CONTRACT BETWEEN TOWN OF TIVERTON

AND

IB.P.O. LOCAL #406

TIVERTON POLICE DEPARTMENT

JULY 1, 2018 – JUNE 30, 2021

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Appendix A- Summary of Medical Benefits

AGREEMENT

Pursuant to the provisions of Title 28, Chapter 9.2 of the General Laws of the State of Rhode Island, as amended, entitled, "Policemen's Arbitration", this agreement is made and entered into this _____ day of _____, 2019 by and between the Town of Tiverton and the International Brotherhood of Police Officers, Local #406, Tiverton Police Department.

ARTICLE I

SECTION 1. RECOGNITION: The Town of Tiverton by its "corporate authorities" as defined in Title 28, Chapter, 9.2, Section 3 of the General Laws of Rhode Island, as amended, does hereby recognize and acknowledge the "International Brotherhood of Police Officers, Local #406", as selected by a majority of the police officers of the Tiverton Police Department as per the provisions of Title 28, Chapter 92, Section 5, as amended, police officers of the Town of Tiverton.

As per the provisions of said Title 28, Chapter 9.2, the Town of Tiverton does recognize and acknowledge said Local #406 as the sole and exclusive bargaining agent for all full time police officers of the Police Department of the Town of Tiverton for the purposes of collective bargaining and entering into agreements relative to wages, salaries, rates of pay and other terms and conditions of employment. Provided however, said recognition shall not include the power of said Local #406 to bargain for the office of the Chief of Police, and any acting Chief of Police or any Deputy Chief of Police.

SECTION 2. CONTRACT ILLEGALITIES: In the event any portion of this contract shall be deemed to be unenforceable by virtue of being adverse to any State Law or to the provisions of Chapter 9.2 of Title 28, the same shall be declared null and void, but the remainder of the provisions of said contract shall remain in full force and effect.

SECTION 3. DISCRIMINATION: The Town of Tiverton or the Chief of Police or the Deputy Chief of Police of the Tiverton Police Department shall not discharge or discriminate in any manner whatsoever against any police officer of the Town of Tiverton because of membership in the International Brotherhood of Police Officers, Local #406.

SECTION 4. MEMBERSHIP: All employees in the bargaining unit on the effective date of this Agreement as of that date has a right to either (1) become a member of the Union and pay membership dues, (2) pay to the I.B.P.O. an agency service fee in an amount determined by the I.B.P.O., or (3) opt to not pay either membership dues or agency service fees.

SECTION 5. DUES: The Town shall deduct from the pay of each employee covered by this Agreement all required I.B.P.O. dues and/or agency service fees, provided that at the time of such deduction there was in the possession of the Town a current, lawful,

written authorization for such deduction, executed by the employee, in a form agreed upon by the parties. The I.B.P.O. shall, by its Treasurer, certify in writing the amount of membership dues and agency service fees referred to above, to the Town Administrator, and all such dues and/or agency service fees deducted hereunder shall be remitted by the Town to the Treasurer of the I.B.P.O. on a monthly basis. The I.B.P.O. agrees that it shall give at least thirty (30) days' notice to the Town if the I.B.P.O. desires to change the amount of dues and/or agency service fees to be deducted from the bargaining unit employees' paychecks.

SECTION 6. FAILURE TO PAY DUES OR AGENCY SERVICE FEES: The rights of any bargaining unit member who elects not to pay either union membership dues or agency service fees shall be governed by the provisions of R.I.G.L. § 28-9.2-18, as amended.

SECTION 7. INDEMNITY: The I.B.P.O. shall indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not by the Town with regard to this Article.

ARTICLE II

SECTION 1. MANAGEMENT RIGHTS: The Town of Tiverton retains the right to adopt and/or amend Rules and Regulations and Policy and Procedures governing the internal conduct of the Police Department, as provided by law. Any such Rules and Regulations and Policy and Procedures shall be adopted and/or amended only after ten (10) days written notice of the proposed adoption of the same has been delivered to the International Brotherhood of Police Officers, Local #406, and the International Brotherhood of Police Officers afforded an opportunity to comment thereon and make recommendations in relation thereto within said ten (10) day period. Any and all notices provided herein or hereinafter shall be deemed to be delivered to the International Brotherhood of Police Officers, Local #406, if delivered in writing to the then President of said Local #406.

Notwithstanding any other provisions of this agreement, the Town retains the right to take any reasonable action in emergency situations to protect the public interest even if such action is contrary to the express terms of this Agreement.

ARTICLE III

SECTION 1. SENIORITY: Police officers of the Tiverton Police Department shall have seniority rights, and said seniority rights shall be computed as follows:

(a) By date of employment as a probationary officer

(b) By time in rank

SECTION 2: The seniority of all policemen of the Tiverton Police Department at the time of the execution of this contract shall remain as stated in Section 1., of this Article.

In the event two or more officers have the same time in grade, then the officer who graduated with a higher mark from the Municipal Police Training School shall be the senior officer. Officers graduating from the Municipal Training School shall file with the Chief of Police and the International Brotherhood of Police Officers, Local #406, their class standings upon graduation. Said standings shall become part of the permanent record of said officers.

SECTION 3: Seniority rights shall apply only to permanent police officers, ranking or non-ranking, who are full time police officers as per the provisions of Title 28, Chapter 9.2, Section 3. Said rights shall not apply to special officers and/or civilian employees of the Tiverton Police Department.

(a) The following list shall apply to the officers of the Tiverton Police Department and shall be classified as rank amongst the members:

1. Ranks above Captain (excluding Chief & D/C)
2. Captain
3. Lieutenant / Detective Lieutenant
4. Sergeant
5. Patrol Officer

SECTION 4: Seniority rights shall apply to holidays, vacations, days off, shifts, in any and all other circumstances or situation, seniority and qualifications shall apply.

(a) Any officers promoted or transferred to a division shall serve therein immediately after appointment and shall be deemed permanent. After permanent status has been achieved, the officer may not be transferred back to another division without permission unless due Cause is shown by the Chief of Police. The sufficiency of said due cause shall be grounds for the filing of a grievance if the officer involved so elects.

(b) In the event of any transfer or promotion seniority in the newly acquired division shall be determined by time in rank.

(c) Any member of the Tiverton Police Department may transfer from one division to another for, an equal or lower rank then presently held only when an opening or vacancy exist as described in Article IV, Section 1. In the event such opening or vacancy exists for an equal or lower rank, said applicant may transfer to said opening without testing or retesting by said transferee.

1. If two (2) equally ranking members wish to transfer to the vacant position,

the following shall determine who shall be granted the transfer.

(a) Time in rank in present position. If this does not decide, then go to (b).

(b) Date of employment at the Tiverton Police Dept.

SECTION 5. BADGE NUMBERS: Badge numbers shall be assigned by the Chief of Police upon commencement of employment with the Tiverton Police Department. Once an officer has been assigned a Badge Number, he/she shall retain said Badge Number until he/she is no longer, on active duty with the Tiverton Police Department.

SECTION 6. SENIORITY LIST: Within thirty (30) days of execution of this agreement, the Town of Tiverton shall furnish to the International Brotherhood of Police Officers, Local #406, and the Tiverton Police Department, a copy of the proposed seniority list, arid the said Local and the Tiverton Police Department shall have thirty (30) days to make any corrections or changes in said list and signify their approval thereof in writing.

As aforementioned there shall be two lists, one seniority in the Department, and one Seniority in grade. After the list of seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on the bulletin board at Police Headquarters for the benefit of all officers. All questions in future involving seniority shall be resolved in accordance therewith.

SECTION 7. OFFICER IN CHARGE: In the absence of a ranked officer on a shift the most senior officer shall be in charge for the shift.

