

JULY 1, 2021 - JUNE 30, 2024

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WASHINGTON COUNTY

FRATERNAL ORDER OF POLICE

LODGE #40

AND

THE TOWN OF CHARLESTOWN

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PREAMBLE

Pursuant to the provisions of Chapter 28-9.2-1 of the General Laws of the State of Rhode Island, 1956 as amended, entitled, "Policemen's Arbitration", the Town recognizes that the full-time permanent policemen of the Town of Charlestown (also referred to herein as the "Town") have the statutory right to bargain collectively as to wages, rates of pay, working conditions, and all other terms and conditions of employment.

- A. Nothing herein contained shall be construed to limit the right of the Town to regulate, manage, and control the Police Department of the Town except as modified by the terms of this Agreement and except as specifically directed by said chapter, reference to which has been previously made.

- B. This Agreement is subject to the provisions of said chapter, wherein the full-time policemen who are subject to its terms, shall have no right to engage in any work stoppage, slow-down, or strike, or so called, blue flu.

- C. The words "employee" and "members" when used in this Agreement, shall mean all full-time permanent police officers up to and including the rank of Lieutenant.

ARTICLE 1
DISCRIMINATION

- 1.1 There shall be no discrimination by either party against any employee for reasons of sex, race, color, creed, political affiliation (provided that the group with which he is affiliated does not advocate the violent overthrow of the government of the Town, State or Nation), national origin, union membership or non-union membership.
- 1.2 The Town and Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, evaluations, assignments, or training opportunities, remembering that the public interest remains the full utilization of employees' skills and abilities without regard to such prejudicial factor.

ARTICLE 2
RECOGNITION

- 2.1 The Town hereby recognizes the Washington County Fraternal Order of Police Lodge #40 (also referred to herein as the "FOP", the "Lodge", "Lodge #40", and/or the "Union") as the exclusive bargaining agent of all full-time permanent policemen up to and including the rank of Lieutenant for the purposes of collective bargaining and entering into agreements relative to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment.
- 2.2 The rights of the Town and members of the bargaining unit shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.
- 2.3 The Town agrees not to negotiate, bargain with, or enter into any agreements with employees covered by this Agreement on an individual basis.

- 2.4 With respect to Police and/or Town business, members of the bargaining unit shall not break the chain of command or the grievance procedure set out in this contract. Members shall not contact Town officials individually or community groups or individuals regarding departmental affairs except through the procedures set out in Article 33. The intent of this clause is to keep Department business within the Department.

ARTICLE 3 **FOP SERVICE FEES**

- 3.1 All members of the Charlestown Police Department shall have the right to voluntarily join or refrain from joining the Washington County Fraternal Order of Police Lodge #40.

- 3.2 **FOP Service Fees.** For any member of the Department who chooses not to join and thus become a member of the Washington County Fraternal Order of Police Lodge #40, the Lodge may charge such member a "Service Fee" on an as needed basis and as permitted by applicable law, in accordance with the FOP's By-Laws, if said member wishes to utilize the Lodge for purposes of the Grievance Process set forth in this Agreement and/or for representation with respect to disciplinary matters, in the Lodge's capacity as the exclusive bargaining agent of all members of the Department.

Such members of the Department who do not join the membership of the Lodge, shall be under no other financial obligation to the Lodge other than the payment of such applicable and lawful FOP Service Fee on an as needed basis.

The City shall deduct any such applicable lawful FOP Service Fee and remit said Service Fees so deducted to the Lodge.

ARTICLE 4
UNION DUES

- 4.1 The Town of Charlestown agrees to deduct union dues upon receipt of authorization forms supplied by the Union from all members of the department who are members of the Washington County Fraternal Order of Police Lodge #40; and agrees to deduct any applicable lawful FOP Service Fees (provided for in Article 3) from all members of the department who are not members of said Washington County Fraternal Order of Police Lodge #40. The Monies will be deducted no later than the fifteenth (15th) day of the month. Dues are to be deducted from the employees' paycheck bi-weekly.
- 4.2 It is understood that the Town is not responsible for the application and/or use of such funds. Accordingly, the Washington County Fraternal Order of Police Lodge #40 agrees to hold harmless and indemnify the Town for any claims arising against the Town because of such deductions from their wages. Further, the Union agrees that it shall give the Town at least thirty (30) days' notice with new authorization forms if the Union desires to change the amount of dues to be withheld from the bargaining unit employee's pay checks.

ARTICLE 5
TIME-OFF FOR UNION ACTIVITIES

- 5.1 All members of the bargaining unit who are officers of said local branch of the Washington County Fraternal Order of Police Lodge #40, or who are appointed by said Union as members of its Collective Bargaining Negotiating Committee not to exceed two (2) shall be allowed time off with pay for official Union business in negotiations and/or conferences regarding negotiations and/or arbitration with Town authorities, and without requirement to make-up said time, and without requirement to fill the duty shift.

ARTICLE 6
PERMANENT STATUS

- 6.1 All members of the Charlestown Police Department shall be eligible for appointment to permanent status on the Police Department after successfully completing a one (1) year probationary period, from date of hire. Except in the case of personal injury or illness, whether on duty or off, causing an extended leave of more than four (4) consecutive working days, then said time off shall be made up, extending the probationary period only for the amount of time missed.

ARTICLE 7
MANAGEMENT RIGHTS

- 7.1 The Town of Charlestown retains the right to exercise the customary functions of management; provided that no action taken by the Town in furtherance of the right to exercise the customary functions of management shall abridge or supersede the express and explicit provisions of this Agreement.
- 7.2 The Town shall retain the right to issue, through the Town Council or the proper authority, Rules and Regulations governing the conduct of the Police Department; provided however, that no rule, regulation, general or special order shall abridge or supersede the provisions of this Agreement, nor shall said rule, regulation or special order violate any town, state or federal law. The President of the Union or his designee will be given at least seventy-two (72) hours written notice of the issuance of any General Order affecting personnel or effecting changes in established personnel rules and regulations. During such period, the Chief of the Department and/or his designee will be available upon request by the Union for discussion of such General Orders. Exempt from this 72 hour rule requirement shall be temporary directives or other issuances of an emergency nature.

ARTICLE 8
RULES AND REGULATIONS

- 8.1 The rules and regulations governing the Charlestown Police Department shall be adhered to by all members of the Charlestown Police Department.
- 8.2 All members of the Department may suggest changes to future General Orders, to the Chief of Police. Such suggestions shall be given due consideration by the Chief of Police and if deemed advisable may be adopted.
- 8.3 Lodge #40 local branch, through its president, shall be permitted to make suggestions regarding department rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police and a copy thereof shall be transmitted to the Town Administrator by the Chief of Police. Said suggestions for rules and regulations will be given due consideration and adopted if deemed advisable by the Town Council.
- 8.4 Employees shall promptly and efficiently execute the instructions and orders of their superior officers. If an employee or employees believe that an instruction or order is unreasonable or unjust the employee or employees shall comply with the order or instruction but with the further provision that such employee or employees may regard the order or instruction as a grievance which shall be handled in accordance with the grievance procedure.
- 8.5 In the event that an employee or employees shall refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, the Town shall have the right, as its option, to suspend or discharge the offending employee or employees. However, any suspension or discharge shall be subject to applicable remedies as provided under the Policemen's Bill of Rights.

ARTICLE 9 **SENIORITY**

- 9.1 Subject to the provisions of Article 6 of this agreement the permanent employees of the Charlestown Police Department shall have seniority rights based on their date of employment and said seniority shall prevail with regard to:
1. Transfer or assignments to any division and work shift. However, the assignment to the non-promotional positions of Field Training Officer (FTO), Field Training Officer Coordinator (FTO Coordinator), School Resource Officer (SRO), Accreditation Manager and Firearms / Use of Force Instructor(s), shall be at the discretion of the Chief of Police and based on a combination of job related factors to include: seniority, performance evaluations, training and experience, education, recommendations of supervisory personnel and officer's disciplinary record.
 2. Assignments within any duty shift regarding beats or patrol areas, assuming normal business and giving allowance for training and employee job qualifications. If contested, members may request a reason for the change in writing and will comply immediately with said request. This document will be transferred to the member within 72 hours of request.
 3. Vacations, Overtime (other than the assignment of Patrol Overtime, which is administered through a rotating list, as discussed in Article 14, Section 14.3), Call-back, and any and all other circumstances or situations by whatever name they may be given; provided however, that a senior officer may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. Seniority shall not prevail in any circumstance which would contravene departmental rules and regulations and/or chain or command authority
- 9.2 A permanent up-to-date seniority list shall be posted and maintained on the bulletin board at headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.
- 9.3 All Charlestown Police Department members in probationary status are deemed to

have no seniority rights. At such time as they are appointed to permanent status, their seniority shall be listed as of their date of hire.

