AGREEMENT

THE TOWN OF NORTH KINGSTOWN, RHODE ISLAND

AND

LOCAL 473, INTERNATIONAL BROTHERHOOD OF

POLICE OFFICERS, N.A.G.E.

JULY 1, 2024 – JUNE 30, 2027

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AGREEEMENT

BETWEEN

THE TOWN OF NORTH KINGSTOWN, RHODE ISLAND

AND

LOCAL 473, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, N.A.G.E.

PREAMBLE

The following Agreement effective as of the first of July, 2024, by and between the Town of North Kingstown, Rhode Island, hereafter referred to as the Town, and Local 473, I.B.P.O., N.A.G.E., hereinafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 28-9.2-6 in the general laws of R.I., 1956, as amended, such Title being known as the Policemen's Arbitration Act. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein. This agreement endeavors to maintain and promote a harmonious relationship between the Union and the Town and to encourage more effective police service in the public interest and furthering of high morale and good relations.

ARTICLE I

Section 1.1 RECOGNITION

The Town recognizes Local 473, International Brotherhood of Police Officers, National Association of Government Employees, as the sole and exclusive bargaining agent pursuant to certifications granted by the Rhode Island State Labor Relations Board for the purposes of collective bargaining under the provisions of Section 28-9.2-5, General Laws of R.I., 1956, as amended. The Union recognizes the Town Manager and/or his designated representative or

representatives as the sole and exclusive representative(s) of the Town of North Kingstown, Rhode Island, for the purpose of collective bargaining.

Section 1.2 MANAGEMENT RIGHTS

Except as specifically abridged or modified by any provision of this Agreement, the Town will have, whether exercised or not, all of the rights, powers and authority, including but not limited to the following: determine the standards of services to be offered by the Police Department; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of the governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; to hire and assign and transfer employees within the department for other police related functions subject to the seniority provisions of Section 3.7 herein; and fulfill all of its legal responsibilities. The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

Section 1.3 NO STRIKE; NO LOCK-OUT

The Union agrees that it will not call or support any strike, work stoppage, work slow down or any other action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lock out any employees at any time.

Section 1.4 NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation or union membership or non-membership.

Section 1.5 DEFINITION

- (a) The terms "officer," "employee" and "member", as used in this

 Agreement, mean a full-time, active, permanent employee of the North Kingstown Police

 Department who is granted the limited or unlimited power of arrest, from the rank of Patrol

 Officer up to and including the rank of Captain. Employees on unpaid leave of absence or absent due to active military service or absent from active service for the Town for any other reason shall not be covered by this Agreement except to the extent required by law or as expressly otherwise provided by their explicit inclusion within other individual Sections of this Agreement. Employees under unpaid disciplinary suspension of 2 days or less shall continue to accrue economic benefits under this Agreement, such as sick leave and vacation entitlements, and those on longer unpaid disciplinary suspensions shall have such rights and benefits as may be prescribed by the authority, panel or court pursuant to LEOBOR.
- (b) Whenever used herein, terms that identify specific parties, including but not limited to, "Union," "Town," "Chief," or "Chief of Police," "Town Manager," and "Director of Public Safety," shall mean the person or entity named or his/her/its designee.

Section 1.6 EXCLUSIONS

All part-time, seasonal, temporary, Community Service Officers, and all permanent members of the Department above rank of Captain are excluded from the provisions of this Contract.

Section 1.7 PROBATION TIME

The probationary period for Police Patrol Officers shall be twelve (12) months from date of swearing-in. Any probationary employee may be terminated at any time during the probationary period at the sole discretion of the Town and said termination, or any discipline, shall not be subject to the grievance and arbitration procedures with Section 2.1.

Section 1.8 AGENCY SHOP

- A. All full-time police officers of the North Kingstown Police Department from the rank of Patrol Officer up to and including the rank of Captain shall have the right to voluntarily join or refrain from joining the Union. Employees who choose, however, not to join the Union and who are covered by the terms of this contract shall be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the bargaining unit.
- B. The aforesaid fees shall be payable on or before the first day of each month. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union. It shall also be a condition of employment that all employees covered by this Agreement shall, on the 30th day following the beginning of such employment or of the effective date of this Agreement, whichever is later, pay the monthly services fees.

Section 1.9 DUES WITHHOLDING

A. The Town agrees to deduct, bi-weekly, from the pay of all employees covered by this Agreement who authorize such deduction from their wages in writing, such membership dues and service fees as may properly be assessed by the Union. Withholding

authorization forms shall be provided the employees by the Union and shall be signed by the individual employee and filed with Town Treasurer prior to any wage withholding.

B. The Town further agrees to forward the monies so deducted, together with a list of names of employees from whose wages such deductions have been made, by the fifteenth (15th) day of the month, following the month in which said deductions are made, to the Comptroller, I.B.P.O., 159 Burgin Parkway, Quincy, Massachusetts, 02169. A copy of the aforementioned list shall also be provided Local 473, I.B.P.O. The obligation of the Town for funds actually deducted under this section terminates upon the mailing of the deductions so made to the person authorized by the Union to receive such amounts from the Town.

Section 1.10 UNION BUSINESS

Employees covered by this Agreement who are officers of Local 473 or who are appointed by the members of the Police Department as members of the Union's Collective Bargaining Negotiating Committee, but not exceeding three (3) in number, shall be allowed time off with pay for official Union business in negotiating with or for conference with Town Administration Corporate authorities as defined in Chapter 54 of the Public Laws of the State of R.I., 1963, and all amendments thereto, without the requirement to make up said time. Members elected as the Local's Executive Board shall be allowed time off with pay for required attendance at Grievance proceedings and Law Enforcement Officers' Bill of Rights hearings, arbitration proceedings and contract negotiations without the requirement to make up said time, providing however that such time off shall not include preparation time, and shall be limited to three members of the Executive Board per hearing session. Tri-annually, one (1) delegate from Local 473 shall be allowed time off with pay to attend the International's Convention. Annually one (1) delegate from Local 473 shall be allowed time off with pay to attend three (3) regional half-day

meetings of the Union. The expenses of delegates' attendance at either Tri-annual Conventions or regional half-day meetings shall not be borne by the Town.

ARTICLE II

Section 2.1 GRIEVANCE – ARBITRATION PROCEDURES

It is hereby agreed by and between the Town and the Union that the following procedures are established for the purpose of resolving alleged grievances of members of the Department arising out the interpretation of this Agreement:

- A. The Executive Board shall submit a grievance in writing to (or at a meeting with) the Chief of Police within 10 days of the occurrence of the event giving rise to the grievance.
- B. The Chief of Police must issue an answer to the grievance within 10 days of the meeting or receipt of the grievance. If no decision is received from the Chief within this specified time it shall be deemed that the grievance has been denied.
- C. If the grievance was not resolved, the Executive Board may take the grievance to the Town Manager via a written notice (or at a meeting) within 10 days of the denial of the grievance from the Chief of Police.
- D. The Town Manager must issue an answer to the grievance within 10 days of the meeting or receipt of the grievance. If no decision is received from the Town Manager within this specified time it shall be deemed that the grievance has been denied.
- E. If agreement was not reached, the grievance may be submitted to arbitration by either party giving written notice to the other party, within 20 days of the denial, whereby both parties shall endeavor to select an impartial arbitrator by mutual agreement. In the event of the absence of such mutual agreement, the matter shall be referred to the American

Arbitration Association for selection of an impartial arbitrator and arbitration proceedings in accordance with the Voluntary Labor Arbitration Rules of said Association. The arbitrator shall have no power to add to, subtract from, or change the terms of this Agreement. The arbitrator shall be confined solely to the interpretation and application of the terms of this Agreement and, his decision shall be final and binding on both parties. The Union and the Town shall share fees and expenses of the impartial arbitrator equally.

F. A grievance as referenced in this Agreement shall be defined as a dispute arising out of the interpretation of any of the terms of this Agreement, but shall exclude disciplinary action, which shall be processed under the North Kingstown Police Departmental Rules and Regulations and/or State Law. Officers may appeal disciplinary action of two (2) days suspension or less by requesting a review by the Town Manager, in writing, within seven (7) days of the disciplinary action. The Town Manager will schedule a hearing within ten (10) days thereafter. The employee will have a right to Union representation at the hearing and will have a full opportunity to provide such information as he/she wishes. The decision by the Town Manager shall be final and binding on all parties.

ARTICLE III

PERSONNEL, PAY AND BENEFITS

SECTION 3.1 CLASSIFICATION AND PAY

The pay rates and pay ranges for job classes in the bargaining unit, for the fiscal year beginning July 1, 2024 and ending June 30, 2027 shall be prescribed in Appendix A, attached. This shall represent a 4% wage increase effective July 1, 2024 for all members, and a 3% wage increase effective July 1, 2025 for all members, and a 3% wage increase effective July 1, 2026 for all members.