(a) When there are two ranking officers on a shift, the most senior officer shall be in charge of the shift.

SECTION 8. REDUCTION IN FORCE: Any reduction in the Tiverton Police Department shall be accompanied by reducing permanent police officers in order of their seniority beginning with the most junior officer. In the event of rehiring, the person laid off, within a thirty-six (36) month period, shall be the first recalled, upon passing an independent medical evaluation stating that the person is fit for duty.

ARTICLE IV

SECTION 1. VACANCIES IN PATROLMAN'S RANKS: Vacancies in the ranks of patrolmen in the Tiverton Police Department other than the position of Chief of Police shall be filled by appointment by the Tiverton Town Administrator in compliance with the town charter.

The department membership of no less than twenty-seven (27) regular officers shall consist of at least the following positions:

1 - Chief of Police

1 - Uniformed Captain
1 - Detective Lieutenant
1 – Planning and Training Sergeant
1 - Detective Sergeant
1 - Detective
3 - Uniformed Lieutenants
3 - Uniformed Sergeants
14 - Uniformed Patrol Officers
1 - School Resource Officer

In the event there occur any vacancies in the department by reason of resignation or termination, the Town shall start the process of filling said opening within sixty (60) days from said vacancy date and fill said opening within one hundred (120) days from which said vacancy was created, pending Academy availability.

SECTION 1.1. SCHOOL RESOURCE OFFICER: There will be a special shift created for a School Resource Officer (SRO). The shift shall be filled by seniority by any Uniformed Patrol Officer.

The School Resource Officer shall be assigned to work an administrative schedule (five day week Monday-Friday) during the school year. The SRO will work a special shift 0700 Hours to 1500 Hours. The SRO will not count towards minimum staffing during the regular school year. The SRO will count towards minimum staffing during school vacations, summer break, and any other day in which school is not in session.

During school vacations, summer break, and any other day that school is not in session, the SRO will work an administrative schedule (five day week Monday-Friday) from 0800 to 1600 Hours. During vacations and summer break the SRO will be responsible for duties at the discretion of the Chief.

The SRO will also be permitted to work various school activities at the discretion of the Chief.

SECTION 2. TEMPORARY SERVICE OUT OF RANKS: Members of the Tiverton Police Department below the rank of Sergeant who are ordered to assume the responsibilities of a higher rank, or who fill in for any Tiverton police officer in a higher rank, at any time, shall be compensated for the time spent in such higher rank at the same rate of pay of a Sergeant regardless of the rank of the officer whom they are filling in. Such higher rate of pay shall apply for all time spent in that higher rank in complete eight (8) hour shifts. An Officer may choose to receive one (1) hour compensatory time, in lieu of pay.

SECTION 3. PROMOTIONS: In order for any police officer to be eligible for any promotion to any position within the Police Department, excluding Chief of Police, said

officer shall meet the following requirements:

(a) A candidate for promotion to Sergeant must be a First Class Police Officer with at least three (3) years of continuous service from date of employment on the Tiverton Police Department.

(b) For promotion to Lieutenant a candidate must have held the rank of Sergeant as of the date of the promotional examination.

(c) For promotion to Captain a candidate must hold the rank of Lieutenant as of the date of the promotional examination.

(d) For promotion above Captain the articles of the Tiverton Town Charter prevail.

SECTION 4. TEST AND OTHER QUALIFICATIONS FOR PROMOTION: All bargaining unit promotions within the Tiverton Police Department shall be subject to the following:

(a) All promotions for ranks above patrolman first class, except Chief of Police and Deputy Chief of Police, shall be given on the basis of competitive examination. All Promotion examinations shall be selected by the Chief of Police and shall come from an outside agency source.

The test selected shall be prepared by a qualified police testing agency and be applicable to the particular promotion in question. The Chief of Police shall be responsible for obtaining such test and shall keep all test packets sealed, except for checking the package to see if the proper number and type of test has been received. Each test booklet and answer sheet shall be sealed and shall not be opened prior to the testing day.

The Chief of Police or his designee along with one (1) member of the International Brotherhood of Police Officers, Local #406 shall escort the test package into the testing room on the day of said test. If any test booklet or answer sheet for the particular examination is found opened prior to the test date, such test shall be deemed invalid.

(b) No examination for promotional purposes shall be given without notice of such examination having been posted on the bulletin board at Police Headquarters at least thirty (30) days prior to the date set for said examination. Such notice shall set forth the source of materials to be utilized in said examination, and any examination using materials other than the source material specifies shall be invalid and of no force and effect.

(c) The promotional process for the positions of Captain, Lieutenant, and Sergeant will take place every two (2) years on a date in the month of October whether

there is a position vacant or not. This will create and keep an active list of candidates for promotion. The list will be in effect for two (2) years from the date the promotional list is certified by the Chief of Police.

(d) Written Examinations: All candidates for all positions must obtain a passing score of seventy (70) on any given examination.

(1) Upon receiving a passing score, the candidate will move to a review panel composed of at least three (3) uninterested, current supervisors of the Tiverton Police Department, not to include the Chief. Each member of the review panel will rate each candidate. The maximum number of points that each panel member can give to a candidate will be based on the number of candidates in the process. For example, if four officers test for the position of sergeant, then a panel member can give each candidate up to four (4) points. The discussion by the panel members shall include, but not limited to, the candidate's attendance, work ethic, activity, and ability to perform the duties of the position for which he/she is testing.

(2) The top three (3) candidates selected by the review panel will be forwarded to the Chief of Police. The chief will have the ability to select from those top Three (3) candidates. All promotions shall be subject to the approval by the Town administrator.

(3) The Chief of Police, or his designee shall be responsible for the correcting of all tests.

(4) Written examinations questions shall be identical for all police officers taking the examination.

(5) Candidates for all promotions must complete all phases of the promotional process to be eligible to receive said promotionas set forth in this section.

(e) Any Officer notified to attend a mid-level management staff meeting outside his/her regularly scheduled working hours or during a time when he/she is not working will be compensated at four (4) hours straight time or will receive compensatory time.

(f) Any Officer, obtaining the rank of Sergeant, or above, shall attend a supervisory command school within one year of promotion.

ARTICLE V

SECTION 1. DUTIES: Primary duties of the members of the Tiverton Police Department shall be the protection of the public, prevention of crime, the enforcement of all laws whether Federal, State or Local.

SECTION 2. DETAILS TO OTHER DEPARTMENTS PROHIBITED: The Town of Tiverton agrees that members of the Police Department whose duties are defined in Article V, Section 1, shall not be detailed to other departments of the Town, except as otherwise provided for by this agreement (e.g. SRO assigned to the School Department).

ARTICLE VI

SECTION 1. HOURS: The regular work schedule for the members of the Town of Tiverton Police Department shall consist of four (4) consecutive days of work, followed by two (2) consecutive days off. The regular workday for such members of the Tiverton Police Department shall be as follows:

FIRST SHIFT	(12) midnight to 8:00 a.m. less one-half hour for lunch, plus during fiscal year 2003 and subsequent years a .35 cent hourly pay differential.
SECOND SHIFT	8:00 am. to 4:00 p.m. less one-half hour for lunch.
THIRD SHIFT	4:00 p.m. to (12) midnight, less one half (1/2) hour for lunch, plus during fiscal year 2003 and subsequent years a .50 cent hourly pay differential.
MID SHIFT	6:00 p.m. to 2:00 a.m. less one-half (1/2) hour for lunch plus during fiscal year 2001 a .40 cent hourly pay differential. During fiscal year 2003 and subsequent years a .50 cent hourly pay differential.