- 9.4 When more than one (1) employee is hired on the same day, their seniority shall be determined by the score attained at the Municipal Police Academy with the highest scorer being the most senior.
- 9.5 In the event of lay off, employees shall be laid off in inverse order according to seniority, commencing with probationary officers. Notice of lay off shall be given to all employees affected as soon as said lay off conditions become known. No less than two weeks' notice shall be given.
- 9.6 Recall - Affected employees will be recalled on a seniority basis from a preferential reemployment list. This reemployment list shall be maintained for a three year period from date of lay off.
- 9.7 In the event of recall, the order of lay off described in 9.6 shall be reversed.
- 9.8 An employee's seniority shall be lost if employment has been terminated for any of the following:
1. Discharge pursuant to a Policeman's Bill of Rights proceeding;
 2. Accepted resignation;
 3. Retirement; and/or
 4. Permanent Disability pursuant to Section 41.1 of this Agreement.

ARTICLE 10
SHIFTS

10.1 Work shifts for the Charlestown Police Department shall be comprised of three (3) eight (8) hour shifts within a twenty-four (24) hour period as follows:

11:00 P.M.	to	7:00 A.M.
7:00 A.M.	to	3:00 P.M.
3:00 P.M.	to	11:00 P.M.

10.1.5

- a. All Permanent Police Officers shall be ready for patrol at least five (5) minutes prior to the start of their shift, without being compensated for said time.
- b. No Permanent Police Officer shall work more than sixteen (16) hours in a twenty-four (24) hour period. This time shall also include outside details.
- c. The Town shall maintain three (3) cars on patrol during the 7:00 A.M. through 3:00 P.M. shift (first shift) and during the 3:00 P.M. through 11:00 P.M. shift (second shift), as assigned by the Chief of Police, at all times during the time period of May 15 through September 15 of each year; and shall maintain two (2) cars on patrol as assigned by the Chief of Police at all other times and on all other shifts (i.e. during the first and second shifts in between September 16 and May 14, and during the 11:00 P.M. through 7:00 A.M. shift (third shift) throughout the entire year). Notwithstanding the above, in the event any patrol car is placed on an assignment by the Department in which said patrol car is required to and is out of the Town of Charlestown for an extended period of time, the Department shall be obligated to call back another officer and to

maintain an additional police car on patrol for the remainder of the shift.

Each patrol will be manned by a member of the bargaining unit, or a probationary officer. The calculation of these minimum patrol car and manning levels shall not include the Administrative positions set forth in the Table of Organization attached hereto as Exhibit "A", namely the positions of Prosecution Administrative Lieutenant, Patrol Administrative Lieutenant, and Administrative Plain Clothes Detective(s).

10.2 The schedule shall be a six (6) day cycle consisting of four (4) consecutive working days of eight (8) hours followed by two (2) consecutive days off. Exceptions to this cycle may be made by the Police Chief for administrative positions; provided however, no such excepted cycle shall exceed 37 1/2 hours in duration. Upon ratification of this contract, a bidding process shall continue to be used under Article 9 and Article 10.1 for patrolmen to select their choice of shifts for a period of thirty-one cycles. Ensuing periods of shift selection shall be posted for the bidding process one month before the end of the period. The Periods Commencing January 15th and again July 15th of each year. It is understood by the parties that any changes in shift assignments through this process shall be accomplished without the Town incurring overtime penalties.

10.3 The Sergeants' and Patrolman's shifts shall be determined by bid based on rank seniority, of the same classification, in accordance with a general policy to provide response supervision to all shifts. Supervisors shall work regular hours, except in the event of an unforeseen or extraordinary situation, when the Chief may reassign the hours temporarily.

All other positions shall be considered "Administrative Positions", and shall be determined by bid based on rank seniority of the same classification. All

Administrative Positions shall have their hours set by the Chief of Police, not to exceed thirty-seven and one-half (37 1/2) hours per week, or the so-called amended four days on and two days off. Administrative Scheduling is to be consistent with Article 10.1, or a mutually agreed upon schedule.

- 10.4 When indicated as practical or desirable, because of workload conditions, special preventative needs or for personnel safety, the Chief may designate an additional eight (8) hour "Temporary Shift"; provided however, no such Temporary Shift shall exceed 37½ hours in duration. The so-called "Temporary Shift" will have a duration of no longer than 90 days and that particular assignment shall only be renewable once during the twelve (12) month period between July 1 - June 30.

Definition: Temporary Shift: a change in duties for a short period with no change in rank or pay. This will refer to patrols, shifts, beats, Special Investigations and Special Assignments. Temporary Shifts may include assignments from the Patrol Operation Division into the Criminal Investigation Division if deemed necessary. The selection of officers from the list of officers who volunteer for or apply for any such temporary assignment under this section will be at the discretion of the Chief of Police, and will be based on job related factors to include: seniority, performance evaluations, training and experience, education, recommendation of supervisory personnel, and officer's disciplinary record. Provided however, in the event that no officers volunteer for or apply for any such temporary assignment under this section, the selection of the officer for such temporary assignment shall be strictly determined by seniority with the most junior available officer being selected for said assignment.

- 10.5 A "Table of Organization" of the Charlestown Police Department, as is set forth in Exhibit "A" of this Agreement, shall be incorporated by reference into this Agreement.

All positions set forth in the Table of Organization shall be filled only by members of the FOP bargaining unit, excluding the Chief of Police. New positions created in the Departmental Table of Organization shall be filled only by current members of the

Police Department who occupy positions within the Table of Organization.

Furthermore, no member of the FOP bargaining unit shall be required by the Department to install, maintain, or repair a Departmental computer or computer system during the course of his/her normal shift. However, a member may perform such services for the Department solely on a voluntary basis pursuant to the Call-Back provisions of Article 15, and said member shall not be included in the calculation of the minimum patrol car and manning levels set forth in Section 10.1.5(c) above.

ARTICLE 11
DUTIES

- 11.1 The duties of the members of the Police Department shall be as set forth in the State Laws, the Town of Charlestown Ordinances, the Town Charter of the Town of Charlestown, and departmental rules and regulations, and such duties as are, or may be, prescribed by the Town Council in accordance with the provisions of the statutes of the State of Rhode Island in such cases made and provided.

ARTICLE 12
PROMOTIONS AND/OR LATERAL TRANSFERS

- 12.1 Any full-time, permanent member of the Police Department must complete the following consecutive years of service with the Charlestown Police Department to be eligible for promotion to the appropriate rank/grade:

3 yrs. of service	Detective
3 yrs. of service	Sergeant
5 yrs. of service	Lieutenant;

plus one year at rank before being eligible for promotion to next higher rank.

- 12.2 For promotions to the ranks of Detective, Sergeant, and Lieutenant, members must

comply with the Promotional Testing Process and procedures set forth hereunder.

Promotional examinations shall be based on:

1. Written examination
2. Oral examination
3. Recommendation from the Chief of Police
4. Education
5. Seniority, to be apportioned as follows:
 - a. 1 to 5 years of service 1 point
 - b. 6 to 10 years of service 2 points
 - c. 11 to 15 years of service 3 points
 - d. 16 to 20 years of service 4 points
 - e. over 20 years of service 5 points

- Years of service shall be defined as the total accumulated years of service within the Charlestown Police Department.

The following shall be the appropriation of points for the promotional examination process:

			Points
1.	Written examination	Forty-five	45
2.	Oral examination	Forty	40
3.	Chief's recommendation	Ten	10
4.	Seniority	Five	5
			<hr/>
			100

Chief's Recommendations:

The Chief's recommendations shall be the first part of the testing process. He shall make his recommendations, seal them in an envelope and have the Union President initial the envelope. The envelope will then be turned over to the Deputy Town Clerk to be locked in the vault until it is time for all points to be tallied. When the envelope is to be opened, said envelope must be opened in front of the Union President where he is to identify his initials.

Procedural Aspects of the Promotional Testing Process:

The Chief of Police shall be the coordinator and facilitator of the Promotional Testing Process and procedures, for purposes of coordination and scheduling of the Written and Oral Examinations. There shall be no involvement in the coordination and scheduling of the Written and/or Oral Examinations by other members of the Department or by other outside persons, without the approval of and/or knowledge of the Chief of Police.

Provided however, any verbal or written communications with the formulator of any Written Promotional Examination or with any members of the Oral Promotional Examination Board shall be conducted mutually by the Chief of Police and the FOP President (or his/her designee), unless unilateral communication has been authorized by the other, so that neither the Chief of Police nor the FOP President may unilaterally contact the formulator of any Written Promotional Examination or any members of the Oral Promotional Examination Board without the authority of the other. Also, the Chief of Police and the President of the FOP (or his/her designee) shall have the authority to mutually (not unilaterally) address any actual, alleged or perceived conflicts of interest brought to their attention during the Promotional Testing Process.