When the Town declares a permanent vacancy exists in one of the departmental ranks as listed in sections 5.1, 5.2 and 5.3 of the contract, the Town shall fill said vacancy from the promotional list designated for that particular rank within 30 days of the vacancy.

If the permanent vacancy develops in the absence of a current promotional list, the Town shall fill the vacancy as soon as the new list is established.

The Town shall begin the testing procedures for departmental ranks as outlined in sections 5.1, 5.2 and 5.3 of the contract ninety days prior to the expiration of the existing list.

Section 3.2 LONGEVITY PAY

Longevity Payments to all full-time employees in the bargaining unit (excluding temporary, seasonal, part-time and per diem employees) shall be based on the following scale:

Aggregate Years of Continuous Service	Total Annual Longevity <u>Payment</u>
5, but less than 11 years	3% of Base
11, but less than 15 years	5-1/2% of Base
15, but less than 20 years	8% of Base
20 years of over	10 1/2% of Base

Effective July 1, 2025, said annual longevity payments will be increased by 1% as follows:

Aggregate Years of Continuous Service	Total Annual Longevity <u>Payment</u>
5, but less than 11 years	4% of Base
11, but less than 15 years	6-1/2% of Base
15, but less than 20 years	9% of Base
20 years of over	11-1/2% of Base

Said longevity payments shall not affect the annual increment to which an employee is entitled, but are compensation for continued and faithful service to the Town.

Time spent in the Armed Forces of the United States (i.e., Army, Navy, Airforce, Marine Corps, and Coast Guard) while on approved military leave from the Town, shall be included in determining the number of aggregate years of service.

Section 3.3 PERSONNEL

- A. The Town and the Union shall recognize and adhere to all provisions of Federal, State and Local Laws, the North Kingstown Police Department Rules and Regulations and the terms of this Agreement.
- B. It is not the intention of this section to deprive any member of the bargaining unit of any benefits conferred by the Town's Personnel Ordinance and/or Personnel Rules and Regulations, as it or they may be amended from time to time. The sole purpose of this section is to make it clear that in the event there is any conflict, contradiction, overlap or duplication between this Agreement and/or the departmental Rules and Regulations and/or the Town's Personnel Ordinance or Personnel Rules and Regulations, then the terms of this agreement and/or the provisions of the Departmental Rules & Regulations shall control.
- C. It is understood by the Town and the Union that the Police Department Rules and Regulations are subject to continuing revision by the aforementioned Police Chief and the Director of Public Safety.
- D. Material will not be added to the Police Department Rules and Regulations without prior discussion between the Director of Public Safety, the Police Chief and the Union; provided, however, that this shall not be construed to require the Union's approval, and provided, further, that in the case of operational emergency requiring an order to cover a specific situation

covered by the Department's Rules and Regulations, the Chief may waive prior discussion which, however, he will initiate within four (4) days after such an order has been issued.

- E. In the interest of public safety and in accordance with other health requirements, the Town may require an employee to take psychiatric or physical examinations and when the appointment for such examinations is during employee's regularly scheduled work hours, he/she will receive straight time compensation for those hours. The cost of said examination will be borne by the Town.
- F. Employees shall be required to obtain and maintain a valid Rhode Island driver's license, or a driver's license from the State of Connecticut, or the Commonwealth of Massachusetts.

Section 3.4 INSURANCES

A. <u>Liability</u>

The Town shall purchase and maintain, as available, during the term of this Agreement, group liability insurance covering suits involving false arrest charges against any member of the Department. In the event such insurance becomes unavailable to the Town, the Union will be notified immediately. Joint efforts may then be made to obtain coverage elsewhere.

The Town will also continue to maintain comprehensive liability coverage.

B. <u>Health Insurance</u>

(i) The Town will make available a Healthmate insurance product, summary of benefits attached by appendix, each as and if made available to the Town from time to time by Blue Cross/Blue Shield of Rhode Island. The Town may also make other health insurance products available to employees from time to time, in its discretion. Such policies will provide family coverage to married employees and individual coverage to unmarried employees.

(ii) No employee hired after June 30, 1998 will be eligible to receive coverage under a plan more costly than the Town's Healthmate product.

C. Retiree Health Care Coverage

Town will pay up to the same per capita amount for a Healthmate product, each as and if available from Blue Cross/Blue Shield of Rhode Island, from the date of their retirement until such time as they secure employment which provides reasonably comparable medical insurance or until they are eligible for Medicare or other Federal Programs. Health insurance coverage shall be suspended if the retiree receives reasonably comparable medical insurance pursuant to a policy held by the retiree's spouse. At any time a retiree's health benefits are suspended due to either employer provided coverage or coverage held by a spouse, when said employment or spousal coverage ends, for whatever reason, health benefits provided hereunder shall be reinstated as soon as practicable after the Town has been notified in writing by the retiree. Effective January 1, 2023, all members retiring on or after January 1, 2023, shall receive the same health care insurance coverage as active employees in the Department subject to the limitations set forth herein and said health insurance coverage provided to said retirees shall be subject to any changes made thereafter to the health insurance coverage of active employees, except that the premium contribution percentage of said retirees shall be frozen as of the date of their retirement.

D. <u>Alternative Health Option</u>

Upon presentation of alternative health care coverage pursuant to a non-Town paid plan satisfactory to the Town, employees eligible for paid health care insurance under this agreement may choose not to be covered under the Town's group health insurance policies. Said alternative coverage must make the Town employee eligible for an occupational health rider, under the

Town's group health insurance policies, the cost of which will be borne by the Town. Eligible employees enrolled in a family plan making this choice shall receive fifty percent (50%) of the Town's net cost for family plan coverage, not to exceed the cost of fifty percent (50%) of the cost of family Healthmate Coast to Coast, for each full contract year in which they are not covered for family coverage. Those dropping individual coverage shall receive fifty percent (50%) of the Town's net cost for individual plan coverage, not to exceed the cost of fifty percent (50%) of the cost of individual Healthmate Coast to Coast, for each full contract year in which they are not covered for individual coverage. Effective January 1, 2025, employees who have received fifty percent (50%) of the Town's net cost of family plan coverage, or individual plan coverage, shall continue to be paid that amount for each full contract year in which they are not so covered, but any employee eligible to receive fifty percent (50%) of the cost of family or individual plan coverage who thereafter either elects to be enrolled in the Town's Healthmate Coast to Coast plan, or changes their waiver from family coverage to individual coverage, or from individual coverage to family coverage, shall not be eligible to receive the amount hereinafter set forth.

Effective July 1, 2024, eligible employees enrolled in a family plan making the choice not to be covered under the Town's group health insurance policies shall receive Four Thousand Dollars (\$4,000.00) for each full contract year in which they are not covered for family coverage, and those eligible employees enrolled in individual plan coverage making the choice not to be covered under the Town's group health insurance policies shall receive Two Thousand Dollars (\$2,000.00) for each full contract year in which they are not covered for individual coverage. For each year in which the employee opts out under this section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse.

Employees who wish to opt out of a plan must notify the Town during the month of June, with the change in coverage being effective as of July 1st, Payments to employees under this provision shall be made at the end of each contract year, in arrears, no later than thirty days after the year-end. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to no payment under this Section for that year.

E. Life Insurance

The Town shall provide for each member of the Department, during the term of this Agreement, Group Life Insurance in the face amount of Fifty Thousand Dollars (\$50,000.00) with no co-pay. This coverage shall further provide for double indemnity in the event of accidental death, contain a provision for conversion by a member to an individual policy at the time of termination of his employment with the Department and provide for each member to be furnished a certificate of such insurance.

F. Dental Insurance

The Town will make available Delta Dental Levels II, III and IV to dependents up to age 26.

G. Vision Eyewear

The Town will continue to make a vision eyewear plan available, provided Blue Cross/Blue Shield continues to offer it to the Town.

H. <u>Alternative Coverage – Town Option</u>

The Town shall have the right at any time, after prior consultation with the Union, to provide equivalent coverage as substitute for any or all of the insurance coverages set forth in this Section 3.4 by self-insurance, national insurance, alternative carriers or otherwise.

I. Coordination and Substitution of Benefits/Dual Coverage

In the event any employee or dependent or dependents are entitled to benefits under any employee insurance plan or employer self-insurance plan providing benefits similar or identical to this Agreement, the benefit hereunder shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other group plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services rendered, and shall not exceed the amount provided for under this Agreement. If the said other group plan contains a provision for non-duplication of benefits, the group plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the group plan or program insuring the father will be considered primary.

The benefits provided for under the group health insurance covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, dental, etc., benefits. It is intended that the benefits provided by the group health insurance covered by this Agreement shall comply with and be in substitution for any provision of similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the group health insurance covered by this Agreement are not considered in substitution therefore, the benefits provided for under the group health insurance covered by this Agreement shall be reduced by the amount of such benefits provided under such law.