(a) The first, second and third shifts as stated in Section 1 of this Article shall have three (3) regular permanent police officers on duty at all times for patrols. The mid-shift shall be staffed at the discretion of the Police Chief. For purposes of this Section, probationary police officers who have completed their FTO (field training) shall be counted as part of the required manning on all shifts.

(b) This section shall not apply to special details. All shifts aforementioned shall be chosen by seniority, including ranking officers in the division. The work schedule for the Detective Division is at the discretion of the Chief of Police.

SECTION 2. PLANNING AND TRAINING SERGEANT: There will be a permanent position for a Uniformed Sergeant. No other members of the Tiverton Police Department will be scheduled for this position. This Sergeant position will consist of the following basic job description;

Supervise & operate:
(1) Training Division
(2) Records Division.
(3) Inspectional Services Division

Responsibilities:

(1) To create and maintain an in service training program for all members of the department

(2) Assist in conducting the process of recruitment and selection of department personnel.

(3) Assist and monitor the process of purchasing and licensing of firearms and the dissemination of public records.

(4) Maintain records and conduct inspections and inventory of all department owned vehicles and equipment to ensure efficiency and effectiveness.

(5) Assist with and maintain files in support of the process towards achieving and maintaining department accreditation.

(6) Other, such duties as designated by the Chief.

Hours: (1) Five (5) day week - Monday through Friday with floating hours at the discretion of the Chief of Police.

(a) There will be a special shift created for a Uniformed Captain. No other members of the Tiverton Police Department will be scheduled for this shift. This shift is being created for a Uniformed Captain to have duties, responsibilities, and hours set by the chief of police in his or her sole discretion. If the position of Captain is not filled, this shift will be abolished. The position will consist of the following job description to be created by the Chief of Police.

(b) There will be a special shift created for a fifth (5th) Uniformed Sergeant. No other members of the Police Department will be scheduled for this special shift. This special shift is created expressly for a fifth uniformed Sergeant of the patrol division of the Tiverton Police Department. If for any reason there is not a fifth uniformed Sergeant, this special shift will be abolished.

Special shift hours: 8:00 a.m. to 4:00 p.m. - 1st day

8:00 a.m. to 4:00 p.m. - 2nd day

4:00 p.m. to 12 midnight - 3rd day

4:00 p.m. to 12 minight - 4th day
then two (2) consecutive days off.

SECTION 3. SHIFT POSTING: All shifts, beats and posts must be posted on the

bulletin board at the police headquarters for a minimum of (7) days prior to their becoming effective.

(a) All extra shift details shall be posted on the bulletin board at Police Headquarters for a period of approximately thirty (30) days in advance of commencement of all shifts.

All police officers may bid for these extra shifts on the basis of seniority. Extra shifts that are not voluntarily filled within five (5) days prior to the commencement of said shift(s) will be assigned on an involuntary basis.

Involuntary assignments shall start with the most junior police officer. The three most junior officers shall be required to carry department issued cell phones. In the event of an order back the most junior officer will be notified via call or text message and given 15 minutes to call Police Headquarters If in 15 minutes no return call is made by the officer, the second most junior officer shall be notified via call or text message and adhere to the above. This section shall apply to the third most junior officer. Officers that are notified and fail to call Police Headquarters back could be subject to disciplinary action by the Town, Union and or both. No officer shall remove/bump an officer(s) who has been involuntarily assigned, unless having the assigned officer(s) consent.

Department Cellular Phones: Officers assigned department cell phones will be responsible to monitor and maintain same. Officers will only be compensated during the time of an order back, and only when such order back time is actually worked by said officer. Officers shall not be compensated for any other reason. The officer will be responsible to make arrangements with another officer to hold their department cell phone in the event said officer knows he or she will be unavailable for a call back. The O.I.C of the shift shall be informed of any change/swap and the same will be documented by an Interdepartmental memorandum. Once an officer has been ordered back, he or she shall turn their assigned cell phone over to the O.I.C. of the shift. The O.I.C. will assign the department cell phone to the next most junior officer not carrying a department cell phone. At the start of every month the department cell phones shall be assigned to the three most junior officers.

Officers can only be involuntarily assigned once during the calendar month, unless all officers in the uniform division were assigned during that calendar month. Officers exempt from order back are as follows: Officers on sick leave, family leave act, bereavement leave, vacation, or other approved leave as determined by the Chief of Police.

Officers working extra shift(s) assignments either voluntarily or involuntarily shall be paid at the rate of time and one half their regular hourly wage.

Notwithstanding the above, should the Chief be unable to fill shift vacancies as described hereinabove in this Section, or should an officer previously assigned to a shift, either voluntarily or involuntarily, call out of work for said shift, the Chief will be

able to order to work, at his discretion and without regard to the requirements of paragraphs (a) and/or (b) above, any available officer or holdover for duty any available officer regardless of said officer's rank. Such action by the Chief under this paragraph shall not be subject to the grievance procedure (Article XIV) of the contract.

In addition, the parties will execute a side letter in effect for the duration of the contract, which will state: "The town, through the Chief and the Town administrator, and the Union agree to meet at least quarterly to discuss the distribution of overtime and proposed changes to the Departments overtime callback system. If such meetings result in proposed changes to the collective bargaining agreement, the parties agree to present the proposed changes to the Town council and the Union membership for ratification.

(b) When a police officer has been involuntarily or voluntarily assigned for an extra shift, he/she shall not be removed from said extra shift, without his/her consent by any other officer within five (5) days prior to the commencement of said extra shift.

SECTION 4. SUBSTITUTIONS: Any member of the Police Department who wishes to change his/her days off or work schedule may substitute with an officer of equal rank provided that a written notice, signed by both parties, is approved by the Chief of Police and if the Chief of Police is not available, the next senior officer in the chain of command who must give his approval for said substitution, not less than twenty-four (24) hours before the requested change in days off or work schedule.

Such substitution shall not create any overtime. Notification of the requested substitution to the Chief of Police or his designee shall be made as soon as possible by the ranking officer.

SECTION 5. OVERTIME: The regular work week of the Tiverton Department. as aforesaid shall be four (4) consecutive days of work followed by two consecutive days off.

All time worked exceeding the normal tour of duty including court appearances shall be compensated for at the rate of time and one-half. For the first overtime hour any time worked over fifteen (15) minutes and up to one (1) hour shall be compensated for as a full over-time hour.

Any overtime hour thereafter, time worked over one-half and up to one (1) hour shall be compensated as a full overtime hour. Any officer on vacation, leave, or day off, when called back for any reason shall be compensated at time and one-half for a four (4) hour, minimum, even if the call back time is less than four (4) hours.

If called back for any reason and less than four (4) hours is spent on said call back, the officer will not be required to spend the full four (4) hours in any other capacity other than the reason for which he/she was called back. This four (4) hour clause is specifically set out to adequately compensate an officer who must interrupt his/her

leave, vacation, and/or days off. No officer on vacation will be recalled except in emergencies.

(a) Any officer of the Tiverton Police Department placed on standby for any reason, shall be compensated for a minimum of two (2) hours pay at the regular pay rate unless said standby is canceled at least forty-eight (48) hours prior to the time said standby is to report.

It the officer on standby is called back, he will forfeit the two (2) hours pay and shall receive four (4) hours call back pay as hereinabove set forth. Any officer on standby shall be at any place within one-half (1/2) hour travel from Police Headquarters. so long as he can be reached by telephone.

(b) Any officer of the Tiverton Police Department who is required to report on off duty hours for any certification or recertification shall receive a minimum of two (2) hours overtime pay.

SECTION 6. COURT APPEARANCE: If a court appearance is made by any officer during his/her regular time off, except extensions of the officers regularly scheduled day, the officer will be paid at the rate of time and one-half (1/2) his hourly wage, with a minimum of four (4) hours pay.