12.3 In case of a tie under the point system, the following bonus points shall be used to decide the winning candidate:

1. **Department Seniority:**
 - A. Up to 8 years 1 point
 - B. Over 8 years 2 points

2. **Education:**
 - A. Associate Degree 2 points
 - B. Bachelor's Degree 3 points
 - C. Master's Degree 4 points

3. **Rank Seniority.** Only in the event that a tie still exists after the parties have applied the Department Seniority Points tie-breaker and Education Points tie-breaker set forth above, then the parties shall assess the Rank Seniority of the candidates, and the candidate with the most Rank Seniority shall prevail.

- 12.4 The written examination shall be obtained from a national organization outside of the State of Rhode Island and which is recognized nationally to prepare and administer such police promotional examinations. The examination shall be monitored by The Chief of Police and then be corrected with all participants present, (if possible).
- 12.5 The written examination, once graded and received by the Town, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same.
- 12.6 The oral examination shall be administered by a board of three (3) active police officers from municipal police departments within the State of Rhode Island other than Charlestown. The oral board will be provided with the candidate's entire official permanent personnel record file, including a summary "cover sheet", to be used only to clarify issues brought up by the individuals during the oral presentation; provided however that any "expunged" material or disciplinary action shall not be used as part of the examination. The oral examination board members shall be selected as follows:
 1. One member shall be selected by the Town.
 2. One member shall be selected by the Union.
 3. The third member shall be selected by mutual agreement between the two members of the oral board selected by the Union and the Town. If mutual agreement cannot be reached, the third member shall be selected by petitioning the Chief Justice of the Rhode Island Superior Court for that appointment.

- 12.6.5 The Chief of Police shall make every effort to send a newly promoted member of the bargaining unit to formal training that is appropriate to their new position and responsibilities. Attendance at this training will be completed within one year of the promotion if possible. The training will take into consideration the promoted officer's education and work experience. Newly-promoted Detectives shall attend criminal investigator training (i.e., "BCI") if necessary; newly promoted Sergeants will attend first line supervisor training; and newly promoted Lieutenants will attend middle manager / leadership training. The Chief of Police may send a Detective, Sergeant or Lieutenant to additional job related training that is appropriate to their new position, as he/she deems necessary.
- 12.7 The three (3) members of the Oral Board will hold a higher rank than the position for which the exam is being administered.
- 12.8 All promotional examination results and standings shall remain in full force and effect for one (1) year after the date on which the first promotion is enacted.
- 12.9 The Town shall fill any vacancy in any position within the Table of Organization created by promotion, transfer, retirement, termination, or any other cause, within one hundred and eighty (180) days of the occurrence of said vacancy.

ARTICLE 13 **SUBSTITUTIONS**

- 13.1 Members of the Police Department may swap shifts by mutual agreement, provided, however, that written requests be submitted to the Chief of Police or his designee in at least forty-eight (48) hours [Flexible] in advance, and provided all swaps shall be made under applicable State and/or Federal laws and shall be accomplished without

the Town incurring overtime penalties. Mutual shift swaps are to be limited to three (3), initiated by any one officer per calendar month, with payback within forty-five (45) days of the swapped day.

ARTICLE 14 **OVERTIME**

- 14.1 Any employee covered by this agreement who is required to work a shift over and above those constituting a regular work cycle shall receive compensation as overtime, at the rate of time and one-half for such work at the employee's regular straight time rate of pay. Provided however, no employee shall be required to work or ordered in to work in any capacity (i.e., on a Call-Back basis, holdover Overtime basis, or other so-called order-back) on two (2) consecutive days off; except if required by the Chief of Police in the event of a declared State of Emergency, as declared by the Charlestown Town Council, State of Rhode Island, or Federal Authorities.
- 14.2 "Compensatory Time" ("Comp. Time") is paid time off which is earned and accrued by a member of the bargaining unit (officer) in lieu of the payment of money to the member for any employment for which overtime compensation would otherwise be required to be paid, and such Comp. time is permitted to be utilized by the parties to this Agreement pursuant to 29 USCS §207(o) of the *Fair Labor Standards Act* ("FLSA"). Comp. time received by an officer in lieu of money must be earned and accrued in accordance with the FLSA at the rate of not less than one and one-half hours of Comp. time for each hour of overtime worked. The Chief may, at his discretion, and upon the employee's written request, authorize Comp. time (on a case by case basis) instead of overtime. Said approval of the Chief shall not be unreasonably withheld. Individual officer's Comp. time balances shall not exceed thirty two hours (32) hours at any given time; nor shall any accumulated Comp. time be carried over as an annual benefit. All accumulated Comp. time must be taken as leave prior the officer's annual anniversary

date of hire. Any balance remaining at the officer's annual anniversary date of hire will be paid out at the rate of time and one half. After reaching said maximum during the course of a year, the officer must be paid money for further overtime at the required overtime rate of pay, unless the accrued Comp. time is used or cashed out. An officer who requests the use of Comp. time off shall be permitted to use such time if he/she provides "reasonable notice" to the Department of such time off, and as long as the use of such time off does not unduly disrupt the operation of the Department. For purposes of the preceding sentence, the Department's mere requirement to pay another member overtime or call-back does not constitute an "unduly disruption of the operation of the Department". For example, the Chief of Police may deny the taking of Comp. time as leave, if said leave would cause staffing shortages which unduly disrupt the operation of the Department.

14.3 The assignment of any Patrol Overtime, including the assignment of Patrol OIC Overtime (i.e., supervisor overtime), shall be determined solely through the use and application of two (2) separate rotating lists of eligible Officers and Supervisors, as administered pursuant to a list of all members and procedures adopted and implemented by the FOP and the Department. The two (2) rotating lists shall be as follows:

List #1: A List of all Officers and Supervisors which shall be used to fill any Patrol Overtime assignments (including Patrol OIC Overtime assignments) of at least eight (8) hours in duration or more.

List #2: A List of all Officers and Supervisors which shall be used to fill any Patrol Overtime assignments (including Patrol OIC Overtime assignments) of less than eight (8) hours in duration.

That is, when any Officer accepts a Patrol Overtime assignment, and/or when any Supervisor accepts a Patrol Overtime assignment or a Patrol OIC Overtime assignment, he/she shall rotate to the bottom of the applicable List (i.e., depending on the length of the assignment).

However, in accordance with Article 9, entitled "Seniority", and more specifically Section 9.1(3), all other Overtime (i.e. not Patrol Overtime) shall be determined strictly by the Seniority of the Officers requesting said Overtime.

ARTICLE 15 **CALL-BACK PAY**

- 15.1 All employees who are called-back to duty shall be compensated for at least four (4) hours pay, except when said call-back is less than four hours prior to the officers next scheduled tour of duty. The pay rate for call-back will equal the overtime rate set in section 14.1. Provided however, no employee shall be required to work or ordered in to work in any capacity (i.e., on a Call-Back basis, holdover Overtime basis, or other so-called order-back) on two (2) consecutive days off; except if required by the Chief of Police in the event of a declared State of Emergency, as declared by the Charlestown Town Council, State of Rhode Island, or Federal Authorities.
- 15.2 In accordance with Article 9, entitled "Seniority", and more specifically Section 9.1(3), Call-back shall be determined strictly by the Seniority of the Officers eligible for said Call-back.

ARTICLE 16 **COURT ATTENDANCE**

- 16.1 Any off-duty officer who is required to appear in any court as a witness shall be compensated at a rate of time and one-half of his regular rate of pay if this requirement arises out of a job-related incident, with a four (4) hour minimum.
- 16.2 In consideration of remuneration for court appearances as provided herein, all witness and court fees received by any employee as a result of a court appearance arising out of

the performance of his duties as an officer, shall be turned over to the Town of Charlestown.

ARTICLE 17
HOLIDAY PROCEDURE

17.1 The following holidays shall be paid holidays for all members of the Charlestown Police Department:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Presidents Day | 9. Veterans Day |
| 4. Memorial Day | 10. Thanksgiving |
| 5. Independence Day | 11. Day after Thanksgiving |
| 6. Victory Day | 12. Christmas |

17.2 Holiday pay shall be eight (8) times the employee's hourly wage and shall be paid to each employee whether he works on the holiday or not. Any employee who works on a holiday shall, in addition to holiday pay, be paid time and one-half for those hours actually worked.

17.3 Holiday pay shall be for the duty shifts with the majority of hours occurring on the day of the actual holiday.

17.4 Whenever a national holiday is declared by the President of the United States and enacted as an Act of Congress, those persons scheduled to work on that day shall be paid time and one-half for those hours actually worked. For purposes of this Section 17.4, a "national holiday" shall mean a holiday declared by the President of the United States and enacted as an Act of Congress, to be recognized by all members of the public, and not just employees of the federal government.

17.5 Persons calling in on sick leave (for a holiday) will forfeit their holiday hours to the

person who actually worked their shift. Should minimum manning be maintained then that person's holiday pay will be forfeited to the town.