Pursuant to the foregoing, any employee eligible for insurance coverage paid for by the Town or any of its subdivisions in addition to coverage provided by this Section will not be

entitled to double coverage, but rather will receive coverage under one family plan. That plan will be the one provided employees by this Section unless the employee's spouse's coverage is provided pursuant to a collective bargaining agreement which does not expressly permit such coverage to be displaced, in which case the spouse's insurance will be retained and the employee's will not.

J. Contribution

Effective June 1, 2018, the Town shall pay 80% of the cost of coverage provided for under this Section and the employee shall pay 20%, except Group Life Insurance, Liability Insurance, and Workers' Compensation IOD Insurance.

Effective July 1, 2010, employees hired on or after July 1, 1995 will continue to pay 20% of the cost of coverage provided while covered by Town insurance; employees hired before July 1, 1995, but not yet eligible for a 20 year pension benefit, will pay 20% during active employment and 20% in retirement unless they retire on their 20th anniversary of employment, in which case they will not pay 20% in retirement, and; employees hired before July 1, 1995 who are eligible for a 20 year retirement as of July 1, 2010, will be required to pay 20% contribution effective July 30, 2010, in both active employment and in retirement, unless they retire on or before July 30, 2010.

Section 3.5 UNIFORM ISSUE

The Town shall supply to each member of the Department hired after July 1, 1985 issues of uniforms and equipment to include the following:

One (1) winter jacket

One (1) summer jacket

Four (4) trousers, two-winter weight, two-summer weight

One (1) pair shoes

One (1) pair gloves

One (1) gun belt and related equipment

Two (2) ties

One (1) cap

One (1) winter raincoat

One (1) hat cover

Four (4) shirts

Two (2) long sleeve

Two (2) short sleeve

One (1) Bullet Resistant Vest

Uniform apparel, badges and nametags as required by the Department.

At the conclusion of the (warranty) life of a bullet resistance vest the Town shall replace such vests through a competitive bid process. Replacement vests shall meet or exceed the standards of the National Institute of Justice NIJ-STD-0101.03 "Ballistic Resistance of Police Body Armor," Threat Level II. Officers are responsible for vest replacement due to neglect, improper care or maintenance, or weight loss or gain (sizing).

Section 3.6 UNIFORM ALLOWANCE

A. On July 1, 2018, the Town shall allow the sum of Fifteen Hundred Dollars (\$1,500.00) per annum as a uniform allowance for each uniformed and non-uniformed member of the department covered by this agreement. Employees shall have the option of receiving the aforementioned uniform allowance in a lump sum on August 1st, subject to appropriate tax and withholding, or may elect to receive the uniform allowance on December 1st by providing the Town Finance Department with appropriate documentation of expenses for the purchase, alteration, repair or cleaning of uniform items for full reimbursement up to Fifteen Hundred Dollars (\$1,500.00), with any balance of undocumented expenses paid to the employee less appropriate taxes and withholding. Effective July 1, 2022, the Town shall allow the sum of Twelve Hundred Fifty Dollars (\$1,250.00) per annum as a uniform allowance for each uniformed and non-uniformed member of the department covered by this agreement. Employees shall have the option of receiving the aforementioned uniform allowance in a lump sum on

August 1st, subject to appropriate taxes and withholding, or may elect to receive the sum of up to Fifteen Hundred Dollars (\$1,500.00) as a uniform allowance on December 1st. Employees providing the Town Finance Department with appropriate documentation of expenses for the purchase, alteration, repair or cleaning of uniform items in excess of Twelve Hundred Fifty Dollars (\$1,250.00) shall receive full reimbursement up to Fifteen Hundred Dollars (\$1,500.00), with any balance of undocumented expenses paid to the employee less appropriate taxes and withholding. Employees electing to receive the uniform allowance on December 1st who have up to Twelve Hundred Fifty Dollars (\$1,250.00) in documented expenses shall receive full reimbursement up to that amount with the balance up to Twelve Hundred Fifty Dollars (\$1,250.00) paid to the employee less appropriate taxes and withholding.

B. Any item of uniform or civilian apparel damaged beyond repair while in the line of duty will be replaced by the Town at no cost to the member.

Section 3.7 SENIORITY

A. Insofar as is practicable, seniority of the members of the North Kingstown Police Department shall be computed according to the continuous service in each rank, except for patrol officers, where seniority shall be computed according to continuous service from the date said member is sworn in as a police officer for the Town of North Kingstown. Seniority rights shall apply to shift assignments for all members other than probationary patrol officers, days off and vacations. The term "shift assignment" shall not be interpreted to include the assignment of members holding the rank of patrol officer and above to newly created departments, divisions, or positions. A senior officer, however, may reject a seniority position or benefit. This shall not be construed by the Town as a waiver of such officer's seniority rights in a subsequent situation where seniority would prevail.

- B. Within thirty (30) days subsequent to the execution of the Agreement, the Town shall furnish the Union and the department, a copy of the proposed seniority list and the Union and/or the Department shall have thirty (30) days in which to make any changes or corrections to said list and/or signify their approval thereof. Following the approval of the order of seniority by all parties thereto, an official, up-to-date seniority list shall be posted and maintained on the bulletin board at the Police Headquarters for the benefit of all Department members. All subsequent seniority questions shall be resolved in accordance therewith.
- C. In the event two (2) or more members of the Department have the same date of original employment with the Department, seniority shall be determined by the member's final scores in the State Municipal Training School.

Section 3.8 MOTOR VEHICLES

- A. It is understood and agreed by both the Union and the Town that the washing, cleaning, and mechanical maintenance of police vehicles, excluding refueling, will not be duties performed by the police officers during their normal tour of duty, except during emergencies. It is understood and agreed by both the Union and the Town that the Town shall maintain police vehicles in safe operating condition and that all repairs will be made as quickly as possible.
- B. An officer, during his lunch period, may use a police vehicle as available provided, however, that such officer shall be subject to call during said lunch period.
- C. The town agrees to provide and maintain air conditioning, in all of the police vehicles, used by members of this agreement, which are purchased subsequent to July 1, 1987.

Section 3.9 EDUCATION AND TRAINING

A. Members of the Department who plan to attend courses related to law enforcement degree programs offered by any accredited college during a fiscal year of the Town,

must submit a statement in writing to Chief of the Department describing such course or courses and the cost thereof, including the cost of required course materials. This statement must be submitted prior to the date a prepared budget is submitted by the Department to the Town Manager for such fiscal year.

- B. The Town of North Kingstown shall pay the complete tuition and expense of books, supplies and graduation fees incurred by members who are enrolled in a law enforcement degree program at any accredited school or college. Such expense shall be paid by the Town upon request for said course within a fourteen-day period. Evidence must be provided by the member or full reimbursement must be made to the Town by the member. However, if a course is not completed or is failed, the Town will be reimbursed by the Officer for the cost of the tuition and expenses immediately upon the Officer's withdrawal from the course.
- C. <u>BCI Training</u>. Officers attending the Rhode Island BCI course at URI will receive pay for a regular work shift on each day of such attendance that falls on a day on which they are scheduled to work, and they will not be expected to work their normal shift on that day. For purposes of this subsection only, the same day for officers who work the midnight shift shall be deemed to be the following day. I.e., officers on midnight shift will not be expected to work, but will be paid as if they had worked, the regular shift beginning at midnight immediately following the BCI training.

Section 3.10 TERMINAL PAY

All members who leave the service of the Town for any reason shall receive all pay, which may be due them with the following qualifications:

A. All Members who leave the service of the Town for any reason other than retirement or death in the service of the Town and who have completed one (1) year's service

shall be paid for all unused vacation time to a maximum of three hundred twenty 320 hours. Employees who leave before completing one (1) year's service shall not be entitled to any vacation pay upon termination.

- B. Terminal pay shall be paid to members who are dismissed to a reduction in force from Town employment in the following manner:
- 1. Six (6) months, but less than six (6) years of continuous service One (1) week of pay at the normal rate.
- 2. Six (6) years but less than eleven (11) years of continuous service Two (2) weeks of pay at the normal rate.
- 3. Eleven (11) or more years of continuous service One (1) day's pay at normal rate for each year or fraction thereof.
- C. Members who are retired or the estates of members who die in the service of the Town shall be paid for all unused sick leave, and/or unused vacation leave, not to exceed one thousand one hundred (1100) hours total at 100% of the officer's hourly rate.
- D. On separation from the service of the Town, voluntarily or otherwise, no member, with the exception of those who are eligible for retirement or die in the service of the Town, shall receive any pay for any accumulated sick leave.