Court appearances shall include returned appearances before administrative boards, registry hearings, Administrative Adjudication hearings, in or out of state Criminal Court hearings which related to performances of police functions as a Tiverton Police Officer.

SECTION 7. UNIFORMS: All police officers of the Town of Tiverton shall be provided with the initial issue of uniforms at the direction of the Chief of Police. Any uniform and/or equipment damaged in the line of duty shall be replaced by the Town of Tiverton.

(a) Police officers shall be free to purchase their own uniforms from whatever supplier they wish, so long as the uniforms are the same quality and style as those currently in use in the department.

Any and all uniforms or portions thereof and/or equipment necessitated in the future by reasons of being damaged in the line of duty shall be supplied by the Town within thirty (30) days from the date of notification and verification of the same by said officer to the Chief of Police.

The parties agree that probationary police officers, within ninety days of appointment as such, shall be required by the town to execute an agreement in a form satisfactory to the town requiring that they repay all costs incurred by the Town, other than salary and Health benefits, related to their attendance at the Rhode Island Municipal Police Training Academy in the event that they voluntarily leave employment with the Town within a specific time period after graduation from the Academy according to the following schedule:

Repayment	Time period after graduation
Pay in Full all costs incurred	Within two (2) years of graduation
Repay three quarters (3/4) of costs	Between two (2) and three (3) years
Repay one half (1/2) of costs	Between three (3) and four (4) years
Repay one quarter (1/4) of costs	Between four (4) and five (5) years

Included within the amounts to be repaid shall be the cost of books, tuition (if any is paid), uniforms, other school materials and costs incurred by the town in collecting such sums from such voluntarily terminating employees. This section shall not apply to a police officer who separates from the department for a job outside the field of law enforcement and does not return to the field of law enforcement for at least five (5) years after the date of separation from the department. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period and enforceable through the grievance and arbitration mechanism of this agreement or a court of competent jurisdiction. The parties further agree that the agreement referenced in this section shall authorize the Town to deduct any such amounts from his /her final paycheck upon separation.

SECTION 8. EQUIPMENT: All patrol motor vehicles utilized by the uniform division of the Tiverton Police in the performance of their duties shall be of heavy duty manufacture standard police package.

In the event of inclement weather, a supervisor may assign an Officer to a four-wheel drive vehicle. The Officer may only be assigned to said vehicle if it has been properly maintained and fully operational.

At the Chief's discretion, on details, four-wheel drive vehicles may be used.

All vehicles shall be kept in safe operating condition by the Town of Tiverton. Police officers operating said motor vehicle shall be responsible for reporting any and all defects of the vehicle immediately to his senior officer in charge on duty.

The senior officer on duty shall report all said defects to any vehicle to the Chief of Police. The Chief of Police will cause said defects to be repaired at his earliest opportunity. If said defects are not corrected, no officer may be forced to operate said defective vehicle.

SECTION 9. SPECIAL EQUIPMENT: In the event any police officer is required to carry equipment of his/her time off, such as a pistol, the size and specifications of the same shall be agreed upon in advance by the Chief of Police and I.B.P.O. Local #406. Any such equipment so required while off duty shall be purchased and maintained by the

Town of Tiverton.

(a) The Town of Tiverton shall provide fifty percent (50%) of the cost of one (1) bullet proof safety vest for each uniformed police officer of the Town of Tiverton, who elects to purchase such vest, with a maximum of three hundred dollars ($300.00).

(b) The Town of Tiverton shall provide 50% of the replacement cost of one *(1)* bullet proof safety vest for each uniformed police officer of the Town of Tiverton, who elects to purchase such vest, with a maximum of three hundred dollars ($300.00) as per manufacturer's specifications.

SECTION 10. PAID HOLIDAYS: The following shall be paid holidays for all police officers of the Town of Tiverton Department:

(1)	Thanksgiving Day	(7)	Labor Day
(2)	Day After Thanksgiving	(8)	Veteran's Day
(3)	Christmas Day	(9)	Columbus Day
(4)	Memorial Day	(10)	Easter- Sunday
(5)	Washington' s Birthday	(11)	Martin Luther King Day
(6)	July 4th	(12)	New Year's Day
		(13)	New Year's Eve (4-12 shift only)

(a) Holiday pay shall be eight (8) hours of pay in addition to the officer's weekly salary and shall be paid to each officer over and above the weekly salary whether he/she works the holiday or not.

If an officer works the holiday, he/she shall be compensated for an additional one-half (1/2) day. In addition to the above, if an officer works after 4:00 p.m. on December 24th, he/she will be compensated at one and one-half (1 1/2) times over his/her normal rate of pay.

SECTION 11. OFFICER SERVICE RECORD: The completed service record of any officer shall be made available to him/her upon request, or to any person representing said officer who has in his/her possession the officer's written permission. If any deletions, omissions or additions in said service record are noted by the officer or his/her representative, an immediate meeting shall take place between said other and/or his/her representative and the Chief of Police.

The validity of said deletions, omissions or additions, shall be determined by the Chief, the Town Administrator, a police representative and the individual involved or his/her designee. All examinations of the officer's service record will be made under the supervision of the Chief of Police, provided, however, that any officer at any time may request copy of his personal service record.

(a) Any new additions or deletions to any officer's service record, the Chief of

Police must notify such officer of the change immediately. The officer and the Chief of Police shall initial the addition together and shall destroy, the deletions if both agree on the matter. If no agreement can be reached on any addition or deletion, then the matter will be subject to a grievance as stated in Article XIV, Section 1, of this contract agreement.

ARTICLE VII

SECTION 1. VACATIONS: All police officers shall have the right to a yearly vacation. For determining the length of such vacation time, the hereinafter-listed employment periods shall prevail. Such vacation time shall begin to accrue on the date said officer is appointed as a probationary patrolman of the Tiverton Police Department. Vacation time shall be as follows:

1 year	to	5 years	12 working days
5 years	to	10 years	16 working days
10 years	to	15 years	20 working days
15 years	to	20 years	24 working days
20 years	to	25 years	28 working days
over 25 years	to		30 working days

(a) No officer shall be compelled to take vacation time against his/her will. Officers shall not be compelled to take vacation time in specified amounts; however, an officer may take four (4) days of vacation in lots of one (1) or more days, but all other vacation days must be taken in lots of a minimum of four (4) consecutive working days. Vacations shall be taken within the fiscal year. The Department may allow up to two (2) Officers per shift to use vacation time at the same time, as long as it does not create overtime at the time of the request. (b) Request for vacation time must be submitted at least thirty (30) days in advance to the Chief of Police, except in the case of an emergency. The Chief of Police upon receipt of said vacation request must notify the officer within fifteen (15) days of receipt of the same that the officer's request is refused; otherwise said request shall be deemed to be granted.

(c) The Chief of Police in case of emergency may cancel an officers request for vacation, provided, however, that said officer must be given the opportunity to choose an alternative vacation, provided that said alternate period does not conflict with another officer's vacation time who has already had said time approved by the Chief of Police.

(d) If an officer's vacation time has been canceled by the Chief of Police, the Town of Tiverton will be responsible for reimbursement to said officer for all proven unrefunded amounts spent by said officer in advance in consideration of said vacation. In the event a vacation is canceled, the determination of whether or, not an emergency did n fact exist will be grounds for a grievance should the office desire to file same.

(e) An officer may not be forced to report in or be called back at any time between the first and the last day of his/her vacation inclusive, or in his/her normal days off preceding or following his/her vacation.

(f) For determining vacation days an officer's anniversary date shall he used. When an officer reaches the next step in vacation time during the fiscal year, he or she will be given the next step vacation days.

