after the injury. The Town shall have a right to have any Member who reports such an injury to be examined by a Town designated physician. If a Member disagrees with the findings of the Town designated physician, the Member shall be entitled to be examined by a physician of their choice. If the opinion of the Member's private physician is in conflict with that of the Town's designated physician on any material issue(s), then a third physician mutually agreeable to the Town's physician and the Member's physician shall examine said Member, and the opinion of the physician so selected shall be conclusive upon the parties regarding such conflicting material issue(s).
- D. When a Member has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, they shall then be examined by a Town designated physician.

If the Town's physician finds that the present condition is not related to the previous injury, the Member shall then be entitled to be examined by the physician who attended them for the original injury or a physician of their choice. If the opinion of the Member's private physician is in conflict with that of the Town's physician as to whether or not the Member's condition is the recurrence of a previous injury in the line of duty, then a third physician mutually agreeable to the Town's physician and the Member's physician shall examine said Member, and the opinion of the physician so selected shall be conclusive upon the parties. If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Town shall then be responsible for payment of the Member's medical expenses. If it is finally determined that said recurrence is not of a previous injury in the line of duty, the IBPO Local 720 shall then be responsible for payment of the Member's medical expenses and the Town's expenses.

- E. Failure or refusal to report for an examination as scheduled shall be grounds for discipline.

Sections 3 - MEDICAL EXPENSES FOR INJURIES OR ILLNESS IN THE LINE OF DUTY

The Town agrees to pay for all expenses as set forth in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended. The Town further agrees that the time lost by said Member as the result of any injury received or sickness contracted in the performance of said Member's duty shall not be deducted from said Member's sick leave provided for in Article VIII.

Section 4 - MEDICAL EXPENSES FOR MEMBER'S FAMILY

Subject to the approval of the Town Manager, the Town agrees to pay all expenses for inoculation or immunization shots for the family of a Member residing in their household when such becomes necessary as a result of said Member's exposure to contagious disease where said exposure to said disease occurred in the line of duty.

ARTICLE X - LIABILITY INSURANCE

The Town shall pay all costs and expense for liability insurance for each Member of the bargaining unit in accordance with the liability insurance policies currently in place. The parties agree to attach the most current liability policy to this Agreement as an Appendix. Notwithstanding the foregoing, the Town agrees to act as self-insurer under this Article should there be no private policies available.

ARTICLE XI - RULES AND REGULATIONS

The Town agrees to furnish each Member of the bargaining unit with a complete set of rules and regulations governing the Police Department.

ARTICLE XII - COMPENSATION

Section 1 - COMPENSATION

	7/1/2022		84 hrs 6/30/2023	3.00% 7/1/2023*	3.25% 7/1/2024*	3.25% 7/1/2025*
Lieutenant	\$ 3,029.56	\$ 37.87	\$ 3,181.04	\$ 3,276.47	\$ 3,382.95	\$ 3,492.90
Sergeant	\$ 2,701.82	\$ 33.77	\$ 2,836.91	\$ 2,922.02	\$ 3,016.98	\$ 3,115.04
Corporal	\$ 2,468.16	\$ 30.85	\$ 2,591.57	\$ 2,669.32	\$ 2,756.07	\$ 2,845.64
Patrolman	\$ 2,367.65	\$ 29.60	\$ 2,486.03	\$ 2,560.61	\$ 2,643.83	\$ 2,729.76

* Bi-Weekly pay based on a 42-hour workweek.

The Recognition Agreement regarding the Patrolman/Harbormaster position has been extended until the last day of this Agreement.

In each fiscal year during the term of this Agreement, the Police budget shall contain the sum of \$750.00 per Member for uniform costs and said amount shall be available for use through Purchase Order, but shall not be the property of any individual employee if unexpended.

Section 2 - LONGEVITY

Members shall receive longevity pay based upon the terms of service in the continued employment of the Police Department.