Section 3.11 VACATIONS

A. Vacation leave shall be allowed and considered earned by a member who has not completed five (5) full years of continuous service with the Town on the basis of 5.1923 hours per pay period, but no member shall be allowed a full vacation leave until he has completed one (1) full year's service.

- B. Vacation leave shall be allowed and considered earned by the member who has completed five (5) full years of continuous service with the Town on the basis of 6.2308 hours per pay period.
- C. After ten (10) years of continue service with the Town, the member shall earn 8.3077 hours per pay period, plus 0.4615 hours per pay period for each year of continuous additional service to a maximum of 360 hours per year shall be allowed and considered earned by the member.
- D. Vacation leave may be accumulated to any amount but only Six-Hundred (600) hours of such leave may be carried over from one (1) fiscal year to another. The amount of accumulated vacation leave of an employee in excess of Six-Hundred (600) hours at the end of a town fiscal year, shall be credited to the sick account of the employee.
- E. Holidays under this Agreement, if occurring during a member's vacation period consisting of at least four (4) consecutively assigned workdays if the member works an 8.5-hour shift, or three (3) consecutively assigned work days if the member works a 12-hour shift, shall not be charged to the member's accrued vacation time.
 - F. Members may utilize leave on holidays.

SECTION 3.12 FAMILY ILLNESS AND PERSONAL LEAVE

A. Family Illness Leave

Any member shall be allowed time off, not to exceed three (3) working days in each current year, when his presence is required to be with his immediate family on account of serious illness and the same shall be reported by the employee to his supervisor when leave is taken.

This leave shall be with pay but shall not be granted until the employee has completed one (1) year of continuous service. "Immediate family" shall be defined as including only spouse,

domestic partner, children, mother, father, brother, sister, and any other relative living in the member's household. Family Illness Leave shall not be credited as hours worked for purpose of determining overtime pay and shall not be chargeable to the member's accrued sick leave.

The Chief of the Department may require satisfactory proof of illness or the need for attending a member of the immediate family and may disallow family illness leave in the absence of such proof.

After a member uses all Family Illness Leave, they shall have the option of this time being charged as sick or annual leave time should additional time be required. Any member may choose to carry over no more than two (2) days of unused Family Illness Leave to the following fiscal year for a total not to exceed five (5) Family Illness Leave Days.

B. Personal Leave

Any member shall be allowed time off, for personal reasons, not to exceed one (1) working day in each current year. A personal day may not be used while an employee is on sick leave and may not be used during the week immediately before or after an employee's scheduled vacation without the approval of the Chief of the Department. This leave shall be with pay and shall be granted by the Chief of Department or by a patrol commander subject to the approval of the Chief. No explanation or justification shall normally be required of the member as to the purpose or use of personal leave time. Personal leave shall not be credited as hours worked for purpose of determining overtime pay.

C. For purposes of this subsection 3.13, the term "day" shall mean a 12-hour day for those working 12-hour shifts, and an 8.5-hour day for those working 8.5-hour days.

Section 3.13 SICK LEAVE

- A. All members shall receive 5.1923 hours per pay period for sick leave, which they may accumulate during continuous service from year to year without limit.
- B. Any member who uses no sick time for the period of July 1 through December 31, they shall be entitled to one (1) additional annual leave day at the start of the next fiscal year.

 [12-hour day for those working 12-hour shift; 8.5 hour day for all others.]
- C. If a member has accrued sick leave in excess of 1020 hours, the member may request the Town buy back all or any portion thereof these hours at fifty percent (50%) of the member's current salary, payable during the first pay period in December and not for purposes of pensions. Alternatively, the member may request that fifty percent (50%) of any sick leave the member has accrued in excess of 1020 hours be transferred to his or her vacation accrual subject to the limitations set forth in Section 3.11D.

Section 3.14 BEREAVEMENT LEAVE

All members of the bargaining unit shall be eligible to receive bereavement leave, per occurrence, on the death of a member of his/her immediate family as follows:

- a. Spouse (including Domestic Partner): 10 days
- b. Children and Stepchildren: 10 days
- c. Mother, father, brother, sister, including all step and in-law related and grandparents: 5 days
 - d. Aunt, Uncle, spouse's aunt and uncle, spouse's grandparents: 1 day

Bereavement leave shall not be chargeable to the member's accrued sick or annual vacation leave. On the occurrence of a death of a spouse (including domestic partner), child or stepchild, a member of the bargaining unit may request additional time off at the discretion of, and in a manner agreeable to the Chief of the Department and the Town Manager.

Section 3.15 TRAINING ACADEMY COSTS

The parties understand that probationary police officers, within ninety days of appointment as such, required by the Town to execute an agreement in a form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town related to 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, that they repay three-quarters (3/4) of all such sums if they voluntarily leave the employment of the Town more than two years, but less than three years after graduation from the Academy and that they repay one-half (1/2) of all such sums in the event they voluntarily leave the employment of the Town more than three years but less than four years after graduation from the Academy, and that they repay one-quarter (1/4) of all such sums in the event that they voluntarily leave the employment of the Town more than four years but less than five years after 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 (if any is paid), uniforms, other school materials and costs incurred but the Town in collecting such sums (including reasonable attorneys' fees) from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period.

ARTICLE IV

SHIFT HOURS, OVERTIME, OUT OF RANK, CALL BACK AND HOLIDAY PAY Section 4.1 HOURS OF WORK

The regular hours of work each day shall be consecutive for uniformed personnel except for any authorized interruptions for lunch period.

The regular work schedule for all uniform members of the Department, except those assigned to administrative duties, shall be a fourteen (14) day cycle starting on Tuesday and consisting of two (2) consecutive working days of twelve (12) hours followed by two (2) consecutive days off, followed by three (3) consecutive days on; then two (2) consecutive days off, followed by two (2) consecutive days on followed by three (3) consecutive days off. All such regularly scheduled shift hours worked are part of the officer's regular pay and thus pensionable.

The work week for the, non-uniformed members, and those assigned to administrative duties shall be five (5) consecutive days, four of which shall be 8.5-hour days and one which will be an eight (8) hour shift increment followed by two (2) days off. All such regularly scheduled shift hours worked are part of the officer's regular pay and thus pensionable. Each eight (8) hour and each eight and one-half (8.5) hour shift increment shall include a one-half (1/2) hour lunch period, and each twelve hour shift will include either two one-half (1/2) hour lunch periods or one (1) one-hour lunch period. It is understood that all breaks will continue to be paid and subject to call.

All members of the Department covered by this Agreement shall be present at Roll Call, which shall commence at ten (10) minutes prior to the beginning of a member's shift. Members shall report to said Roll Call fully prepared for duty. Time spent while attending Roll Call shall not be considered for pay purposes, under any circumstances, but shall be considered as part of and included in the normal shift hours, which the Roll Call precedes.

Section 4.1.1 SHIFT DIFFERENTIAL PAY

All employees covered by this Agreement shall receive \$.25 per hour in addition to their regular hourly rate of pay for duty assignment to the overnight shift.

Section 4.2 OVERTIME PAY

- A. Uniformed police officers who work in excess of their regular schedule shall be compensated at the rate of one and one half (1-1/2) time such hours worked multiplied by their regular hourly rate of pay set forth in the attached Appendices.
- B. Recording and authorization of overtime as well as sick leave, shall be by the Patrol Commander, as authorized by the Chief.
- C. Vacation leave or holiday leave shall be credited as hours worked during the week in which taken. Sick leave shall not be credited as hours worked for purposes of determining overtime pay if taken within a twenty-four hour period just prior to such overtime or immediately following such overtime.
- D. Overtime hours for uniformed police officers shall be defined as those hours worked which are in excess of and contiguous to their regular schedule. Overtime hours for non-uniformed police officers shall be defined as those hours worked on a uniformed shift assignment.
- E. Members of the Detective Division shall be compensated in accordance with the salary schedule appended. Members of the Detective Division shall receive time and one half overtime pay for all hours worked in excess of their regularly scheduled hours.
 - F. Scheduled overtime shall be assigned on a rotating seniority basis.

Section 4.3 OUT OF RANK PAY

A member of the Department, covered by this Agreement who works on an acting assignment in a higher rank than said member's rank for a period of thirty (30) or more consecutive calendar days, shall be paid out of rank pay retroactively from the first day. The rate of out of rank pay shall be the difference between that hourly rate of the rank of the acting

assignment, which is one pay step higher than the member's regular pay step and the member's regular hourly rate. Members assigned to acting assignment in higher ranks, shall not be rotated for the purpose of preventing any one member from completing thirty (30) consecutive calendar days of out of rank service and qualifying for out of rank pay.

Section 4.4 CALLBACK

A. All members of the Department shall, when called back to uniformed duty, excluding court duty, be compensated at the rate of time and one-half. Such call back pay shall be for the actual hours worked except that, regardless of the number of hours actually worked, each member called back to uniformed duty shall be entitled to call back pay for a period of not less than a four (4) hour duration.