(g) All officers hired on or after July 1, 2018 will receive their vacation allotment on January 1st of each year. All officers hired prior to July 1, 2018 will receive their vacation allotment on July 1st of each year.

ARTICLE VIII

SECTION 1. CLOTHING ALLOWANCE: Each member of the Tiverton Police Department shall receive a clothing allowance annually for the cleaning of his/her uniforms. Said amounts will be paid to said officer with his/her first pay following July 1st of any given year. It shall be the responsibility of each officer to maintain his/her uniform in accordance with the standards of the Tiverton Police Department. Clothing allowance shall be as follows:

Fiscal year:

Effective 7/01/18 - One Thousand Three Hundred Fifty dollars ($1350.00)
Effective 7/01/19 - One Thousand Three Hundred Fifty dollars ($1350.00)
Effective 7/01/20 - One Thousand Three Hundred Fifty dollars ($1350.00)

ARTICLE IX

SECTION 1. INJURIES AND ILLNESS:

Officers covered by this Agreement who are incapacitated by an injury or illness suffered as a direct result of their duties for the Town shall receive benefits pursuant to the provisions of 45-19-1 of the General Laws of the State of Rhode Island; said benefits shall include salary for the period of incapacity and the payment of all medical and hospital bills and, in addition, shall include all contractual benefits. Any and all members returning to light duty shall return to light duty on a shift determined to be most advantageous to the Department by the chief or his/her designee. Upon return to full duty, the member shall return to his/her regular shift on the regular work schedule.

The Town of Tiverton agrees to pay all expenses of inoculation or immunization shots of the officer or members of his/her immediate family residing in his/her household when same becomes necessary as a result of the officer's exposure to a contagious disease,

which exposure occurred in the line of duty.

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

1. Members who are injured or become ill in the line of duty shall have the right to select their emergency treatment facility or hospital and/or physician or specialist. If the employee is unable to make the choice the choice shall be made, where practical, by the nearest relative.

2. All injuries and/or illnesses, regardless of nature, incurred in the line of duty, shall be reported to the Officer in Charge and records maintained as to date, time, nature of injury or illness, how received, and any treatment received.

3. When an employee has suffered a service connected injury or illness, the employee shall be entitled to be examined by the physician of his/her choice as noted above. If the employee's physician determines that the employee is suffering from a work-related injury, the Town shall have the right to have the employee examined by a physician of its choosing. If the opinion of the employee's private physician is in conflict with the Towns physician as to whether or not the employee is suffering from a work related injury then a third physician shall be selected and his/her decision shalt be applied, in accordance with the procedure outlined in the Light Duty section of this agreement.

LIGHT DUTY: When an officer has been certified by the employee's physician or the Town's physician as capable of performing light duties as a result of an injury or illness on or off the job, the Town, consistent with its needs and in its best interest, shall assign such officer for light duty in the department. Such assignment shall be for such a period of time as to be determined by the Chief of Police but not to exceed one year unless approved by the Town Administrator. The assignments to such light duty shall be on a "first out- first in basis" as available. Light duty assignments shall consist of clerical or administrative functions or duties assigned by the Chief assisting the department in light capacity. Light duty assignments are not restricted to a particular shift or workweek.

Capability to perform light duty shall be determined by the employee's physician and the Town's physician. If the opinion of the employee's private physician is in conflict with the Town's physician as to whether or not the employee is able to return to work in a light duty capacity, then a third physician, mutually agreeable to the Town's physician and the employee's physician, shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. In the event that the employee's private physician and the Town's physician cannot agree on a third physician to examine said employee, then a third physician agreed to by the Union and the Town shall examine the member and the physician's findings shall prevail. The impartial physician will be selected through a "check off selection process" in contested cases. The Union and the

Town will each contribute three (3) names to establish a six member panel. Each party will then strike two names from the list of six. The impartial physician will be selected from the remaining two names by lottery. The physician selection process shall be completed within ten (10) calendar days from when the Town notifies the Union. The results of the examination shall be conclusive on the parties. For purposes of this sub-section, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself of the grievance procedure (Article. XIV) with regard to any report or results received from the third physician concerning the member's physical condition and/or the member's capability of returning to work. The impartial physician's fee shall be paid by the Town. Upon receipt of written certification by the above process of the member's ability to return to light duty, said member shall be returned to employment with any and all benefits and entitlements afforded to members of the bargaining unit, including any promotional opportunities.

Members who are injured on duty who normally are assigned to work a 5/2 schedule shall not receive nor accumulate compensation time while on injured-on-duty status.

SECTION 2. Health Insurance for Active Employees

Effective July 1, 2018 and for the life of the contract, the health care plan for all active members of the department shall be a High Deductible Health Plan with a Health Savings account (hereinafter referred to as "HSA") with a calendar year deductible of $4,000 for family coverage and $2,000 for individual coverage. The town shall provide an HSA health care plan, which shall have a benefit level, service level, and network level, no less than the level described in Exhibit A attached to this CBA.

Within thirty (30) days of the commencement of the calendar year deductible, the Town agrees to advance the monetary amounts of the said deductibles ($4,000 family or $2,000 individual) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of the health care plan (HSA).

Members of the department through payroll deductions shall pay the following amount of the above-cited deductibles advanced to the members back to the town:

FY2019: The member shall repay $2,500 (Family) / $1,250 (Individual)
FY2020: The member shall repay $3,000 (Family) / $1,500 (Individual)
FY2021: The member shall repay $4,000 (Family) / $2,000 (Individual)

The Town's advance shall be repaid by the employee in accordance with the foregoing schedule in approximately equal installments in each pay period during the fiscal year via pre –tax deduction. If an employee leaves service with the Town for any reason, the employee shall be responsible for repaying the unpaid portion of the Town's advance (as of the date of separation) in-full, which the Town may deduct from such employee's final paycheck. As a condition of receiving this advancement of funds, each

employee shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation. For all new hires, the Town shall advance to the new hire the full amount of the deductible ($4,000 Family $2,000 Individual) for the first calendar year of employment, and the new hire shall agree to repay the Town for one half of such advanced deductible ($4,000 Family $2,000 individual) upon separation of employment, and the new hire shall not be required to repay such advanced funds during the first year of employment (unless they separate prior to the end of their first year). As a condition of receiving this advancement of funds, each new hire shall be required to sign and authorization form allowing the Town to deduct any such amounts from his /her final paycheck upon separation.

(a) No change from Blue Cross as a healthcare provider will be made by the Town until after consultation with the I.B.P.O. Local 406. However, the Town reserves the right to explore other health programs of equivalent services or better benefits than the existing health program as a cost saving measure. If mutually agreeable, the parties can exchange health programs for a more cost effective plan.

(b) Members who sustain an occupational injury/illness shall be covered for any and all medical care including, but not limited to, prescription drugs through a special medical rider that shall be provided for through the Town at no cost to the member nor the above-cited health care plan (HSA).

(c) The spouse and surviving children of any officer who dies in the line of duty shall be provided health insurance by the Town as set forth in Section 2. All children of the officer who has been killed in the line of duty shall receive the benefits until their eighteenth birthday, a full-time student until age 25, or marriage whichever comes first.

(d) All police officers of the Town of Tiverton shall be eligible to select the option of medical insurance buy back. If an officer selects such buy back option, he/she will receive compensation in the amount of one-half (1/2) the difference in the cost of the current health insurance fees in lieu of the medical health insurance coverage.

(e) All police officers of the Town of Tiverton shall be allowed to purchase at their own expense any additional medical insurance riders currently offered by the medical health insurance carriers contracted by the Town of Tiverton, provided such riders are available.

The selection of any riders will be done so under the guidelines and shall not bear any cost to the Town of Tiverton. This does not include any of the riders currently offered to said officers presently under contract.