ARTICLE 18 **VACATIONS**

- 18.1** All employees of the Police Department shall be entitled to vacation with pay after successfully completing their probationary period.
- 18.2** After the employee's first anniversary date (i.e., after the employee has completed one year of service), additional years of service shall be determined based on the number of full years completed as of every anniversary date thereafter, in accordance with the following schedule:
- 1.** Upon completion of one (1) year up to three (3) years of service, as of the employee's anniversary date, employees shall receive eight (8) working days for vacation.
 - 2.** Upon completion of three (3) years and up to five (5) years of service, as of the employee's anniversary date, employees shall receive twelve (12) working days of vacation.
 - 3.** Upon completion of five (5) years and up to ten (10) years of service, as of the employee's anniversary date, employees shall receive sixteen (16) working days for vacation.
 - 4.** Upon completion of ten (10) years and up to fifteen (15) years of service, as of the employee's anniversary date, employees shall receive twenty (20) working days for vacation.
 - 5.** Upon completion of fifteen (15) years of service, as of the employee's anniversary date, employees shall receive one (1) additional working day for each year thereafter as of the employee's anniversary date, to a maximum of twenty-four (24) working days.
- 18.3** Vacation periods shall be on a twelve (12) month basis and may be taken at the

officer's discretion in accordance with seniority; provided, however, that a seven (7) day advance notice is filed with the Chief of Police. Provided also, however, with respect to Vacation days/periods requested to be taken at any time during the time period of May 15 through September 15 of any year:

- The Chief of Police has the authority to deny an officer's request for vacation time during such May 15 through September 15 time period (which denial must be in writing), if that vacation absence would result in more than 2/3 of the shift being on vacation at the same time (i.e. the "2/3 Rule"). The most senior officer requesting vacation will prevail in this 2/3 circumstance.
- However, if any officer's vacation day/period request has been submitted in writing more than thirty (30) days in advance of the date of the vacation day/period, the advance request shall not be denied pursuant to the 2/3 Rule (i.e. said request may only be denied pursuant to Article 18, Section 18.6).
- Also, however, if the officer being denied a vacation day/period request pursuant to this 2/3 Rule is able to find a replacement officer to voluntarily fill and work his/her shift, in accordance with the CBA overtime rotation list, then the officer's vacation request shall be granted.
- Any denial of any officer's Vacation days/period pursuant to the 2/3 Rule shall be in writing, and said Vacation days shall not be immediately lost. Said denied Vacation days shall be carried over, but only for a maximum of 12 months (i.e., from the employee's following anniversary date to the next anniversary date). That is, said Vacation days must be used by the officer by that next anniversary date, or will be lost. Such limited carryover shall be in addition to (over and above) the maximum 12 days referenced in Section 18.4 below.

18.4 Employees shall be allowed to carry earned vacation up to a maximum of twelve (12) days from one fiscal year to the next.

18.5 The parties to this Agreement in acknowledgement of the fact that the Town of Charlestown is not only a year-round community, but also a tourist community, agree that no member of the Bargaining Unit may take more than eight (8) working days' vacation during the calendar period from June 15th through Labor Day of any year, so

as to guarantee to the Town of Charlestown that availability of the largest number of Police Officers during that period of time. Exceptions may be approved in situations where personal emergencies arise.

18.6 Vacation requests of any employee may only be denied by the Chief for Just Cause, which Cause includes only considerations of the public health, safety, and welfare, but said requests may not be denied for any financial reasons.

ARTICLE 19
CLOTHING ALLOWANCE AND MAINTENANCE

19.1 The Annual Clothing Allowance for each employee's purchase of uniform clothing and equipment shall be in the amount of \$1,250.00 per year, and shall be issued to members in two payments in the amount of \$625.00 each to be paid in the second pay periods of July and January of each year of the agreement.

19.2 All clothing and equipment purchased must conform to the standards set by the Town and will be returned to the town if an officer leaves town employment prior to retirement.

19.3 The Town agrees to repair or replace personal property (eyeglasses or watches) normally worn by employees on duty whenever same is damaged or destroyed in the course of his duties. The limits of replacement shall be:

- | | |
|---------------|----------|
| 1. Eyeglasses | \$150.00 |
| 2. Watches | \$50.00 |

19.4 The Town shall pay the cost of cleaning uniforms.

19.5 In the event that the Town of Charlestown contemplates a change of uniforms for the

Charlestown Police Department, the cost required to make such a change shall be borne by the Town. Police Officers of the Town of Charlestown shall be afforded the opportunity to furnish suggestions in the event that a change in uniforms is contemplated.

ARTICLE 20

UNIFORMED AND NON-UNIFORMED OUTSIDE DETAILS

20.1 Uniformed Details

1. Members of the Bargaining Unit shall have preference to fill all Uniformed Details assigned through the Charlestown Police Department.
2. When no member of the bargaining unit is available to fill a Uniformed Detail, the opening shall be offered to non-bargaining unit members in the following order:
 - a. Career Bargaining Unit retirees (Retained as Special Police Officers or Traffic Constables),
 - b. Non-Bargaining Unit Special Police Officers/Traffic Constables,
 - c. Non-Bargaining Unit Dispatchers (Traffic Constables).
3. Bargaining unit employees shall be compensated at a rate of time and one half of his regular rate of pay for "Town Details", with a four (4) hour minimum. Town Details are defined as the so-called Blue Shutters Beach detail, the Financial Town Meeting and any other Town Meetings or events or activities paid for by the Town which would require a so-called "Detail Officer". Town Details must be posted on the Police Overtime Board no less than forty-eight (48) hours prior to the starting date of said detail. In the case of a cancellation the "Detail Officer" will be notified not less than one (1) hour before the start of the detail. It is agreed that this provision is in no way dependent on a minimum number of details or on a minimum level of funding.

4. Bargaining unit employees shall be compensated at the following rates for all non-town details, with a four (4) hour minimum:

- 7/1/21-6/30/22: \$50.00 per hour
- 7/1/22-6/30/23: \$51.00 per hour
- 7/1/23-6/30/24: \$52.00 per hour.

5. Anything over eight (8) hours will be paid at a rate of time and one half of the respective rate of pay.
6. The town shall reserve the right to receive an administrative surcharge from vendors hiring any Non-Town Details, which will be an hourly figure based on the Town's cost to process detail compensation into regular payroll. (Accounting and bookkeeping). Provided, the Town shall be obligated to negotiate with the Union concerning any proposed increase in said administrative surcharge.
7. When no "employee" volunteers for a "Necessary detail" offered as extra police work, then a Supervisor may order Bargaining Unit Personnel in to work said detail, on a rotating basis.

Definition: Necessary details shall be any detail, where a historic or common sense perspective shows that a problem is more likely to occur than not. Employee shall be ALL members of the Bargaining Unit, Special Officers, Constables & Dispatchers. [A commonsense position should prevail.]

20.2 Non-Uniformed Details:

From time to time non-uniformed details become available where an organization or individual calls the Department to request an off-duty officer for a one time detail usually involving guard work. These details will be assigned

using the procedure in part 1 but the acceptance will be strictly voluntary and there will be no liability or obligation incurred by the Town.

ARTICLE 21
PROCEDURE IN EVENT OF ABSENCE

- 21.1 When an officer is absent, for any reason, from a scheduled duty shift:
- A. The least senior full-time officer on the shift will be notified of the impending opening as soon as possible after the opening becomes known.
 - B. Calls to offer the shift will be made to available officers of appropriate rank (patrol officers or supervisors) by seniority from highest to lowest.
 - C. Should no one volunteer to work the shift, then the eligible member with the least seniority on the previous shift will be held over to work the entire eight (8) hour shift.
 - D. If, pursuant to Subsection (C) above, the least senior member has been forced to stay over to work an entire eight (8) hour shift, then said junior member will be exempt from forced overtime on the following day.
- 21.2 Members of the Bargaining Unit will be compensated at their overtime rate for hours worked beyond their normally scheduled shifts.

ARTICLE 22
SICK LEAVE

- 22.1 Sick leave for members of the Bargaining Unit shall be earned at the rate of one and one-half (1½) working days per month ((eighteen (18) working days per year)). Unused sick leave days shall be accumulative to two-hundred and sixteen (216) working days for severance pay purposes (as said severance pay is governed by Article 40 of this Agreement), and shall be accumulative to two-hundred and fifty (250) working days

for purposes of the usage of said accumulated sick days (i.e. unused sick leave days shall accumulate up to two-hundred and fifty (250) working days for purposes of usage of said sick leave days in accordance with this Article); and a member's usage of accumulated sick leave days in excess of the two-hundred and sixteen (216) day severance pay maximum shall not reduce his/her severance pay accumulation amount unless and until the total accumulation amount falls below two-hundred and sixteen (216) days. During the month of January of each year, the Police Department shall post each member's sick leave entitlement.