B. Members of the Department required to attend court during other than normal duty hours shall be compensated at the rate of time and one half. Such call back for court times shall be for the actual hours worked except that, regardless of the number of hours actually worked, each member called back to duty for court attendance shall be entitled to be paid for a period of not less than four (4) hours duration.

Section 4.5 HOLIDAY PAY

A. The following shall be paid holidays for each member of the bargaining unit:

New Years Day January 1

President's Day February (Third Monday)

May (Lott Monday)

Memorial Day May (Last Monday)
Fourth of July July 4

Good Friday Friday before Easter Sunday
Labor Day September (First Monday)

Columbus Day October (Second Monday)
Veteran's Day November 11 (Day of Federal Observance)

Thanksgiving Day November (4th Thursday)

Day after Thanksgiving November (Friday after 4th Thursday)

Martin Luther King Day January (Third Monday)

Christmas Day December 25

If any one of the foregoing holidays is observed on a day different from the date of the holiday, only the day of observance shall be construed as a holiday for purposes of this section, provided, however, for Christmas, New Years Day, and the Fourth of July, only the day of the holiday, not the day of observance, shall be deemed to be the holiday for purposes of this section.

For each of the aforementioned holidays, each member shall receive, in addition to his regular pay, one (1) day's holiday pay to be determined by multiplying his regular hourly rate times eight (8) hours. For hours actually worked on any of the aforementioned holidays, the uniformed members of the Department shall be paid, in total, one and one-half (1 1/2) times their regular hourly rate separate and apart from their holiday pay for that day, and two and one-half times their regular hourly rate for each hour over eight they are required to work. Non-uniformed personnel, and those assigned to administrative duties, shall normally be granted all holidays off if such holidays fall on said members normally scheduled work days. Said non-uniformed personnel, and those assigned to administrative duties shall be given an additional six (6) days administrative leave per year. Should a non-uniformed member, and those assigned to administrative duties be required to work on a holiday, he shall be granted a similar number of hours off, administratively, within two (2) weeks subsequent to that holiday at the discretion of the Chief of the Department.

- B. Any Detective who works on a five and two schedule and one of their normal days off is a Monday holiday will not lose the day off. They will be given their next scheduled working day off with pay.
- C. Effective as of the date on which the 12-hour shift schedule takes effect holiday pay for those working 12-hour shifts will be converted according to the following formula:

h/37.5 = x/42 where h is the number of hours accrued on the 4/2 schedule and x is the number of hours to be accrued on the 12-hours schedule. Thus an officer who current accrues 8 hours of holiday pay will receive 8.96 hours (8/37.5 x 42 = x = 8.96).

This formula is intended to fairly increase the holiday pay benefit in exactly the same proportion to hours worked per week.

Section 4.6 TOWN AND PRIVATE DETAILS

- A. All employees, when assigned to any special Town (formerly referred to as "civic") detail, other than his or her normal police duties and outside of his or her normal tour, shall be compensated at the rate of time and one half for that time actually worked on such special Town detail. For hours worked on any of the aforementioned holidays, employees shall be paid at two (2) times their regular hourly rate. Wages for such special Town details will be paid to the employee by the Town through its regular payroll system. All special Town details will be assigned by the Chief of the Department, or his or her designee, on a rotating basis, in order of seniority with the regular officers allowed first choice before community service officers.
- B. A detail list will be made up annually of those employees who wish to work Private (formerly known as non-civic) details. Acceptance of Private details will be on a voluntary basis. Private details shall be given out by rotation in order of seniority and shall be posted in advance at least, whenever practical, forty-eight (48) hours prior to the starting time of such detail with the regular officers allowed the first choice before community service officers.
- C. Members of the Department covered by this Agreement who are injured during the course of duty on Private (formerly referred to as non-civic) details involving traffic duty on public highways within the Town of North Kingstown, Private details required by the Town

Council, or Private details which are authorized by the Chief of the Department, shall be afforded all of the benefits of any officer who is injured on duty as provided in Title 45, Chapter 19, Section 1, General Laws of Rhode Island, 1956, as amended. (The parties recognize that salary benefits awarded by R.I.G.L. § 45-19-1 terminate upon retirement on pension or other termination of employment.) Department Rules and Regulations and general orders shall be followed for reporting such injuries incurred while on a Private detail.

D. Private (formerly referred to as Non-civic) details shall be paid at an hourly rate as specified in the Police Department Rules and Regulations. Payment for Private details will be made through the town payroll and when practicable on the regular pay day following the biweekly pay period in which the work was performed. Although payment is made to the officers by the Town, the Private detail hours worked by officers is exempt from the provisions of the Fair Labor Standards Act for overtime compensation under "Section 553.227 Outside Employment." The detail rate shall be equivalent to one and one half (1 1/2) times the base hourly rate of a top-step, including top-step longevity, patrol officer, to which fifteen (15%) percent shall be added and payable to the Town.

Any member covered under this Agreement who works a private detail that exceeds eight (8) consecutive hours shall be compensated at a rate of two (2) times the base hourly rate of a top-step, including top-step longevity, patrol officer for the hours in excess of eight (8), to which fifteen (15%) percent shall be added and payable to the Town.

Any member who works an emergency detail shall be compensated at one and one-half (1 1/2) times the current private detail rate for all hours worked on said detail, to which fifteen (15%) percent shall be added and payable to the Town. An emergency detail shall be considered

any detail which is requested with less than two (2) hours' notice prior to the commencement of that detail.

Any member who works a private detail on any of the aforementioned holidays shall be compensated at a rate of two (2) times the current private detail rate for all hours worked on said holiday, to which fifteen (15%) percent shall be added and payable to the Town.

All private details shall be paid in two (2) hour increments (i.e. 4,6,8). With a minimum detail of four (4) hours.

Section 4.7 SHIFT ASSIGNMENTS

- A. Members of this agreement shall have shift assignments, based on the seniority provisions as provided for in Section (3.7). Except as otherwise provided in this agreement, at no time shall the Town re-schedule work hours on a day to day basis. Members' work hours may be re-scheduled on a day to day basis for the purpose of facilitating attendance at in-service training or other such conferences, provided however that a member's days off shall not be rescheduled unless a member is reassigned to administrative duties of five consecutive work days followed by two days off.
- B. Whenever the Chief of Police, for any reason, determines there is a need for temporarily reassigning personnel within the department to compensate for expected activity or to compensate for a vacancy, which is expected to last a minimum of thirty (30) days, he shall post the position in accordance with Section (3.7). However, at no time shall temporary assignments be for less than thirty (30) days. Upon the conclusion of the Temporary assignment the individual so assigned shall be returned to the assignment previously occupied.
- C. It is further understood that whenever an individual fills a temporary assignment, he shall receive all the benefits afforded that assignment.

Section 4.8 EXCHANGE OF DUTY

In connection with their agreement on a 12-hour shift schedule, the parties have agreed as follows. Employees may exchange shifts with other employees of the same rank with the approval of the Chief or his/her designee, which approval will not be denied unless to do so would unduly disrupt the operations of the North Kingstown Police Department. Furthermore, the switching officers will not be required to disclose the reason for the exchange. Both officers who switch remain responsible for seeing that the shift is filled. No exchange of duty shall result in overtime pay liability for the Town. In the event that the officer to fill in for another officer's assigned shift cannot work for the assigned officer for any reason, then it will be the assigned officer's responsibility to either work the shift or have another officer fill in. Any overtime incurred as a result of the assigned officer not working or no one working for the assigned officer will be taken out of the assigned officer's pay for that pay period.

Section 4.9 COMPENSATORY TIME

- A. All members will be allowed to accrue compensatory time off in lieu of overtime if they choose said compensatory time to be accrued and used prior to October 15 each year. Such compensatory time is earned at a rate of one and one-half (1 1/2) times the accrual hours worked. Compensatory time may not be used if its use causes overtime to be paid out. Any unused compensatory time, except compensatory time earned for On Call and FTO up to one hundred twenty (120) hours of compensatory time may be carried over from year to year, or paid out on the last payday of October, or the first payday of November, at the member's regular rate of pay.
- B. Any members of any division required to be On Call shall be compensated two
 (2) hours of compensatory time for each day On Call, and all FTOs shall be compensated two (2)

hours of compensatory time for each full shift that they train a new officer; however, these earned hours will be use or lose within one year from the date earned.

Section 4.10 DISPATCH ASSIGNMENTS

If the Public Safety Communications Department has a vacant police dispatch shift that it is unable to fill, the following procedure shall be followed:

- Qualified members of the department on the department's Dispatch
 Overtime List will be offered the Dispatch overtime opportunity.
- 2. If no member volunteers to fill said Dispatch vacancy, the vacancy will revert back to the Public Safety Communications Department to be filled.
- 3. A police department supervisor shall not be precluded from ordering said vacancy to be filled by a Department member in an emergency circumstance.