SECTION 2.1: **DIVORCE DECREES:** The Town agrees to honor any divorce decree regarding healthcare benefits; provided however, this section does not obligate the

Town to provide a police officer, or his/her spouse, with any benefit that is not otherwise provided through this agreement.

SECTION 2.2: STUDENT RIDER: The Town of Tiverton shall provide the student rider of the current heath care plan being given to active employees, for all unmarried children of permanent police officers', while said student is enrolled in an institution of higher learning. Said student rider shall provide full coverage until the end of the calendar year in which her or she attains the age of 25 or when no longer a full time student, whichever comes first.

SECTION 3. Health Insurance for Retired Police Officers

(A) For all police officers hired by the Town of Tiverton prior to July 1, 2018, who retire on or after July 1, 2018 with at least 20-years of continuous service to the Town of Tiverton Police Department, the Town shall provide a High Deductible Health Plan with a HSA with calendar year deductible of $4,000 for Family coverage and $2,000 for individual coverage until such retiree reaches age 65 or Medicare eligibility, whichever occurs first. The retiree shall be responsible for paying the full calendar year deductible; however, within thirty (30) days of the commencement of the retiree's first full calendar year of post-employment health care, the Town will make an annual payment of $2,000 to each retiree enrolled in a Family plan or $1,000 to each retiree enrolled in an individual plan for a maximum of ten (10) years in retirement, or until such time the retiree reaches age 65 or Medicare eligibility, whichever occurs sooner. Upon the retiree reaching Medicare eligibility, the retiree shall be provided with supplemental Plan 65 coverage and Medicare Part B coverage.

If an employee provides the Chief of Police with a written, irrevocable letter of his/her intention of retiring at least six (6) months prior to his/her retirement date, the Town will advance one-half of the monetary amount of the employee's first full calendar year retirement deductible ($2,000 family or $1,000 individual) into the employee's Health Savings Account prior to the employee's scheduled retirement date, and such contribution shall be in lieu of (and not in addition to) the retiree's first $2,000/$1,000 payment referenced in the immediately preceding paragraph above. For such retiree's, the Town will not make the $2,000/$1,000 payments referenced in the immediately preceding paragraph during the officer's first full calendar year of retirement; such payments will commence in the retiree's second full calendar year of retirement.

(B) For all police officers hired by the Town of Tiverton on or after July 1, 2018, who retire with at least twenty five (25) years of continuous service to the town of Tiverton Police Department, the Town shall provide the retiree with a choice of the following for post-employment health care benefits: either **(1)** a High Deductible Health Plan with a HSA, individual coverage only, with a calendar year deductible of $2,000, until the retiree reaches age 65 or Medicare eligibility, whichever occurs sooner, or **(2)** a High deductible Health Plan with a HSA, Family coverage, with a calendar year

deductible of $4,000, for a maximum of five (5) consecutive years after retirement, or until such retiree reaches age 65 or Medicare eligibility, whichever occurs sooner. For either choice, the retiree shall be responsible for paying the full calendar year deductible with no advancement or payment of deductible funds by the Town.

SECTION 4. VISION CARE RIDER: All active members of the Tiverton Police Department shall be supplied with a Vision Care Rider family benefits upgrade.

The cost to the Town of Tiverton for the Vision Care Rider family benefit upgrade shall be limited to and not to exceed Thirty-Five Dollars ($35.00) per employee per year. Cost in excess of Thirty-Five Dollars ($35.00) per year, shall be paid by the employee through a payroll deduction.

(a) In the event the active members receiving the above-named benefits request to drop said benefits from the current contract they may do so at the beginning of any new fiscal year as an entire group.

SECTION 5. DELTA DENTAL: As of July 1, 1992, all active, permanent police officers of the Tiverton Police Department shall be supplied with Delta Dental Levels 1, 2, & *3* benefits by the Town.

(a) Beginning July 1, 1994, all police officers of the Town of Tiverton shall be allowed to purchase as their own expense any additional dental riders currently offered by the dental carriers contracted by the Town of Tiverton, provided such riders are available. The selection of riders will be done so under the carrier's guidelines and shall not bear any cost to the Town of Tiverton.

(b) Effective August 1, 1994, all active members of the Tiverton Police Department shall be supplied with Delta Dental Levels I, II, III, IV (adult) benefits, family

The cost to the Town of Tiverton for Level III dependents family benefits upgrade shall be Limited to and not to exceed Twenty-Five Dollars ($25.00) per employee per year. Cost in excess of Twenty-Five Dollars ($25.00) shall be paid by the employee through payroll deduction.

The cost to the Town of Tiverton for Level IV (adult) employees and dependents benefit upgrade shall be limited to and not to exceed Ninety Dollars ($90.00) per employee per year. Cost in excess of Ninety Dollars ($90.00) shall be paid by the employee through payroll deduction.

(c) In the event the active members receiving the above-named benefits in sub-section (b) request to drop said benefits from the current contract may do so at the beginning of any new fiscal year as an entire group.

SECTION 6. SICK LEAVE: The following is the guidelines for sick leave for members of

the Tiverton Police Department:

(a) Amount of sick leave shall be granted at the rate of seventeen (17) working days per year. Sick days shall be accumulative to one hundred forty-five (145) overall working days. Officers hired after July 1, 2012 shall be allowed to accumulate up to one hundred (100) overall working days. The officer shall be paid his/her usual salary during said period. During the month of July each year, the Town shall cause to be published and given to the members of the Police Department their present entitlement under the clause.

In addition to the yearly allowance of seventeen (17) sick days, each Officer shall be given one (1) additional sick day, which shall be placed in a sick day bank. This bank shall be used within the following circumstances:

-A union member who has a prolonged illness or other medical condition, in which he/she is not expected to return to work within thirty (30) days.
-The I.B.P.O. Local 406 executive board, through a majority vote may approve the use of up to ninety (90) sick days from the sick day bank.
-If the Union member is unable to return to work after the ninety (90) days, further time may be approved by a majority vote by two (2) members the I.B.P.O. Local 406 Executive Board and the Chief of Police.

Days of absence due to injuries and /or illness contracted outside the line of duty shall be subtracted from the officer's sick leave as hereinbefore specified. Days of absence due to quarantine, injuries, or illness, contracted in the line of duty shall not be subtracted from the officer's days of sick leave.

(b) Reasons for sick leave: sick leave for officers of the Police Department shall be granted for the following reasons;

(1) Personal illness or physical incapacity, not voluntarily caused, to such an extent to render said officer unable to perform the duties of his/her present position in the department if said officer is found capable of other work in the department by a qualified physician. The Town reserves the rights to request a doctor's certificate after two (2) successive sick days. The Town will reimburse the officer for any office visit co-pay that is paid by the officer.

(2) Attendance upon members of the family within the household of the officer whose illness requires the care of such officer for a period not to exceed three (3) working days. Officers can be required to sign an affidavit stating that there is no reasonable alternative to make other arrangements.

(c) Additional sick leave not to be deducted from said sick leave:

(1) Enforced quarantines when established and declared by the

Department of Health of the State of Rhode Island or a qualified physician for the period of quarantine only.

(d) Any police officer on sick leave shall be paid his/her regular holiday pay for any and all holidays that occur when on such leave.

(e) An officer of the Police Department of the Town of Tiverton, upon his retirement who shall have an accumulation of sick leave totaling one hundred forty-five (145) days shall be paid his daily rate of pay at retirement times 145, and shall be paid a pro-rated amount for a lesser accumulation of sick leave, upon such retirement.

(f) The amount to be paid for unused, accumulated sick pay shall be determined by multiplying the officer's most recent highest hourly rate of pay, multiplied by 7.5 times the number of unused accumulated days of sick leave.