22.2 Days of absence due to injuries and/or illnesses that are not incurred or contracted in the performance of an employee's duties as a police officer shall be subtracted from the employee's sick leave above.

22.3 Any officer leaving during a work shift due to illness, in the first four (4) hours will be charged at a rate of 1 full day. Any officer leaving in the second four (4) hours will be charged one-half (1/2) of a sick day.

22.4 A physician's certificate is required by the Police Chief after three (3) consecutive days of absence. Additionally, the Police Chief may require in writing such a certificate as a condition of granting a sick day, where an employee has demonstrated any pattern of use of sick leave. Also, any employee who has incurred ten (10) incidences of unexcused Sick Leave absences (of one or more consecutive Sick Leave Days) in any calendar year shall be required to submit such a physician's certificate for any additional Sick Leave absences of any duration for the remainder of that calendar year.

22.5 Any officer returning to duty after being out sick from respiratory infection or sinus cold shall not be required to perform security checks until at least twenty-four (24) hours after returning to duty.

- 22.6 Any member on sick leave leaving his/her residence during his/her scheduled work hours shall notify the station dispatch by telephone of the reason for leaving, and the intended destination. Absence from one's residence must be associated with one's illness, or be caused by unavoidable circumstances. This provision shall not apply if any member is directed by a physician to refrain from work for a specific length of time, and such documentation directing said member is on file with the Department.
- 22.7 Family Sick Leave - Sick leave may be taken when a member of the immediate family is ill or injured to a degree that would absent the employee, subject to the same provision requiring notification of leave of residence.
- 22.8 Paternity Leave - Accumulated sick leave may be granted for the imminent birth of an employee's child and up to four (4) days may be used upon the bringing home of said child from the hospital.
- 22.9 Maternity Benefits - The Department agrees that it will conform to the provisions and benefits of the state and federal laws commonly known as the Family & Medical Leave Acts.
- 22.10 **Personal Days** - Personal Days for members of the Bargaining Unit shall consist of three (3) personal days per year, plus the additional Personal Day described in the paragraph below. An Officer's annual allotment of Personal Days shall be determined as of the officer's anniversary dates. Personal Day requests made at least twelve (12) hours prior to the employee's shift shall not require the approval of the Chief, but must be submitted to the Chief or his/her designee. Personal Day requests which are not made within the above-referenced twelve (12) hours advance notice (i.e. "short-notice Personal Days"), are subject to the approval of the Chief of Police or his/her designee. The Chief or Police or his/her designee may also authorize the Shift OIC to approve the use of a short-notice Personal Day, and in the event there is no OIC on

duty, then the Chief of Police or any Lieutenant may authorize the use of a short-notice Personal Day. Personal Day requests of any employee may only be denied by the Chief for Just Cause, which Cause includes only considerations of the public health, safety, and welfare, but said requests may not be denied for any financial reasons.

In addition to the three (3) Personal Days referenced in this Section 22.10 above, members of the bargaining unit shall be entitled to a fourth (4th) Personal Day each year; provided however that with respect to any employee who uses a fourth (4th) Personal Day in any year, the use of at least one (1) of the employee's four (4) Personal Days in said year may not result in the requirement that Overtime be used to fill said employee's Shift due to his/her use of the Personal Day (i.e. this Overtime restriction shall only apply to one (1) of the employee's four (4) Personal Days in any year).

- 22.11 Emergency Appointments - Accumulated sick leave may be granted for emergency appointments regarding health, dental and optical conditions. A certificate showing how the leave was applied will be procured from the attending doctor's office.

ARTICLE 23

ILLNESS IN LINE OF DUTY

- 23.1 Members of the Police Department who become sick while in the line of duty shall be covered under all applicable provisions of State Law. (RIGL §45-19-1)
- 23.2 Whenever a serious illness is contracted by any officer while on duty, the individual shall, as soon as possible after knowledge of same, cause written notice to be given to the officer in charge who shall notify the Chief of Police. The Chief of Police may require, at the Town's expense, at anytime, an examination by a Town selected

physician concerning the illness.

- 23.3 Each officer shall notify the town as soon as they learn of any additional expenses that will need to be paid by the town.

ARTICLE 24 **INOCULATION/IMMUNIZATION**

- 24.1 The town agrees to pay all expenses for inoculation administered to any employee covered by this Agreement and members of their family who normally reside in the employee's household, when such becomes necessary as a result of employee's exposure to disease while in the performance of his duties.
- 24.2 The town agrees to pay for immunizations of officers as necessary. These preventative shots will be for the individual officers only and will include a Hepatitis B and yearly flu shots.

ARTICLE 25 **INJURED ON DUTY**

- 25.1 Members of the Police Department who are injured in the line of duty shall receive all applicable benefits provided by the laws of the State of Rhode Island (specifically RIGL §45-19-1) while said members are absent from duty due to said injur(ies).
- 25.2 Whenever an injury occurs to any officer while on duty (or while performing said duty for the Town), the individual shall, as soon as possible after knowledge of same, cause written notice to be given to the officer in charge who shall notify the Chief of Police. The Chief may require, at the Town's expense, at any time, an examination by a Town selected physician concerning the injury.

Provided, however, nothing contained within this Section 25.2 shall prohibit a member from receiving all benefits to which he/she is entitled under the laws of the State of Rhode Island (specifically RIGL §45-19-1).

25.3 The officer shall notify the Chief of Police & the Town Administrator as soon as they learn of any additional expenses that will need to be paid by the town.

25.4 The Chief has the option of granting light duty to an employee injured on duty, on a case by case basis. This will be after the employee's written request to return for said light duty.

ARTICLE 26 **INJURED OFF DUTY**

26.1 Whenever an injury occurs to any officer while off duty, requiring the use of sick leave, then the officer shall notify the Chief of Police in written notice as to the circumstances involved.

26.2 The Chief may require a certificate from the individual's physician concerning said injury. The individual's doctor will provide the Town with a list of what the individual may or may not do while so injured.

26.3 The Chief has the option of granting light duty to an employee injured off duty, on a case by case basis. This will be after the employee's written request to return for said light duty.

ARTICLE 27
BEREAVEMENT LEAVE OF ABSENCE

- 27.1 In the case of the death of a spouse, child, step-child, parent, brother, sister, grandparent, step-relation, foster relation, in-law relations of same degree of kinship, of any employee, such employee shall be entitled to a leave of absence with pay and without requirement to make up said time for a period of four (4) days to permit attendance at the funeral of said person.
- 27.2 If the deceased person referred to in 27.1 was residing with the employee then said employee shall be entitled to one additional day for the additional responsibilities incurred.
- 27.3 In the case of death of a relative other than those provided for in section 27.1, such leave of absence with pay and without requirement to make up said time shall be one (1) day to permit attendance at the funeral of said person.

ARTICLE 28
LEAVE OF ABSENCE

- 28.1 Upon written application, an employee may be granted a leave of absence without pay from the Charlestown Police Department. Such leave of absence shall be at the recommendation of the Chief of Police and approved by the Town Administrator and shall not exceed six (6) months for reason of personal illness, unpaid parental leave, illness in the immediate family, disability, or for the purpose of furthering one's education or training in skills related to his employment. Such requests for educational purposes shall be made at least two months prior to the time leave is to start.

28.2 Prior to obtaining a leave of absence for the purpose of furthering his skills relating to his employment, the employee must sign an affidavit that, for the considerations granted, he will return to the Department upon completion of the program and be available for duty for a period of three times his period of absence.

28.3 Upon return to duty, such employee(s) will be placed in his former position and the seniority he held at the commencement of his leave of absence, shall be retained throughout such absence. The cost to maintain Blue Cross or comparable coverage is to be remitted to the Town by the employee(s) during the time of his absence from the Police Department.

ARTICLE 29 **HEALTH CARE**

29.1 Health Insurance Plan.

All employees of the Bargaining Unit shall be covered by the Blue Cross/Blue Shield *HealthMate Coast to Coast* Health Insurance Plan. Provided however, after first meeting and consulting with Lodge #40, the Town may utilize another health insurance provider and plan which provides the comparable level and quality of health care benefits as the Blue Cross/Blue Shield *HealthMate Coast to Coast* Health Insurance Plan. Coverage shall commence on the first day of the month following completion of the initial thirty (30) days of employment. The following riders are to be included:

1. Medical Emergency
2. 365 days of care
3. \$1,000,000 lifetime coverage
4. Prescription Rider: As of July 1, 2013 move to \$15 Primary, \$25 Specialist, \$50 Urgi-visit, \$100 Emergency Room Move Drugs to \$7/\$25/\$40/\$40 Specialty Rx

29.2 Individual or Family Health Insurance Coverage.

The health insurance plan described above in Section 29.1 shall provide the appropriate type of coverage required to cover all qualified members of an employee's family. For example, single employees without children shall receive individual coverage, married employees without children shall receive a spousal plan, and married employees with children shall receive family coverage. Provided however, there may be situations in which an employee may not fit into one of the aforementioned categories yet still receive different level of insurance (i.e. a divorced employee with children).