ARTICLE V

PROMOTION PROCEDURES

Section 5.1 PROMOTION TO SERGEANT

Any member, having completed three (3) years of service to the Town as Patrol Officer, shall be eligible for promotion to the rank of Sergeant. The following shall be the established procedure for determining the eligible Patrol Officers to be promoted to the rank of Sergeant, when such promotional vacancy exists within the Department.

- A. Each eligible Patrol Officer of the Department shall be given an exam having a maximum possible attained score of one hundred (100) points, distributed as follows:
- 1. Twenty percent (20%) of the maximum possible one hundred (100) points, or a maximum of twenty (20) points, shall be attributable to an oral exam given by the Chief of the

Department. This exam shall be given prior to any written exam and shall be posted prior to any other examination being given.

- 2. Sixty percent (60%) of the maximum one hundred (100) points, or a maximum of sixty (60) points, shall be attributable to a written exam.
- 3. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to education and/or military service as follows: one and one-quarter (1.25) points being awarded for every 15 college credits; and/or one and one-quarter (1.25) points awarded for every six (6) months of active military service or six hundred twenty-five tenths (.625) points for every six (6) months of National Guard or Reserve service. Proof of an associate degree will constitute 60 college credits and proof of a bachelor's or an advanced degree will constitute 120 college credits.
- 4. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to the officers seniority in the North Kingstown Police Department, said officer receiving 0.0833 points per month up to a maximum of ten (10) points.
- 5. The results of written examinations of all candidates shall be posted prior to announcement of promotion(s) to the rank of Sergeant. In the event of tie scores resulting from the procedures defined above, seniority shall prevail.

Section 5.2 PROMOTION TO LIEUTENANT

Any member of the Department who has served at least one (1) year in the rank of Sergeant shall be eligible for promotion to the rank of Lieutenant when such vacancy exists within the Department.

- A. Each eligible member of the Department shall be given an exam having a maximum possible attained score of one hundred (100) points, distributed as follows:
- 1. Twenty percent (20%) of the maximum possible one hundred (100) points, or a maximum of twenty (20) points, shall be attributable to an oral exam given by Chief of the Department. This exam shall be given prior to any written exam and shall be posted prior to any other examination being given.
- 2. Sixty percent (60%) of the maximum one hundred (100) points, or a maximum of sixty (60) points, shall be attributable to a written exam.
- 3. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to education and/or military service as follows: five (5) points being awarded for at least 60 college credits; and/or five (5) points awarded for either two (2) years of active military service or four (4) years of National Guard or Reserve service; or ten (10) points awarded for either four (4) years of active military service or eight (8) years of National Guard or Reserve service; or ten (10) points being awarded for a Bachelor's or advanced degree.
- 4. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to the officers seniority in the North Kingstown Police Department, said officer receiving one (1) point per year up to a maximum of ten (10) years.
- 5. The results of written examinations of all candidates shall be posted prior to announcement of promotion(s) to the rank of Lieutenant. In the event of tie scores resulting from the procedures defined above, seniority will prevail.

Section 5.3 PROMOTION TO CAPTAIN

Any member of the Department who has served at least one (1) year in the rank of Lieutenant shall be eligible for promotion to the rank of Captain when such vacancy exists within the Department.

- A. Each eligible member of the Department shall be given an exam having a maximum possible attained score of one hundred (100) points, distributed as follows:
- 1. Twenty percent (20%) of the maximum possible one hundred (100) points, or a maximum of twenty (20) points, shall be attributable to an oral exam given by the Chief of the Department. This exam shall be given prior to any written exam and shall be posted prior to any other examination being given.
- 2. Sixty percent (60%) of the maximum one hundred (100) points, or a maximum of sixty (60) points, shall be attributable to a written exam.
- 3. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to education and/or military service as follows: five (5) points being awarded for at least 60 college credits; and/or five (5) points awarded for either two (2) years of active military service or four (4) years of National Guard or Reserve service; or ten (10) points awarded for either four (4) years of active military service or eight (8) years of National Guard or Reserve service; or ten (10) points being awarded for a Bachelor's or advanced degree.
- 4. Ten percent (10%) of the maximum possible one hundred (100) points, or a maximum of ten (10) points, shall be attributable to the officers seniority in the North Kingstown Police Department, said officer receiving one (1) point per year up to a maximum of ten (10) years.

5. The results of written examinations of all candidates shall be posted prior to announcement of promotions to the rank of Captain. In the event of tie scores resulting from the procedures defined above, seniority shall prevail.

Section 5.4 PARTICIPATION

In order to be eligible for promotion an employee must actively participate in every phase of the promotion procedure.

ARTICLE VI

LEGAL PROVISIONS AND DURATION OF AGREEMENT

Section 6.1 PROVISIONS

The Town and the Union hereby acknowledge that all benefits conferred by this\
Agreement upon the members of the Police Department are subject to the provisions of Federal and State Laws and Regulations and subject, as well, to the provisions of the Town Charter and Ordinances.

Section 6.2 SAVING CLAUSE

Should any provision of the Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other parties or provision.

Section 6.2 DURATION

The duration of this Agreement shall extend from July 1, 2024 through June 30, 2027, and shall continue in effect thereafter unless amended or modified in accordance with this Section or Section 6.4, or terminated in accordance with this Section. Either party wishing to

amend, modify or terminate this Agreement must so advise the other party in writing not less than one hundred twenty (120) days prior to the last day for the appropriation of money by the Town for the fiscal year commencing July 1, 2027.

Section 6.3 ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein.

IN WITNESS WHEREOF, the parties hereto caused to be signed and sealed this Agreement and like copies on this **20th** day of **August**, 2024.

In presence of

TOWN OF NORTH KINGSTOWN

In presence of

LOCAL 473, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, N.A.G.E.

7. ma

Classification Pay Schedule

Classification Pay Schedule
Local 473, International Brotherhood of Police Officers, N.A.G.E.
(in Annual, Bi-Weekly and Hourly Increments
1-Jul-24
4% increase

INCREASE 42 HOURS/WEEK

42 HOURS/WEEK						
		Without Longev	ity 42 Hours/	Week-Patrol		
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	63,118.38	71,136.78	75,912.46	80,969.46	86,312.98
84 hr	BiWeekly	2,427.63	2,736.03	2,919.71	3,114.21	3,319.73
	Hourly	28.9004	32.5718	34.7585	37.0739	39.5206
0204 Detective PO	Yearly	88,775.44				
84 hr	BiWeekly	3,414.44				
	Hourly	40.6481				
0205 Sergeant	Yearly	91,528.06				
84 hr	BiWeekly	3,520.31				
	Hourly	41.9084				
0206 Detective Sgt	Yearly	94,475.72				
84 hr	BiWeekly	3,633.68				
	Hourly	43.2580				
0207 Lietenant	Yearly	98,623.46				
84 hr	BiWeekly	3,793.21				
	Hourly	45.1573				
0208 Detective Lt	Yearly	107,711.50				
84 Hr	BiWeekly	4,142.75				
	Hourly	49.3184	v			
0209 Captain	Yearly	111,334.86	•			
84 hr	BiWeekly	4,282.11				
	Hourly	50.9775				

1-Jul-24 4% increase

INCREASE

		With 3% Longe	vity - 42 Hou	ırs/Week-Patr	rol	
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	65,011.93	73,270.88	78,189.83	83,398.54	88,902.37
84 hr	BiWeekly	2,500.46	2,818.11	3,007.30	3,207.64	3,419.32
	Hourly	29.7674	33.5489	35.8012	38,1861	40.7062
0204 Detective PO	Yearly	91,438.70				
84 hr	BiWeekly	3,516.87				
	Hourly	41.8675				
0205 Sergeant	Yearly	94,273.90				
84 hr	BiWeekly	3,625.92				
	Hourly	43.1657				
0206 Detective Sgt	Yearly	97,309.99				
84 hr	BiWeekly	3,724.52				
	Hourly	44.3395				
0207 Lietenant	Yearly	101,582.16				
84 hr	BiWeekly	3,907.01				
	Hourly	46.5120				
0208 Detective Lt	Yearly	110,942.85				
84 Hr	BiWeekly	4,267.03				
	Hourly	50.7980				
0209 Captain	Yearly	114,674.91				
84 hr	BiWeekly	4,410.57				
	Hourly	52.5068				

1-Jul-24 4% increase

INCREASE

42 HOURS/WEEK

With 5.5% Longevity - 42 Hours/Week-Patrol

		With 5.5% Longevity - 42 Hours/Week-Patrol				
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	66,589.89	75,049.30	80,087.65	85,422.78	91,060.19
84 hr	BiWeekly	2,561.15	2,886.51	3,080.29	3,285.49	3,502.32
	Hourly	30.4899	34.3632	36.6702	39.1130	41.6942
0204 Detective PO	Yearly	93,658.09				
84 hr	BiWeekly	3,602.23				
	Hourly	42.8837				
0205 Sergeant	Yearly	96,562.10				
84 hr	BiWeekly	3,713.93				
	Hourly	44.2134				
0206 Detective Sgt	Yearly	99,671.88				
84 hr	BiWeekly	3,833.53				
	Hourly	45.6372				
0207 Lietenant	Yearly	104,047.75				
84 hr	BiWeekly	4,001.84				
	Hourly	47.6409				
0208 Detective Lt	Yearly	113,635.63				
84 Hr	BiWeekly	4,370.60				
	Hourly	52.0309				
0209 Captain	Yearly	117,458.28				
84 hr	BiWeekly	4,517.63				
	Hourly	53.7813				

Classification Pay Schedule

Local 473, International Brotherhood of Police Officers, N.A.G.E.