5 years but less than 10 years	4%
10 years but less than 15 years	5%
15 years but less than 20 years	6%
20 years or more.....	7%

Length of service shall be as of June 30th each year and longevity shall be disbursed on June 30th each year.

Section 3 - WORK SCHEDULE

For the period of November 1 to May 1, the Chief of Police will schedule personnel to provide continuous Police coverage twenty-four (24) hours per day.

Annually, from September 15th through June 15th or as close to those dates as practicable and within the reasonable discretion of Chief of Police and in collaboration with the union, the day shift work schedule shall be seven (7) days on and seven (7) days off with an A side and a B side. The hours of work for the day shift shall be 6:00 a.m.- 6:00 p.m. The night shift work schedule shall be seven days on and seven days off with an A side and a B side. The hours of work for the night shift shall be 3:00 p.m. - 3:00 a.m. and 6:00 p.m. – 6:00 a.m.

Annually, from June 15th through September 15th or as close to those dates as practicable and within the reasonable discretion of the Chief of Police and in collaboration with the union, the day shift work schedule shall change to the Panama Schedule -i.e., two (2) days on, two (2) days off and three (3) days on, two (2) days off, two (2) days on, and three (3) days off - with an A side and a B side. The hours of work for the day shift shall be 6:00 a.m.-6:00 p.m. The night shift work schedule shall be seven days on and seven days off with an A side and a B side. The hours of work for the night shift shall be 3:00 p.m.- 3:00 a.m. and 6:00 p.m. – 6:00 a.m.

The work week shall be defined as forty-two (42) hours per week. Based upon a staffing level of three officers, excluding the Chief of Police, the schedule shall consist as noted previously in this section. Any further changes may be implemented upon agreement of all parties. In the event the officer is called into work during his stand-by period, he shall be paid at the rate of one and one-half his regular hourly rate of pay with a minimum of four (4) hours or stand-by, whichever is the greater amount.

Officers shall receive their regular hourly rate of pay for the twelve (12) hours worked on their assigned shift. Any officers who work in excess of their regular scheduled shift shall be compensated at the rate of one and one half (1-1/2) of their regular hourly rate of pay. Call back time shall be paid at time and one-half of the Member's regular hourly rate of pay. In the event a Member is called back by the Chief of Police for an empty shift, the Member shall cover the whole shift as herein defined for compensation of eight hours at one and one half their regular hourly rate. The Member's regular hourly rate of pay shall be determined by dividing the annual base salary by 2184.

Members other than the Chief shall be paid regular pay for forty-two (42) hours during any one-week.

Section 4 - DETAIL PAY

All officers on private details shall be paid \$50.00 per hour for a minimum of two (2) hours.

Section 5 — RETIREMENT CREDIT

Holiday pay and Longevity payments are considered part of a member's base pay regardless of the method payment for same. In the event of retirement or voluntary separation from the New Shoreham Police Department, members will be compensated for those holidays on which they were employed and longevity will be prorated to their last day of work and compensated accordingly.

Section 6 - STAFFING

The Town of New Shoreham agrees that a minimum staffing level for the Department is five officers, excluding the Chief of Police, and every effort will be made to reach this staffing level in 2023-2025 and thereafter maintain it. The Town and IBPO Local 720 agree that IBPO Local 720 will not enforce Article XII Section 6 during the term of this Agreement provided the Town maintains the staffing levels of the 2022 summer season (See Appendix B, Memorandum of Agreement).

Section 7 - CANINE CARE

There shall be a \$1200.00 stipend payable to the canine officer as total compensation for the care, maintenance, time involved with the canine.

1. The K-9 Officer will be allowed to take home, on the island, his canine police cruiser when transporting the dog.
2. Any time the K-9 handler is doing any training on his scheduled day off he will be allowed comp time for the hours spent training.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1 – GRIEVANCE

A grievance is a dispute or difference of opinion raised by a Member covered by this Agreement against the Town involving the meaning, interpretation or application of the express provisions of this Agreement or the fact that a Member of the bargaining unit believes they have been treated unfairly.