29.3 Active Employees' Health Insurance Plan Contribution Payments.

Current Active Employee Health Insurance Plan Contribution Payments: All Employees of the Bargaining Unit shall contribute twenty percent (20%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan.

Such employees' health insurance plan contributions shall be made through bi-weekly payroll deductions, and to the extent permitted pursuant to the *Internal Revenue Code* or other applicable laws, such payroll deductions shall be made on a "pre-tax" basis.

At the beginning of each Contract year (i.e. July 1), Lodge #40 may request a copy of the invoiced premium (or another form of written document) submitted to the Town from its health insurance provider clearly indicating the level of premium charged for that year, and the Town shall comply with Lodge #40's request.

Prior Collective Bargaining Agreement Provisions (for historical information):

- Effective as of January 1, 2008 and through December 31, 2011, employees

hired *prior to July 1, 2006* contributed ten percent (10%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan.

- Effective as of January 1, 2012 and through June 29, 2012, employees hired *prior to July 1, 2006* contributed fifteen percent (15%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan.

- Effective as of June 30, 2012, employees hired *prior to July 1, 2006* began to contribute twenty percent (20%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan.

- Effective as of July 1, 2006 and through June 29, 2012, employees hired *on or after July 1, 2006* contributed fifteen percent (15%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan.

- Effective as of June 30, 2012, employees hired *on or after July 1, 2006* began to contribute twenty percent (20%) of the actual premium charged to the Town by its health insurance provider for such employees' health insurance plan.

29.4 **Retired Employees' Health Insurance Plan Contribution Payments**

Health insurance coverage provided to retired employees of the Bargaining Unit is set forth in Article 40, Section 40.4 of the Agreement.

Current Retired Employee Health Insurance Plan Contribution Payments: All Employees of the Bargaining Unit who retire during the effective term this Agreement shall contribute twenty percent (20%) of the premium charged to the Town for such retired employees' retiree health insurance plan for as long as they remain covered by such health insurance plan during their retirement.

Prior Collective Bargaining Agreement Provisions (for historical information):

- Employees who retired in between July 1, 2012 and June 29, 2014 must contribute fifteen percent (15%) of the premium charged to the Town for such retired employees' retiree health insurance plan for as long as they remain covered by such health insurance plan during their retirement.

- Employees who retired after June 30, 2014 began to contribute twenty percent (20%) of the premium charged to the Town for such retired employees' retiree health insurance plan for as long as they remain covered by such health insurance plan during their retirement.

The required retiree health care contribution rates set forth herein shall also apply to the Town's provision of the so-called "Plan 65" or its comparable plan to such retired employees of the Bargaining Unit under Article 40, Section 40.4(b) of the Agreement, when applicable.

Moreover, in furtherance of the provisions set forth in Article 40, Section 40.4(c) of the Agreement, as a condition precedent to obtaining retiree health insurance coverage from the Town, all retired employees of the Bargaining Unit shall be required to complete and submit to the Town, on or before July 1 of each year, a sworn affidavit as provided by the Town attesting that such employee and/or his/her spouse are not eligible for medical insurance under any other health insurance plan which provides a reasonably comparable level and quality of health care benefits as the plan offered by the Town.

ARTICLE 30 **DENTAL SERVICES**

- 30.1 The Town will provide, at its expense, for members of the Bargaining Unit and their immediate family the following:
1. Delta Dental Basic, provided however, after first meeting and consulting with Lodge #40, the Town may utilize another dental insurance provider and plan which provides the comparable level of service and quality of dental care benefits as Delta Dental and all applicable riders set forth herein.
 2. Additional Rider DD-101 (Rider 10400)

3. Additional Rider DD-102 (Rider 10500)
4. Additional Rider DD-103 (Rider 10600) - Level 3
5. Additional Rider DD-104 (Rider 10700) - Level 4
6. The dental coverage annual dollar limit shall be \$2,000.00

ARTICLE 31 **LIFE INSURANCE**

- 31.1 The Town shall provide for each member of the Bargaining Unit, group term life insurance coverage in the amount of \$100,000.00. The Town shall make every effort to include accidental death or dismemberment insurance for each member, in the group term life insurance coverage.
- 31.2 Eligibility for said life insurance coverage shall be full time and/or permanent part time employees, working a minimum of thirty (30) hours per week. Said coverage shall commence on the first day of the month following completion of the initial ninety (90) days of employment.

ARTICLE 32 **LEGAL ASSISTANCE**

- 32.1 The Town of Charlestown agrees to insure all employees of the Police Department sued in any civil proceeding as the result of actions performed by said employee in the performance of his duty as an employee of the Charlestown Police Department.

To the extent the claim is not covered by insurance, the Town of Charlestown agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee except there shall be no liability on the

part of the Town where it is shown the actions of said employee while in performance of town duty were intentionally illegal.

32.2 The Town of Charlestown agrees to furnish insurance coverage, for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, assault and battery as well as physical injury, sickness or disease sustained by a third party negligently caused by an act of the insured in making or attempting to make an arrest. It is further agreed that the Town shall self insure, (if no insurance coverage is available) and shall remain the responsibility of the Town to protect the employee against any of the enumerated conditions or actions. Except as shall be covered by insurance, there shall be no liability on the part of the Town where the liability of the officer is for an intentional rather than a negligent tort.

32.3 In all cases for which the Town may be liable under this action, the Town may in its discretion settle any case provided the amount of such settlement shall be paid by the Town. In applicable cases the media will be notified that this action was conducted without bias to the employees involved.

ARTICLE 33 **GRIEVANCE PROCEDURE**

33.0 PREAMBLE: It is the obligation of the grieving employee to discuss any possible complaint or grievance with his immediate supervisor before going to Step 1.

33.1 PURPOSE: The purpose of this article is to provide an opportunity for discussion of any request or complaint and to establish a procedure for the processing and settling of grievances as defined below.

33.2 DEFINITION: A grievance is defined as any difference between the town and the Union or employees as to the interpretation of, application of, or compliance with the express provisions of the Agreement respecting wages, hours, conditions of employment and/or working conditions.

33.3 PROCEDURE: Grievances not filed on a timely basis as set out below will be considered terminated. Grievances not acted upon by the employer within the specified time will automatically move to the next step upon a letter of transmittal from the President of the Union.

Steps:

- 1:** When the union or an employee believes a grievance exists, written notice thereof shall be filed with the Chief of Police within fifteen (15) calendar days of the incident which gave rise to said grievance. A meeting to discuss said grievance with the Union and employee shall be scheduled within seven (7) calendar days, unless it is mutually agreed to extend said time. Thereafter the Chief of Police shall reply in writing within seven (7) calendar days to the grievant and the Union. The meeting to discuss said grievance shall be held one-half hour before, after, or during the officer's regular duty shift.
- 2:** In the event that the grievance is not satisfactorily resolved, the Union may appeal, within fifteen (15) calendar days of receipt of the Chief's reply, to the Town Administrator, who shall conduct a meeting with the Union and employee to discuss said grievance within fifteen (15) calendar days, unless it is mutually agreed in writing to extend said time, and thereafter respond in writing within seven (7) calendar days to the grievant and the Union.
- 3:** In the event that the grievance is still not satisfactorily resolved, the Union may, within fifteen (15) calendar days of receipt of the Town's reply, refer the matter to arbitration under the voluntary labor tribunal rules of the American Arbitration Association which shall administer the arbitration proceeding. The expense of such arbitration shall be shared equally by the parties, but each party shall be responsible for the costs incurred by themselves in the presentation of their cases in arbitration.

33.4 If an individual involved in the settling of a grievance is a principle in the particular grievance, then that Step will be bypassed, with notification to the other lower levels, and the grievance will start at the next higher step. (After a (2) two calendar day

cooling off period.)

- 33.5 If a decision is not rendered at any step in the procedure mentioned above within the specified time, the Union may appeal in writing to the next step within seven (7) calendar days. Time involved with vacations, essential Town business, or illness, shall not be counted in steps one, two and three above when appropriate extensions are requested by the employee or Union in written form.
- 33.6 Grievances not filed in a timely manner as set out above shall not be considered and will be considered terminated.