(in Annual, Bi-Weekly and Hourly Increments

1-Jul-24

4% increase

INCREASE

42 HOURS/WEEK

With 8% Longevity - 42 Hours/Week-Patrol

		With 8% Longevity - 42 Hours/Week-Patrol				
		Step 1 Step 2 Step 3 Step 4				Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	68,167.85	76,827.72	81,985.46	87,447.02	93,218.02
84 hr	BiWeekly	2,621.84	2,954.91	3,153.29	3,363.35	3,585.31
	Hourly	31.2124	35.1775	37.5391	40.0398	42.6822
0204 Detective PO	Yearly	95,877.48				
84 hr	BiWeekly	3,687.60				
	Hourly	43.8999				
0205 Sergeant	Yearly	98,850.30				
84 hr	BiWeekly	3,801.93				
	Hourly	45.2611				
0206 Detective Sgt	Yearly	102,033.78				
84 hr	BiWeekly	3,924.38				
	Hourly	46.7186				
0207 Lietenant	Yearly	106,513.34				
84 hr	BiWeekly	4,096.67				
	Hourly	48.7698				
0208 Detective Lt	Yearly	116,328.42				
84 Hr	BiWeekly	4,474.17				
	Hourly	53.2639				
0209 Captain	Yearly	120,241.65				
84 hr	BiWeekly	4,624.68				
	Hourly	55.0557				

Classification Pay Schedule

Local 473, International Brotherhood of Police Officers, N.A.G.E.

(in Annual, Bi-Weekly and Hourly Increments

1-Jul-24

4% increase

INCREASE

42 HOURS/WEEK

With 10.5% Longevity - 42 Hours/Week-Patrol

		With 10.5% Longevity - 42 Hours/Week-Patrol				
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	69,745.81	78,606.14	83,883.27	89,471.25	95,375.84
84 hr	BiWeekly	2,682.53	3,023.31	3,226.28	3,441.20	3,668.30
	Hourly	31.9349	35.9918	38.4081	40.9667	43.6703
0204 Detective PO	Yearly	98,096.86				
84 hr	BiWeekly	3,772.96				
	Hourly	44.9161				
0205 Sergeant	Yearly	101,138.51				
84 hr	BiWeekly	3,889.94				
	Hourly	46.3088				
0206 Detective Sgt	Yearly	104,395.67				
84 hr	BiWeekly	4,015.22				
	Hourly	47.8001				
0207 Lietenant	Yearly	108,978.92				
84 hr	BiWeekly	4,191.50				
	Hourly	49.8988				
0208 Detective Lt	Yearly	119,021.21				
84 Hr	BiWeekly	4,577.74				
	Hourly	54.4968				
0209 Captain	Yearly	123,025.02				
84 hr	BiWeekly	4,731.73				
	Hourly	56.3301				

3% increase

INCREASE

42 HOURS/WEEK						
		Without Longev	ity 42 Hours/	Week-Patrol		
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	65,011.93	73,270.88	78,189.83	83,398.54	88,902.37
84 hr	BiWeekly	2,500.46	2,818.11	3,007.30	3,207.64	3,419.32
	Hourly	29.7674	33.5489	35.8012	38.1861	40.7062
0204 Detective PO	Yearly	91,438.70				
84 hr	BiWeekly	3,516.87				
	Hourly	41.8675				
0205 Sergeant	Yearly	94,273.90				
84 hr	BiWeekly	3,625.92				
	Hourly	43.1657				
0206 Detective Sgt	Yearly	97,309.99				
84 hr	BiWeekly	3,742.69				
	Hourly	44.5557				
0207 Lietenant	Yearly	101,582.16				
84 hr	BiWeekly	3,907.01				
	Hourly	46.5120				
0208 Detective Lt	Yearly	110,942.85				
84 Hr	BiWeekly	4,267.03				
	Hourly	50.7980				
0209 Captain	Yearly	114,674.91				
84 hr	BiWeekly	4,410.57				
	Hourly	52.5068				

84 hr

BiWeekly

Hourly

4,587.00

54.6071

42 HOURS/WEEK						
		With 4% Longe	The same of the sa			
		Step 1	Step 2	-	Step 4	Step 5
			The state of the state of the	12 Months	24 Months	The state of the s
0203 Patrol Officer	Yearly	67,612.41	76,201.72	81,317.43	86,734.49	92,458.46
84 hr	BiWeekly	2,600.48	2,930.84	3,127.59	3,335.94	3,556.09
	Hourly	30.9581	34.8909	37.2333	39.7136	42.3345
0204 Detective PO	Yearly	95,096.25				
84 hr	BiWeekly	3,657.55				
	Hourly	43.5422				
0205 Sergeant	Yearly	98.044.86				
84 hr	BiWeekly	3,770.96				
	Hourly	44.8923				
		-				
0206 Detective Sgt	Yearly	101,202.39				
84 hr	BiWeekly	3,892.40				
	Hourly	46.3380				
0207 Lietenant	Yearly	105,645.45				
84 hr	BiWeekly	4,063.29				
	Hourly	48.3725				
		~				
0208 Detective Lt	Yearly	115,380.56				
84 Hr	BiWeekly	4,437.71				
	Hourly	52.8299				
		4				
0209 Captain	Yearly	119,261.90				
Maria Cara Cara Cara Cara Cara Cara Cara	a spale of the same of the sam					

		With 6.5% Longevity - 42 Hours/Week-Patrol				
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	69,237.71	78,033.49	83,272.17	88,819.45	94,681.02
84 hr	BiWeekly	2,662.99	3,001.29	3,202.78	3,416.13	3,641.58
	Hourly	31.7022	35.7296	38.1283	40.6682	43.3521
0204 Detective PO	Yearly	97,382.22				
84 hr	BiWeekly	3,745.47				
	Hourly	44.5889				
0205 Sergeant	Yearly	100,401.71				
84 hr	BiWeekly	3,861.60				
	Hourly	45.9714				
0206 Detective Sgt	Yearly	103,635.14				
84 hr	BiWeekly	3,985.97				
	Hourly	47.4519				
0207 Lietenant	Yearly	108,185.00				
84 hr	BiWeekly	4,160.96				
	Hourly	49.5353				
0208 Detective Lt	Yearly	118,154.13				
84 Hr	BiWeekly	4,544.39				
	Hourly	54.0998				
0209 Captain	Yearly	122,128.77				
84 hr	BiWeekly	4,697.26				
	Hourly	55.9198				

BiWeekly

Hourly

4,807.52

57.2324

84 hr

42 HOURS/WEEK						
		With 9% Long	evity - 42 Ho	urs/Week-Pat	trol	
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	70,863.01	79,865.26	85,226.92	90,904.41	96,903.58
84 hr	BiWeekly	2,725.50	3,071.74	3,277.96	3,496.32	3,727.06
	Hourly	32.4464	36.5683	39.0233	41.6229	44.3698
0204 Detective PO	Yearly	99,668.19				
84 hr	BiWeekly	3,833.39				
	Hourly	45.6356				
0205 Sergeant	Yearly	102,758.55				
84 hr	BiWeekly	3,952.25				
	Hourly	47.0506				
0206 Detective Sgt	Yearly	106,067.89				
84 hr	BiWeekly	4,079.53				
	Hourly					
0207 Lietenant	Yearly	110,724.56				
84 hr	BiWeekly	4,258.64				
	Hourly	50.6981				
0208 Detective Lt	Yearly	120,927.70				
84 Hr	BiWeekly	4,651.07				
	Hourly	55.3698				
0209 Captain	Yearly	124,995.65				