Section 2 — PROCEDURE

The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously in accordance with the following procedure;

Step 1 - Any Member covered by this Agreement who has a grievance shall submit it in writing to the Chief of Police within ten (10) business days after the event giving rise to the grievance. The grievance shall be signed by both the aggrieved Member and their IBPO Local 720 representative. The Chief of Police, the grievant, and their IBPO Local 720 representative shall meet within fifteen (15) business days of the filing of the grievance at a time and location mutually agreeable to all the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by both the Chief of Police, the grievant and the IBPO Local 720 representative. If no settlement is reached, the Chief of Police shall give written answer to the IBPO Local 720 within ten (10) business days following the meeting.

Step 2 - If the grievance is not settled in Step 1 and the Member wishes to appeal the grievance to Step 2 of the grievance procedure, the grievance shall be submitted in writing to the Town Manager within ten (10) business days after the answer in Step 1. The Town Manager, the Chief of Police, the grievant, and IBPO Local 720 representative shall meet within twenty (20) business days after the filing of the grievance with the Town Manager at a time and location mutually agreeable to all parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Town Manager, the Chief of Police, the grievant and IBPO Local 720 representative. If no settlement is reached, the Town Manager shall give the Town's written answer to the IBPO Local 720 within ten (10) business days after the meeting. If the Chief or Town Manager fails to answer on the date prescribed, the grievance shall be deemed to have been denied on that date.

Section 3 - ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure, the IBPO Local 720 may refer the grievance to arbitration within seven (7) business days after the receipt of the answer in Step 2. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the IBPO Local 720 shall immediately request the American Arbitration IBPO Local 720 to submit panels of arbitrators pursuant to its Rules.

Section 4 - AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a binding award with respect to the specific issue submitted to them. The arbitrator shall be without power to make an award contrary to or inconsistent with, modifying or varying, the laws of the State of Rhode Island or the Ordinances of the Town of New Shoreham in effect at the date of the arbitration

hearing. The arbitrator shall submit in writing their award within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The award shall be based solely upon the arbitrator's interpretation of the meaning, application of the express terms of this Agreement to the facts of the grievance presented.

Section 5 - TIME LIMITS

No grievance shall be entertained or processed unless it is submitted within the (10) business days after the occurrence of the event giving rise to the grievance. If a grievance is not presented within each of the time limits set forth above, it shall be considered waived. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the grievant and the IBPO Local 720 may elect to treat the grievance as denied, and therefore, immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

Section 6 - DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Town from discharging or otherwise disciplining any Member covered by this Agreement, regardless of seniority, for just cause. In the event that a discharged Member feels that they have been unjustly dealt with, said Member, or the IBPO Local 720 with the permission of the Member, shall have the right to file a complaint, which must be in writing with the Town within ten (10) business days from the time of discharge. Said complaint will be treated as a grievance subject to the grievance and arbitration procedure herein provided. If no complaint is filed within the time specified, the said discharge shall be deemed absolute.

Section 7 - LAW ENFORCEMENT OFFICER'S BILL OF RIGHTS

The Parties hereby acknowledge the Law Enforcement Officer's Bill of Rights, Title 42, Chapter 28.6 of the Rhode Island General Laws.

ARTICLE XIV - MEDICAL

Section 1 - MEDICAL COVERAGE

It is agreed that the Town will provide hospitalization insurance described below for the Members covered by this Agreement. Effective July 1, 2023, active employees will pay a co-share of 10%, which shall be applicable to the premiums for the health benefits described in Appendix A of this Agreement. The foregoing co-share shall increase to 12.5% effective July 1, 2024, and to 15% effective July 1, 2025.

1. For Members who work less than 20 hours per week (less than 1040 hours per annum) no coverage.
2. For Members who work 20 hours up to 35 hours per week (1040 hours per annum to 1819 hours per annum) - individual coverage only.