ARTICLE 34

LAW ENFORCEMENT OFFICER'S BILL OF RIGHTS

- 34.1 The Town hereby acknowledges and agrees to follow all applicable provisions of the Law Enforcement Officer's Bill of Rights, Title 42, Chapter 28.6 of the Rhode Island General Laws.
- 34.2 Any member of the bargaining unit shall, if he desires, be entitled to representation by a member of the FOP Executive Board (or his/her designee) and/or by Legal Counsel when appearing in any capacity to answer questions before the Department's "Internal Affairs" unit (by whatever name or title the Department places on such unit), before the Chief of the Department, or before any Lieutenant or any supervisor reporting directly to the Chief of the Department.
- 34.3 When any member of the bargaining unit is required to appear and answer questions before the Department's "Internal Affairs" unit (by whatever name or title the Department places on such unit) for a formal investigative interview, such interview shall be audio-recorded by the Department representative present for the interview.

Such audio-recordings shall be preserved and/or transcribed by the Department for future use where necessary.

ARTICLE 35 **REVIEW OF PERSONNEL FILES**

35.1 Any record(s) of a disciplinary nature/disciplinary action which constitute a Departmental suspension of two (2) days or less (including records of verbal or written warnings) shall remain in a member's personnel file for a period of five (5) years, and shall be expunged after said five (5) year period as long as no further disciplinary action is enacted (after the exhaustion of applicable appeals) against the employee during said five (5) year period. The employee shall make the expungement request to the Chief of Police in writing, which request shall be granted.

Any record(s) of a disciplinary nature/disciplinary action which constitute a Departmental suspension of more than two (2) days shall remain in a member's personnel file for a period of ten (10) years, and may be expunged after said ten (10) year period at the sole discretion of the Chief of Police, after his/her receipt of a written expungement request. Upon the submission of such an expungement request, a meeting shall be conducted between the employee, his/her representative if he/she desires, the Chief of Police, the Town Administrator, and the Chief's/Town's representative if they desire, and the Chief shall render his/her written decision within ten (10) days from the date of said meeting.

Each member of the Police Department shall have access to their personnel files in accordance with the Rhode Island General Laws.

35.2 No material shall be inserted in said files without furnishing a copy of said material to the individual concerned.

ARTICLE 36
POLICE VEHICLES

- 36.1 The Town agrees to maintain all equipment and vehicles in safe operating condition and every officer shall be responsible for inspecting and reporting any defects in their vehicles and its related equipment.
- 36.2 All new police vehicles are to be supplied with factory installed air conditioning which shall be maintained in good working order.

ARTICLE 37
INTERDEPARTMENTAL BULLETINS

- 37.1 A complete list of all Police Department Interdepartmental bulletins and/or memos shall be issued to the President of the Union.

ARTICLE 38
SCHOOLING AND/OR SEMINARS

- 38.1 All schools and/or training seminars which are made available to officers to attend shall be posted for a period of seven (7) calendar days. Further, any and all schooling and/or seminars received by the department shall be placed in the Schooling Box for the attention of all members.
- 38.2 The Town agrees to provide transportation to and from any school or seminar for any employee who is required to attend (by the Department) or who attends with the Chief's approval; provided however, if the employee uses his/her private vehicle, the Town shall afford a mileage rate equivalent to the optional standard mileage rate set annually by the *Internal Revenue Service* for use in calculating the deductible costs of

operating an automobile for business, charitable, medical or moving purposes, for use of one's private vehicle.

38.3 Employees required to recertify with any equipment or procedure, while off duty, will be compensated with four (4) hours of overtime pay . Any additional time will accrue at the rate of time and one half.

38.4 Members of the Police department shall be granted the right to attend schools and/or seminars relative to their police duties. All opportunities to attend training, schools and/or seminars will be on a rotating basis (except when such training affords the category of one's specialized field, if so, then priority shall then prevail to said person).

ARTICLE 39

DEPARTMENTAL STAFF MEETINGS

39.1 The Chief of Police or the Union President may call for a non-compensable staff meeting of any kind and all members of the Police Department for the purpose of discussing internal department planning and procedures. However, such meeting shall not be part of a personnel grievance procedure set forth herein. This provision shall be mandatory on the part of the members involved. No more than one (1) meeting per quarter for any time longer than two (2) hours per meeting. Seventy-two (72) hours written notice shall be given prior to such meetings and cannot be used for training purposes of any kind.

ARTICLE 40
PENSIONS AND RETIREMENT

- 40.1 Members are covered under the State of Rhode Island, Optional Retirement for Members of Police Force & Firefighters [R.I.G.L. §45-21.2], including the pension provisions set forth in this Article 40.
- 40.2 Members shall also be entitled to a cost of living adjustment pursuant to R.I.G.L. §45-21-52(a)(3), which is set forth in said general law as "Plan C". Said entitlement shall commence on December 30, 1998.
- 40.3 Upon a member's separation from service from the Charlestown Police Department through voluntary separation from employment, retirement (regular or disability retirement), or his/her death if prior to retirement, said member (or his/her beneficiary in case of the member's death) shall be entitled to receive the following Severance Pay:
- A. Payment for sixty (60%) percent of all accumulated unused sick leave, subject to the two hundred and sixteen (216) day unused sick leave day accumulation cap set forth in Article 22, Section 22.1 (i.e. up to a maximum of one hundred and thirty (130) days); and
 - B. Payment for any and all accumulated unused vacation days from years prior to the member's year of separation from service as well as any and all vacation days that were accrued by the member in the year of his/her separation from service but were not used in said year.

The above Severance Payments shall be in the form of lump sum payments made to the member upon his/her separation from employment, and shall be based upon the member's average daily base rate of pay in the calendar year of his/her separation from service, including longevity and any applicable salary increments and/or differentials, but excluding overtime payments.

40.4 (a) Career pensioners who retire from the Town of Charlestown will be permitted to continue their same level of major medical health insurance coverage for themselves and their spouse, consistent with the provisions of Article 29, Section 29.5.

(b) When said retired member and/or spouse become(s) eligible for Medicare, the Town shall provide, at its expense consistent with the provisions of Article 29, Section 29.5, the so-called Plan 65 or its comparable plan, for the life of said retired member and/or spouse; provided that said Plan is equivalent to the coverage offered to the retired member and/or spouse upon retirement. The Town shall also provide, consistent with the provisions of Article 29, Section 29.5, reimbursement of Plan "b", as provided by the social security of said retired member and/or spouse.

(c) Should the retired member and/or spouse subsequently become eligible for medical insurance under any other health insurance plan which provides the comparable level and quality of health care benefits as the plan offered by the Town, the Town will no longer be obligated to extend medical coverage to said retired member and/or spouse. Should the retired member and/or spouse subsequently lose said alternate medical insurance coverage, the Town shall be obligated to again fully cover the retired member and/or spouse with the medical insurance offered under this Section.

40.5 Mandatory retirement age for full-time officers is age 60, to the extent such maximum age is upheld by federal law. Employment term shall run through the end of the calendar year in which this age is attained by employee.

40.6 Any non-career retirees shall continue to receive a medical coverage continuously after their retirement, but the obligation of payment shall be the retirees.

40.7 Employees of the bargaining unit hired prior to July 1, 2011 shall be entitled to any

and all benefits listed in the contract as well as those pursuant to the Optional Retirement for Members of Police Force and Firefighters [RIGL §45-21.2 of the G.L. of R.I.] [This paragraph will go into effect promptly at 11PM on the 29th day of June, 1997.]

Employees of the bargaining unit hired on or after July 1, 2011 shall be entitled to retire upon the completion of their 25th year of service and shall then be entitled to any and all benefits listed in the contract as well as those pursuant to the Optional Retirement for Members of Police Force and Firefighters [RIGL §45-21.2 of the G.L. of R.I].

- 40.8 Upon retirement from the Charlestown Police Department in good standing (i.e., a "Career Bargaining Unit retiree"), each member of the bargaining unit shall be issued a new Identification Card from the Police Department. Thereafter, said retired member shall be issued a new Identification Card every five (5) years.
- 40.9 Upon retirement from the Charlestown Police Department in good standing (i.e., a "Career Bargaining Unit retiree"), each member of the bargaining unit shall have the option to become a "Special Police Officer" or a "Traffic Constable" of the Charlestown Police Department. Said retired members who so choose to become a "Special Police Officer" or a "Traffic Constable" of the Department shall be ranked on the seniority list according to his/her date of retirement.
- 40.10 If a retired member of the bargaining unit chooses to remain on as a "special", he/she shall be allowed to keep his/her basic departmental uniform, which uniform shall continue to be the property of the Town.

ARTICLE 41
ACCIDENTAL DISABILITY

41.1 Any member in active service, regardless of length of service, shall be entitled to an accidental disability retirement when such disability is the result of an injury sustained while in the performance of duty (whether or not during regular working hours), and such disability was not the result of the willful negligence or misconduct on the part of the member. Upon retirement for accidental disability, a member shall receive a retirement as covered under all applicable provisions of state law. [RIGL §45-19-1 & RIGL §45-21.2].