42 HOURS/WEEK

With 11.5% Longevity - 42 Hours/Week-Patrol

		With 11.5% Longevity - 42 Hours/Week-Patrol				
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	72,488.30	81,697.03	87,181.66	92,989.38	99,126.14
84 hr	BiWeekly	2,788.01	3,142.19	3,353.14	3,576.51	3,812.54
	Hourly	33.1906	37.4071	39.9183	42.5776	45.3874
0204 Detective PO	Yearly	101,954.15				
84 hr	BiWeekly	3,921.31				
	Hourly	46.6823				
0205 Sergeant	Yearly	105,115.40				
84 hr	BiWeekly	4,042.90				
	Hourly	48.1297				
0206 Detective Sgt	Yearly	108,500.64				
84 hr	BiWeekly	4,173.10				
85	Hourly	49.6797				
0207 Lietenant	Yearly	113,264.11				
84 hr	BiWeekly	4,356.31				
	Hourly	51.8609				
0208 Detective Lt	Yearly	123,701.27				
84 Hr	BiWeekly	4,757.74				
	Hourly	56.6397				
0209 Captain	Yearly	127,862.52				
84 hr	BiWeekly	4,917.79				
	Hourly	58.5451				

3% increase

INCREASE 42 HOURS/WEEK

42 HOURS/WEEK						
		Without Longev	ity 42 Hours/	Week-Patrol		
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	66,962.29	75,469.01	80,535.53	85,900.50	91,569.44
84 hr	BiWeekly	2,575.47	2,902.65	3,097.52	3,303.87	3,521.90
	Hourly	30.6604	34.5554	36.8752	39.3317	41.9274
0204 Detective PO	Vanak	04 101 06				
84 hr		94,181.86				
84 nr	BiWeekly	3,622.38 43.1236				
	Hourly	43.1236				
0205 Sergeant	Yearly	97,102.12				
84 hr	BiWeekly	3,734.70				
	Hourly	44.4606				
0206 Detective Sgt	Yearly	100 220 20				
84 hr	BiWeekly	100,229.29 3,854.97				
04 111	Hourly	3,854.97 45.8924				
	Houny	43.6324				
0207 Lietenant	Yearly	104,629.63				
84 hr	BiWeekly	4,024.22				
	Hourly	47.9073				
0208 Detective Lt	N	14.1.221.42				
84 Hr	Yearly	114,271.13				
84 mr	BiWeekly	4,395.04				
	Hourly	52.3219				
0209 Captain	Yearly	118,115.15				
84 hr	BiWeekly	4,542.89				

54.0820

Hourly

Hourly

56.2453

With 4% Longevi	ity - 42 Hours	/Week-Patrol
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		With 4% Longe	vity - 42 Hou	ırs/Week-Patı	rol	
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	69,640.78	78,487.77	83,756.95	89,336.52	95,232.22
84 hr	BiWeekly	2,678.49	3,018.76	3,221.42	3,436.02	3,662.78
	Hourly	31.8868	35.9376	38.3503	40.9050	43.6045
0204 Detective PO	Yearly	97,949.14				
84 hr	BiWeekly	3,767.27				
	Hourly	44.8485				
		3				
0205 Sergeant	Yearly	100,986.20				
84 hr	BiWeekly	3,884.08				
	Hourly	46.2390				
		-				
0206 Detective Sgt	Yearly	104,238.46				
84 hr	BiWeekly	4,009.17				
	Hourly	47.7281				
0207 Lietenant	Yearly	108,814.81				
84 hr	BiWeekly	4,185.19				
	Hourly	49.8236				
		8-4				
0208 Detective Lt	Yearly	118,841.98				
84 Hr	BiWeekly	4,570.85				
	Hourly	54.4148				
0209 Captain	Yearly	122,839.76				
84 hr	BiWeekly	4,724.61				

With 6	5% Longe	witer - 47	Hours N	Week-Patrol

		With 6.5% Longevity - 42 Hours/Week-Patrol				
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	71,314.84	80,374.50	85,770.34	91,484.03	97,521.45
84 hr	BiWeekly	2,742.88	3,091.33	3,298.86	3,518.62	3,750.83
	Hourly	32.6533	36.8015	39.2721	41.8883	44.6527
0204 Detective PO	Yearly	100,303.69				
84 hr	BiWeekly	3,857.83				
	Hourly	45.9266				
0205 Sergeant	Yearly	103,413.76				
84 hr	BiWeekly	3,977.45				
	Hourly	47.3506				
0206 Detective Sgt	Yearly	106,744.20				
84 hr	BiWeekly	4,105.55				
	Hourly	48.8754				
0207 Lietenant	Yearly	111,430.55				
84 hr	BiWeekly	4,285.79				
	Hourly	51.0213				
0208 Detective Lt	Yearly	121,698.75				
84 Hr	BiWeekly	4,680.72				
	Hourly	55.7228				
0209 Captain	Yearly	125,792.64				
84 hr	BiWeekly	4,838.18				
	Hourly	57.5974				

With 9%	Longevity -	42 Hours	/Week	Patrol
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		With 9% Long	evity - 42 Ho	urs/Week-Pat	rol	
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	72,988.90	82,261.22	87,783.73	93,631.55	99,810.69
84 hr	BiWeekly	2,807.27	3,163.89	3,376.30	3,601.21	3,838.87
	Hourly	33.4198	37.6654	40.1940	42.8716	45.7009
0204 Detective PO	Yearly	102,658.23				
84 hr	BiWeekly	3,948.39				
	Hourly	47.0047				
0205 Sergeant	Yearly	105,841.31				
84 hr	BiWeekly	4,070.82				
	Hourly	48.4621				
0206 Detective Sgt	Yearly	109,249.93				
84 hr	BiWeekly	4,201.92				
	Hourly					
		-				
0207 Lietenant	Yearly	114,046.30				
84 hr	BiWeekly	4,386.40				
	Hourly	52.2190				
0208 Detective Lt	Yearly	124,555.53				
84 Hr	BiWeekly	4,790.60				
	Hourly	57.0309				
0209 Captain	Yearly	128,745.52				
84 hr	BiWeekly	4,951.75				
	Hourly	58.9494				

With 11.5% Longevity - 42	Hours/Week-Patrol
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		With 11.5% Longevity - 42 Hours/Week-Patrol				
		Step 1	Step 2	Step 3	Step 4	Step 5
			6 Months	12 Months	24 Months	36 Months
0203 Patrol Officer	Yearly	74,662.95	84,147.95	89,797.11	95,779.06	102,099.93
84 hr	BiWeekly	2,871.65	3,236.46	3,453.74	3,683.81	3,926.92
	Hourly	34.1863	38.5293	41.1159	43.8549	46.7491
0204 Detective PO	Yearly	105,012.78				
84 hr	BiWeekly	4,038.95				
	Hourly	48.0828				
0205 Sergeant	Yearly	108,268.86				
84 hr	BiWeekly	4,164.19				
	Hourly	49.5736				
0206 Detective Sgt	Yearly	111,755.66				
84 hr	BiWeekly	4,298.29				
	Hourly	51.1700				
0207 Lietenant	Yearly	116,662.04				
84 hr	BiWeekly	4,487.00				
	Hourly	53.4167				
0208 Detective Lt	Yearly	127,412.31				
84 Hr	BiWeekly	4,900.47				
	Hourly	58.3389				
0209 Captain	Yearly	131,698.40				
84 hr	BiWeekly	5,065.32				
	Hourly	60.3015				

APPENDIX

HealthMate COAST TO COAST

Blue Cross Blue Shield of Rhode Island

100/80 \$250 Coinsurance Plan

Understanding Your Benefits

What's Covered	Wha	t You Pay
Service	In-Network	Out-of-Network
Preventive Care Adult preventive care Child preventive care Immunizations Preventive lab, X-ray, and imaging	\$0 per visit	20% per visit after deductible
 Primary Care Office Visits Adult primary care Adult gynecological exam Pediatric primary care 	\$20 per visit	20% per visit after deductible
 Specialist Office Visits Specialty care Chiropractic (limit 12 visits per year) Routine eye exam (limit 1 visit per year) Allergy/Dermatology Mental Health 	\$30 per visit	20% per visit after deductible
Outpatient Services Diagnostic lab, X-ray, and imaging	\$0 per visit	20% per visit after deductible
 Medical/surgical care High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies 	\$0 per visit	20% per visit after deductible

Inpatient Services

- Hospitalization
- Maternity

Mental health
 Chemical dependency
 Description
 O% per visit
 after deductible
 after deductible

Rehabilitation (limit 45 days per year)

Hospital Emergency Services\$150 per visit\$150 per visitUrgent Care\$50 per visit\$50 per visit

Your Prescription Drug Coverage

		Co-payment per 30 day Supply	Mail Order 90-day Supply
Tier 1	Low Cost generics	\$10	\$
Tier 2	 Higher-cost generics and preferred brand names 	\$35	\$
Tier 3	Highest cost generics and non- preferred brand name drugs	\$60	\$
Tier 4	Specialty drugs	\$100	N/A

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