3. For Members who work 35 hours or more per week (1820 hours per annum or greater) family coverage.
4. The Town agrees to provide Health and Dental benefits as described in Appendix A of this Agreement.

If a Member's hours are reduced to less than the hours at which they were hired, they shall receive the benefits at the level at which they were hired. No Member's hours shall be changed to circumvent medical benefits. If a Member wishes to reduce their hours, the Town will negotiate an appropriate reduction in benefits.

Section 2 - MEDICAL ON RETIREMENT

Members who shall retire from said Police Department shall be entitled to purchase Health and Dental Benefits as described in Appendix A of this Agreement through COBRA, and the Rhode Island Police Officer's Retirement System.

ARTICLE XV - RETIREMENT

Section 1. Members covered by this Agreement shall be enrolled in the Rhode Island Municipal Employees' Retirement System inclusive of the General Laws of the State of Rhode Island Chapter 21.2 *Optional Retirement for Members of the Police Force and Firefighters*, as may be amended from time to time, and the rules, regulations and costs as required by that plan will be borne by the Members and the Town as required by the plan as may be amended from time to time.

Section 2. Members covered by this Agreement will have the option to participate in the ICMA-RC 457 Plan under the rules governed by the Plan Document. Members hired after the Plan's inception shall complete their probationary period before they are eligible to participate. Members shall be employed by the Town for two years before they are eligible for any contribution by the Town on their behalf. All costs relating to the Plan will be borne by the Town and the Members in accordance with the Plan.

Section 3. The Town shall increase salary for eligible Member's for the purpose of deferring the increase to the Member's 457 account based on the following years of service and corresponding amount:

10 years	\$1,404.00	\$54.00/pay period
6 - 9 years	\$1,092.00	\$42.00/pay period
2 - 5 years	\$ 780.00	\$30.00/pay period

A Member shall meet the requirements of the Plan document. For the purposes of determining the anniversary date, length of service is determined as of June 30. Members must defer the increase to the 457 account. The increase may not be taken in cash. If any increase in the 457 account numbers is negotiated by the New Shoreham Employees Association under their contract, it is agreed that said increases shall automatically apply here.

ARTICLE XVI - NO STRIKE CLAUSE

In consideration of the right of the Members of the bargaining unit to a resolution of disputed questions under the Grievance Procedure herein before set forth, the IBPO Local 720, for itself and all Members of the Bargaining Unit, hereby agrees that no Member of the Bargaining Unit shall have the right to engage in any work stoppage, slowdown or strike. If any unauthorized work stoppage, slowdown or strike shall take place, the IBPO Local 720 will immediately notify such Member or Members engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XVII - ENTIRE AGREEMENT

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and in the Memorandums of Agreement that are attached to and expressly incorporated into this Agreement. There are no other agreements between the parties.

ARTICLE XVIII - SEVERABILITY

It is understood by the Town and the IBPO Local 720 that nothing contained in this Agreement shall be inconsistent with any law of the United States, the State of Rhode Island, or the Town of New Shoreham Town Ordinances. In the event that any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unconstitutional, the remainder of the provisions of this Agreement shall remain in full force and effect. It is agreed that in the event any provision is declared invalid or unconstitutional, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall become effective on the First (1st) day of July, 2023 and shall remain in full force and effect to and including the 30th day of June, 2026 and shall continue in full force and effect from year to year thereafter, with the exception of Article XII, Compensation, which shall be renegotiated for years subsequent to June 30, 2026, until either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modifications must notify the other party to this Agreement in writing, one hundred-twenty (120) days prior to the Financial Town Meeting which is the last day in which money can be appropriated by the Town in the year the Contract expires. Should either party to this Agreement serve notice upon the other party, a joint conference of the Town and the IBPO Local 720 shall commence no later than ninety (90) days prior to the expiration date in the year in which the notice is given.