(g) In accordance with a Memorandum of Agreement signed between the parties on August 19, 1999, the Town and the Union agree that all police officers shall have the option of turning in unused sick leave days for straight pay or to carry over unused sick days as outlined in Article IX, Section 6, entitled "Sick Leave" under the current collective bargaining agreement. If an officer chooses to turn in used sick leave days for pay, he or she shall receive their normal rate of pay for each sick day, not to exceed ten (10) unused sick days per officer, per fiscal year. The sick days would be at the officer's pay rate and payable during July of the next fiscal year.

SECTION 7. BEREAVEMENT LEAVE:

(1) An employee may be absent for three (3) consecutive calendar days (with full pay for work days which occur during said three (3) calendar day period) in the case of the death of a:

(i) father, mother, brother, sister, husband, wife, child or grandchild.

(2) An employee may be absent for one (1) day (with full pay) in the case of death of a:

(I) father-in-law, mother-in-law, uncle, aunt, cousin, niece, nephew, brother-in-law or sister-in-law, paternal grandparents and maternal grandparents.

The above, however, is provided, that in case of extenuating circumstances, one (1) additional day may be granted at the discretion of the Chief of Police upon request

SECTION 8. MATERNITY LEAVE:

The employee shall have the right to use any accrued leave for temporary disability due to pregnancy/delivery of a child.

The employee must present a statement from her Obstetrician/Gynecologist as to when, for health reasons arising from pregnancy, the employee should cease work or be placed on light duty. The Town retains the right to a second physician's opinion, the cost of which shall be borne by the Town. On the date the physician(s) agree(s) to work cessation, the employee will be placed on maternity leave. The employee may use her accrued leave during this time.

The employee may receive, while on maternity or pregnancy leave up to a maximum of 13 weeks of time (accrued sick time must be used when this leave time is accessed). The employee may also be allowed to return to regular or light duty if the employees physician so advises. The Town retains the right to a second physician's opinion, the cost of which shall be borne by the Town. Light duty, if applicable, shall be as defined/described in the Light Duty provision of the contract.

ARTICLE X

SECTION 1. OTHER COMPENSATORY TIME: Officers of the Tiverton Police Department shall be able to convert overtime hours worked to "other" compensatory time. For purposes of this section only, "overtime hours worked" shall refer to hours in excess of non-statutory (non-FLSA) time, but not beyond forty (40) hours per work week. Other compensatory time received by an officer in lieu of overtime compensation will be at a rate of one and one-half hours of compensatory time for each hour of overtime worked. Once the conversion is made, the town shall not be responsible to make any monetary payment for the overtime worked. Other compensatory time must be used prior to any officer's retirement, resignation, and or termination, as the town shall not be liable for reimbursements. At no time will an officer be allowed to accumulate more than two hundred and forty (240) hours of other compensatory time (i.e. one hundred and sixty (160) hours of overtime worked). Other compensatory time usage, when requested shall be granted by the Chief of Police within a reasonable period of the receipt of the request as long as the granting of the request does not cause any or create overtime (either non- FLSA or FLSA time) considerations for the department; provided, however, the Chief of Police shall not be required to grant any such request more than thirty (30) days prior to the date of the requested usage. Approval of the use of other compensatory time will not be reversed except in the case of a departmental emergency. Application of the terms of this section is intended to be consistent with 29 CFR 553.28 and shall not he considered to be a violation of Article VI, Section 1, "Hours", Article VI, Section. 5, 'Overtime" or provisions of the federal Fair Labor Standards Act.

SECTION 2. VOLUNTARY VIN CHECK DUTY: A four (4) hour overtime shift shall be posted every week for VIN checks, excluding holidays. The duty will be assigned by

seniority. This shift will be on a voluntary basis, and if no Officer volunteers for the shift, it will go unfilled. The shift will continue to be posted each week, even if it goes unfilled. The Officer assigned to this shift will be compensated with overtime pay or compensatory time, consistent with Article X, Section 1. The Officer will receive four (4) hours of overtime pay or six (6) hours of compensatory time for this shift. In the event of severe weather or emergency circumstances the Officer will revert to normal patrol duties, at the normal overtime rate of pay. In the event that this shift is unfilled, an on-duty Officer will be assigned to do VIN checks.

ARTICLE XI

SECTION 1. SALARIES: Salaries for the officers of the Tiverton Police Department shall be as follows:

	7/01/18 2%	7/01/19 3%	7/01/20 2%	1/1/21 2%
Captain	$1,331.63	$1,371.57	$1,399.02	$1,427.00
Uniformed Lieutenant	$1,234.97	$1,272.02	$1,297.46	$1,323.41
Detective Lieutenant	$1,234.97	$1,272.02	$1,297.46	$1,323.41
Uniformed Sergeant	$1,149.07	$1,183.54	$1.207.21	$1,231.35
Detective Sergeant	$1,149.07	$1,183.54	$1,207.21	$1,231.35
Detective	$1,111.48	$1,144.82	$1,167.72	$1,191.08
1st Class Patrolman	$1,073.89	$1,106.11	$1,128.23	$1,150.80
2nd Class Patrolman	$976.81	$1,006.12	$1,026.24	$1,046.76
Probationary Patrolman	$891.41	$918.15	$936.51	$955.24

SECTION 2. OTHER POST-EMPLOYMENT BENEFITS: Officers of the Tiverton Police Department shall contribute towards post-employment benefits. These contributions will be based on the above salaries for the following dates:

7/01/18	7/01/19	7/01/20
1.0 %	1.0%	1.0 %

These contributions will be deducted from the Officer's normal bi-weekly paycheck, by way of automatic payroll deduction

SECTION 3. COMPENSATION FOR RANK: Effective upon ratification of the July 1, 1999 to June 30, 2000 collective bargaining agreement by both parties, officers currently at a rank above patrolman or officers who receive a promotion to a higher rank, shall have the salary rate calculated as follows:

(a) Use the rate of a 1st class patrolman as the basis for calculation purposes.

(b) Pay to each officer currently at the rank of Sergeant, or to any officer who

attains said rank, a salary seven percent (7%) above the rate of pay for personnel at the 1st class patrolman.

(c) Pay to each officer currently at the rank of Lieutenant, or to any officer who attains said rank, a salary fifteen percent (15%) above the rate of pay for personnel it the 1st class patrolman.

(d) Pay to each officer currently at the rank of Captain, or to any officer who attains said rank, a salary twenty-four percent (24%) above the rate of pay for personnel at the 1st class patrolman.

(e) Notwithstanding any provisions of this agreement to the contrary, any officer transferred to the detective division on or after September 30, 2018 will be compensated at three and one-half percent (3.5%) above the rate of pay for personnel at the 1st class patrolman. Any officer that had been transferred to the Detective Division prior to September 30, 2018 will remain compensated at Seven (7%) above the rate of pay for personnel at 1st class patrolman.

SECTION 4. PRIVATE EMPLOYMENT DETAILED BY THE DEPARTMENT

The rates for private employment detailed by the Department shall be as follows:

(a) Private Details: Shall be paid at the rate of forty-five ($45.00) dollars per hour.

(b) 4- hour per diem minimum. Show-up pay: 2- hour minimum, unless 2-hour cancellation notice given. Details exceeding 8 hours shall be paid at time and one half the overtime rate of pay.

(c) Work performed on Sundays, Holidays, and including Christmas Eve and New Years Eve shall be paid at the rate of time and one half the detail rate of pay set forth in sub-section (a) above.