ARTICLE 42
OUTSIDE EMPLOYMENT

42.1 Any full time police officer desirous of engaging in outside employment, other than specified in the article for extra police work, shall comply with the following requirements:

1. Employee shall provide written notification in advance and shall be required to receive written permission from the Chief or his designee with respect to the outside employment.
2. The employee shall indicate the nature of employment, location, anticipated hours of work, and the means by which he may be contacted while employed elsewhere.
3. It is understood that the needs of the Department shall be the primary consideration.
4. Employees shall have the obligation to be available and physically fit for full performance of their law enforcement duties.
5. Should it be determined that the outside employment is not appropriate or is interfering in some way with the employee's job performance, the Chief shall have the authority to restrict said outside employment in a manner reasonably deemed necessary to maintain a professional law enforcement department.

6. It is understood that any outside employment shall not encompass work which adversely affects the integrity of the Police Department.
7. Denial shall not be made in an arbitrary or capricious manner.

ARTICLE 43
PHYSICAL FITNESS AND HEALTH MAINTENANCE

43.1 It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his/her job.

43.2 All members of the bargaining unit during the term of this Agreement shall achieve and maintain a level of physical fitness as his or her age and the nature of his or her duties require.

When the Chief suspects that the physical condition of an officer is affecting his/her performance, then he/she may require the officer to see a Town selected specialist for determination on the matter. The cost of this exam will be borne by the Town. If any remedial course of action is prescribed and implemented by the specialist, the Town shall take no disciplinary action against said officer as long as the officer is reasonably attempting to comply therewith.

The results of these examinations and/or tests shall be handled in complete compliance with Rhode Island General Laws §5-37.3-1, *et seq* regarding the confidentiality of health care information and the use of medical release forms, and in no event shall any record or other evidence of said results be included in the Officer's Personnel File.

43.3 Each member of the bargaining unit shall be required to be examined by a physician of his/her choice on an annual basis for a routine physical examination. Members'

Town-provided health insurance plans shall be utilized to pay for said mandatory annual physical examinations, and members shall be responsible for the payment of applicable copayments for said examinations. Provided, however, the Town of Charlestown shall pay for any additional fees and expenses related to said mandatory annual physical examinations that are not covered by a member's health insurance plan.

- 43.4 No later than by December 31st of each calendar year, members shall be required to submit documentary evidence to the Chief of the Department confirming only that he/she appeared for and was administered a routine physical examination by a physician. The results of the examination, whether or not said member passed said examination, any records from said examination, and any information other than the information described in the previous sentence shall not be disclosed to the Department or to the Town, and in no event shall any record or other evidence of said results be included in the member's Personnel File. The remedy for the failure of a member to provide the Chief of Police with the required documentary evidence of an annual routine physical examination by December 31st of each year, shall be for the Chief of Police to order the member to undergo a routine physical examination by a doctor selected by the Town, and paid for as set forth in Section 43.3 above.

ARTICLE 44
SALARIES

44.1 Salaries for all members of the bargaining unit shall be increased as follows during the term of this Agreement, as set forth in the Salary Scale attached hereto as **Exhibit B**:

- 3.0% as of July 1, 2021
- 3.0% as of July 1, 2022
- 3.0% as of July 1, 2023 .

Patrolmen hired after January 1, 2006 were not eligible for the additional \$1,200 provided in a previous Contract Year; but in lieu thereof received a \$600.00 increase in their salary level on June 30, 2012, as indicated in the salary chart .

44.2 An additional \$500 per year is to be added to any and all positions of Detective and Administrative Lieutenant, for furnishing work attire and equipment. Said amount shall be paid in two installments of \$250. The first installment shall be on July 1 and the second installment on January 1 of each contract year. Promotions to the position of Detective shall be considered lateral movements, and as such will not affect an individual's other classification or rank.

44.3 For purposes of this Section 44.3, an employee's number of completed years of service will be determined as of that employee's anniversary dates, based on each officer's date of hire. In addition to the annual pay scale, the following will apply for officers who have achieved a minimum of five (5) completed years of service (i.e., as of their 5th anniversary date) for each year of this Agreement:

- A. One-half (1/2) percent of the officer's base salary, for every completed year of service determined as of the officer's anniversary dates, is to be added to the officer's pay.
- B. This amount is to be calculated into the officers' hourly wage and paid

accordingly in each paycheck.

- C. The amount of this longevity payment will in no event exceed 10%, per year, of the officers Base Salary.

44.4 In recognition of the fact that the "four day on/two day off" schedule worked by the members of the bargaining unit equates to a figure of one thousand, nine hundred and forty-six point fifty-six (1,946.56) regular hours worked per calendar year, the hourly rate of pay that shall be utilized for the purposes of calculating members' overtime-related compensation (i.e. time and one half), such as overtime, call-back, and court time, shall be determined through the utilization of the following calculation formula:

- STEP 1: the sum of member's annual salary plus longevity percentage increase shall be divided by twenty-six (26) (this equates to the member's salary plus longevity per two (2) week pay period);
- STEP 2: the figure determined under Step 1 above (i.e. the member's salary plus longevity per two (2) week pay period) shall be divided by two (2) (this equates to the member's weekly salary plus longevity);
- STEP 3: the figure determined under Step 2 above (i.e. the member's weekly salary plus longevity) shall be divided by thirty-seven point forty-three (37.43) (this equates to the member's hourly rate); and
- STEP 4: the hourly rate determined under Step 3 above shall be multiplied by one and one half (1½) to determine the hourly overtime compensation rate of pay.

44.5 As of July 1, 2021, all members of the bargaining unit who are actively employed for any amount of time during any July 1-June 30 Fiscal Contract Year period during which the Police Department achieves or maintains (for any length of time during said year) any level of Departmental Accreditation Status from the *Commission on Accreditation for Law Enforcement Agencies* ("CALEA") or another police department accreditation agency/entity (i.e., Rhode Island Police Accreditation Commission RIPAC) ... shall receive

an annual "Accreditation Incentive" payment in the amount of \$500.00 for that year, for each members' contributions towards the Department's achievement of and maintenance of such Accreditation Status. Such payment shall be made on or about December 1st of that Contract Year period (for example, for the July 1, 2021 - June 30, 2022 Contract Year, the \$500 payment shall be made on or about December 1, 2021).

ARTICLE 45 **SEVERABILITY OF PROVISIONS**

- 45.1 If any provision this Agreement, or application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances, other than those to which is held invalid, shall not be affected thereby.

ARTICLE 46 **DURATION OF AGREEMENT**

- 46.1 This agreement will become effective as of 11:00 PM on the 30th of June, 2021 and remain in effect until 11:00 PM on the 30th of June, 2024, and thereafter shall remain in effect until a new Collective Bargaining Agreement is agreed upon and ratified by the respective parties' authorized bodies, or has been achieved through binding Interest Arbitration.

ARTICLE 47 **MUTUAL AGREEMENTS**

- 47.1 During the contract period, the Town and the Union may find it desirable to make changes to this agreement that they find in their mutual best interest. A majority vote of all union members and Town Council approval will be needed. A permanent written amendment will be added to this agreement at that time regarding the matter agreed to.

AGREEMENT

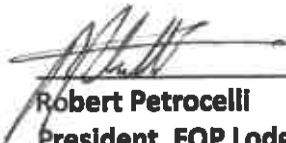
This Agreement is made and entered into this 16th day of October, 2021 by and between the ***Town of Charlestown*** and the ***Washington County Fraternal Order of Police, Lodge #40.***

TOWN SEAL



Deborah Carney
President, Town Council
(Duly Authorized)

FOP SEAL



Robert Petrocelli
President, FOP Lodge 40
(Duly Authorized)

EXHIBIT B

Salary Scale

The following Salary Schedule applies to all employees of the Bargaining Unit:

<u>Position</u>	6/30/2020	7/1/2021	7/1/2022	7/1/2023
	Current	(3%)	(3%)	(3%)
Patrolmen 0 - 1 year	\$58,092.07	\$59,834.83	\$61,629.87	\$63,478.77
Patrolmen 1 - 2 year	\$68,013.25	\$70,053.65	\$72,155.26	\$74,319.92
Patrolmen 2 - 3 year	\$70,316.79	\$72,426.29	\$74,599.08	\$76,837.06
Patrolmen 3 - 4 year	\$71,471.18	\$73,615.32	\$75,823.78	\$78,098.49
Patrolmen 4+ year	\$72,621.63	\$74,800.28	\$77,044.29	\$79,355.62
Detective	\$75,804.07	\$78,078.19	\$80,420.54	\$82,833.15
Sergeant 0 - 1 Year	\$77,939.69	\$80,277.88	\$82,686.22	\$85,166.80
Sergeant 1+ Year	\$80,244.55	\$82,651.89	\$85,131.44	\$87,685.39
Lieutenant 0 - 1 Year	\$85,571.80	\$88,138.95	\$90,783.12	\$93,506.62
Lieutenant 1+ Year	\$87,877.94	\$90,514.28	\$93,229.71	\$96,026.60