ARTICLE XX - TRAINING ACADEMY COSTS

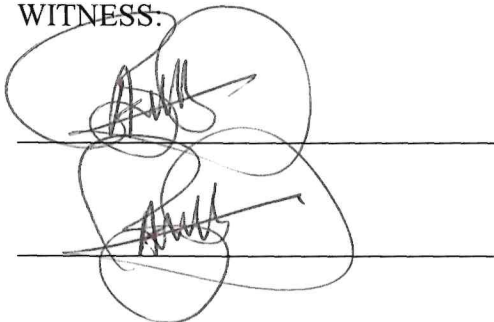
The Parties understand that probationary police officers, before they are hired and as a condition of employment, are required by the Town to execute an agreement in form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town in IBPO Local 720 with their attendance at the Municipal Police Academy in the event that they voluntarily leave employment with the Town within two years of graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be salary paid to the officer while attending the Academy, the cost of books, tuition, uniform, other school materials and the costs incurred by the Town in collecting such sums from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the Member's probationary period.

ARTICLE XXI - STANDBY PAY

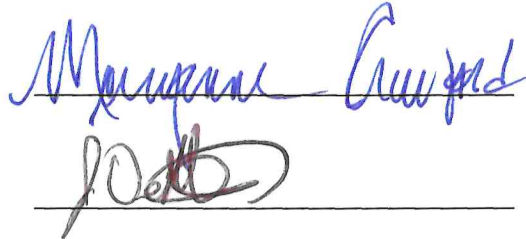
From November 1 to May 1 of each year, officers who are required to be on standby status for a shift shall be compensated thirty dollars (\$30.00) for each shift they are on standby status.

IN WITNESS THEREOF, the Town of New Shoreham has caused this Agreement to be signed and executed in its behalf by its Town Manager, and the President has signed and executed this Agreement, the day and year first above written.

WITNESS:



Town of New Shoreham

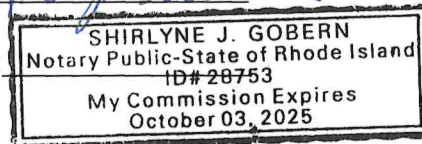


STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In New Shoreham, in said County and State, on the 31 day of July, 2024, before me personally appeared Maryanne Crawford, the Town Manager, of the Town of New Shoreham, Rhode Island, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the Town of New Shoreham, Rhode Island and she acknowledged said instrument by her executed to be her free act and deed, her free act and deed in her capacity as aforesaid, and the free act and deed of the Town of New Shoreham, Rhode Island.

Notary Public: 

My Commission Expires:



STATE OF RHODE ISLAND
COUNTY OF WASHINGTON

In New Shoreham, in said County and State, on the 31 day of July, 2024,
before me personally appeared Joseph DeMatteo, President of the IBPO Local 720, to me known
and known by me to be the party executing the foregoing instrument and he acknowledged said
instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free
act and deed of the IBPO Local 720.

Notary Public: Shirlyne J. Gobern
My Commission Expires:

SHIRLYNE J. GOVERN Notary Public-State of Rhode Island ID# 28753 My Commission Expires October 03, 2025

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APPENDIX A
HEALTH INSURANCE SUMMARY PLAN DESCRIPTION

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Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services**Coverage Period: 07/01/2023 - 06/30/2024****Blue Cross & Blue Shield of Rhode Island: HealthMate Coast to Coast****Coverage for: See below Plan Type: PPO**

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

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



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	\$15 copay plus 20% coinsurance per visit	None
	Specialist visit	\$15 copay; deductible does not apply per visit	\$15 copay plus 20% coinsurance per visit	Acupuncture Services: \$10 copay; deductible does not apply for In Network and Out of Network. Acupuncture and Chiropractic Services are limited to 12 visit(s) each per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	\$15 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; deductible does not apply	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge; deductible does not apply	20% coinsurance	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Caremark.com .	Tier 1 generic drugs	\$5 copay (Retail); \$12.50 copay (Mail Order); deductible does not apply	Not Covered	CVS Health administers the Pharmacy benefit. All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty. Infertility drugs: 20% coinsurance; deductible does not apply. Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. 30% Coinsurance <u>only</u> applies if opting out of PrudentRx Program
	Tier 2 preferred brand name drugs	\$15 copay (Retail); \$37.50 copay (Mail Order); deductible does not apply	Not Covered	
	Tier 3 non-preferred brand name drugs	\$30 copay (Retail); \$75 copay (Mail Order); deductible does not apply	Not Covered	
	Tier 4 specialty prescription drugs	\$0 copay with PrudentRx Program <u>OR</u> 30% Coinsurance (CVS Specialty Pharmacy only); deductible does not apply	Not Covered	

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	\$15 copay; deductible does not apply per visit	\$15 copay plus 20% coinsurance per visit	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private duty nursing: 20% coinsurance; Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; No charge; deductible does not apply for services to treat autism spectrum disorder. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Habilitation services	20% coinsurance	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended for certain services; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Durable medical equipment	20% coinsurance	20% coinsurance	None
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$15 copay; deductible does not apply per visit	\$15 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

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

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? **Yes.**

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

Does this plan meet Minimum Value Standards? **Yes.**

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

Language Access Services:

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

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

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

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

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

About these Coverage Examples:



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

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$250
- Specialist copayment \$15
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

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

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

Managing Joe's type 2 Diabetes

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

- The plan's overall deductible \$250
- Specialist copayment \$15
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

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

<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$500
Coinsurance	\$110
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$880

Mia's Simple Fracture

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

- The plan's overall deductible \$250
- Specialist copayment \$15
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

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

<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$210
Coinsurance	\$70
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$530

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

APPENDIX B

MEMORANDUM OF AGREEMENT

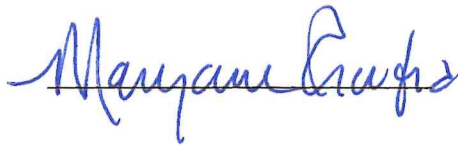
The parties agree that IBPO Local 720 will not enforce Article XII Section 6 during the term of this Agreement provided the Town maintains the staffing levels of 2022 summer season.

Signed on this, the 31st day of July 2024

International Brotherhood
Of Police Officers, Local 720



Town of New Shoreham



APPENDIX C

COPY OF APPLICABLE LIABILITY INSURANCE POLICY

— 5/12


MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of New Shoreham, Rhode Island (“Town”) and the International Brotherhood of Police Officers, Local 720 (“IBPO Local 720”).

The IBPO Local 720 and the Town agree that a Tentative Agreement has been reached for the term July 1, 2023 through June 30, 2026, which is subject to ratification by the membership of Local 720 and the Town Council. That contained within the agreement are certain terms whereby the Town agrees to compensate members of the bargaining unit certain wages based in part on a claim by IBPO Local 720 that the Town incorrectly calculated the wages due members of the bargaining unit in prior collective bargaining agreements. In accordance with the terms of the 2023-2026 agreement, and in consideration thereof, the IBPO Local 720, on behalf of itself and the bargaining unit members that it represents, agrees that the bargaining unit members have received all salary and wages due and owing through and including June 30, 2023. IBPO Local 720 further agrees to release and forever discharge the Town and each of it’s respective officers, employees, and agents past and present, (hereafter, collectively “Released Parties”), from any and all known and unknown claims, demands, grievances, and causes of action arising from or connection with the alleged non-payment of salary and/or wages that the Union or it’s collective bargaining unit members may have or have had against any of the Released Parties from the beginning of time through and including June 30, 2023.

Signed on this, the 31st day of July 2024

International Brotherhood
Of Police Officers, Local 720



Town of New Shoreham