(d) Exempt clause: Details performed for the Town of Tiverton, Tiverton School Department, or organizations which are not for profit or support similar goals/purposes: Shall be paid at the fixed rate of thirty-three ($33.00)-dollars per hour commencing on the date of ratification of this Agreement and thirty-four ($34.00) dollars per hour commencing July 1, 2016 per hour regardless of the day on which the detail is worked and regardless of the number of hours worked during the detail.

(e) Details requiring 3 or more officers shall have an officer in charge. In the absence of rank, the most senior officer will be in charge. The officer in charge shall receive ($3.00) more per hour.

(f) Details will be worked by regular permanent police officers. If permanent officers are not available, then special police officers may be assigned. No regular

officer can remove an assigned special officer without giving 48 hours notice.

(g) All details shall be assigned by a rotating slip system. Detail slips shall indicate dates and times of availability. Slips must be turned in by 12 noon on every Friday. The detail week will start on Monday and end on Sunday. Slips in rotation shall remain in order. Once an officer has been assigned a detail his/her slip will move to the bottom of the rotation. If an officer's slip is filled out showing date(s) and time(s) of availability and the officer refuses to work a detail or late entry detail, his/her slip will be moved to the bottom of the rotation. No slip shall move from its normal rotation until the officer has been assigned a detail. Officers filling open details must use the rotating list. When the rotating list is exhausted and the detail is unfilled, officers will revert to Department seniority list. Officers that submit new or reinserting slips shall move to the bottom of the rotation list.

(h) The Town shall maintain scheduling of all details. The Town will be responsible for billing all person(s), vendors, and/or companies for any and all detail. work performed by police officers. The Town is responsible for transferring compensation to police officers having worked details. The Town shall transfer compensation to officers within twenty-one (21) days from when the detail(s) work was performed. The Town will be charged with the responsibility to make sure that any person/vendor company with a history of delinquent detail payments to the Town will be required, before hiring a detail, to place money with the Town at least equal to the detail payment. Where notified in advance by the Union, the Town agrees that it will seek pre-payment of details from the person/vendor/company identified by the Union. No member will be compensated monetarily by the Town or Union for error in rotation. If there is an error in rotation, the aggrieved officer's slip will move to the top of the rotation list, and issued the next available detail. The detail officer in charge will be responsible to submit weekly detail assignment slips to the Treasurer's Office. The list will include the officer(s) name, hours worked, name of person or company worked for and the address.

(i) Officers shall adhere to all Departmental Policies & Procedures and Rules and Regulations when working details.

(j) The Chief shall assign an officer to be in charge of scheduling details. All details to be scheduled for a week or longer, shall be billed an administrative fee of two (2) additional hours in the same manner as outlined in (a) of the above section, said hours to be paid to the detail officer in charge; provided, however, this sentence shall not apply to any casino related detail.

SECTION 5. LEAVE OF ABSENCE WITHOUT PAY: The Town Administrator may grant a Police Officer leave of absence without pay for a period not exceeding one (1) year. During this time the Officer's benefits shall continue, at the Officer's expense. Such leave of absence shall be granted only when it will not result in undue prejudice to the interest of the Town as employer beyond any benefits to be realized. No leave of absence without pay shall be granted except upon written request of the

officer and guarantees by said officer that he/she will serve the Town of Tiverton for at least on (1) year after return from such leave of absence.

Whenever granted, such leave of absence shall be approved in writing and signed by the Town Administrator, and a copy filed in the officer's personal record. Upon expiration of the regular approved leave of absence without pay, the Police Officer shall return to work in an available position in the Police Department, without loss of seniority or other benefits.

Upon expiration of the regular approved leave of absence without pay, the Police Officer shall return to work in an available position in the Police Department, without loss of seniority or other benefits.

Failure on the part of the officer on leave of absence to report promptly at the expiration of same, without good cause shown, shall be considered a resignation.

SECTION 6. MILITARY LEAVE: Any officer covered by this Agreement having permanent status who leaves his or her employment with the Employer due to enlistment or draft into the armed forces of the United States shall be granted a leave of absence without pay until the expiration of his or her initial period of such service in such armed forces.

His or her seniority will accrue under such leave as will the privileges for which he or she is entitled by virtue of seniority, provided that the officer makes application for reemployment within ninety (90) days after receiving a discharge other than dishonorable, and further, provided that the officer is physically capable of performing the work required by his or her job in a proper manner.

All benefits to which the officer was entitled at the time his/her military leave under this paragraph commenced, including unused sick leave, will be restored to him or her upon return.

Voluntary reenlistment or other voluntary continuance of service in such armed forces shall cause any such leave as indicated above to be canceled.

MILITARY TRAINING

When requested, the Town Administrator or his designee shall grant the officer leave of absence for required military training, not to exceed ten (10) working days in any calendar year.

Such officer shall receive the difference between his or her salary and his or her total compensation while on duty. This section shall not apply to any weekend training requirements officers may have.

CONTINUATION OF HEALTH AND DENTAL WHILE ON ACTIVE DUTY

In addition to the above benefits, any officer covered by this Agreement who is required, through or as a result of military call up, to report for active duty to fight overseas or support overseas troops engaged in an official military conflict (i.e. war) will have his/her health and dental insurance continued for the period of his/her active service. The officer's health and dental insurance will be continued in the same status as existed prior to the officer being called to active duty. Any premium contribution required of the officer must be made while the officer is on active duty in order for the insurance to be continued. This continuation of health and dental coverage is not available to officers who volunteer for active duty, training or reserve duty status.

SECTION 7. ACCREDITATION INCENTIVE

Upon the Chief of Police's submission of an application for accreditation of the Tiverton Police Department with RIPAC, or an equivalent state or nationally recognized law enforcement accreditation agency, the Town will provide each officer employed at the time of such application with a one-time payment of $500 in FY 2019. Thereafter, the Town and the bargaining unit members will work in good faith and use their best efforts to obtain and maintain such accreditation for the Department. In exchange for this commitment, the town will provide each member of the bargaining unit with an additional payment of $500 on July 1, 2019, and July 1, 2020: provided, however, if through no intentional act of the Town, the Tiverton Police Department's application for accreditation is denied by the accreditation agency or the Town loses accreditation, then the Town shall not be obligated to make any remaining payments set forth in this section. The parties agree that the accreditation payment provided herein shall not be pensionable.

ARTICLE XII

SECTION 1. PROBATIONARY PATROLMAN: All initial appointments as Police Officers shall be made for a probationary period; the conditions of which shall be determined; by the rules and regulations of the Tiverton Police Department.

(a) The probationary period for a patrolman shall be for a sixteen (16) month period, and shall consist of active duty on the police department, and attendance at the Municipal Police Training Academy. Upon successful completion of Probation and graduation from the Municipal Police Training Academy, a probationary patrolman shall be promoted to Second Class. The Department may, at any time during the probationary period terminate the employment of the probationary officer without said officer having recourse to the grievance or arbitration provisions of the Agreement. Further, the Department may extend the probationary period of an officer for up to six (6) months if notice is provided to the officer at least thirty (30) days prior to the extension of the probationary period. The reason(s) for the extension of the probationary period must be given to the officer, with a copy to the Union, in writing at the time notice is given and said reasons will not be arbitrary or capricious. The parties

agree that, for purposes of continued employment of a probationary officer, the Union is only allowed to grieve the extension of the probationary period and, specifically, the reasons given to extend the probationary period and said grievance will only be for the limited basis that the reason(s) given is arbitrary or capricious.

(b) An officer who fails to graduate from the Municipal Police Training Academy shall be terminated from the Police Department Employment.

(C) Any probationary patrolman who successfully completes sixteen (16) month of probation at the Tiverton Police Department without having attended the Municipal Police Training Academy shall be promoted to Second Class Patrolman subject to attending and graduating from the next available Municipal Police Training Academy session; and upon graduating from the Municipal Police Training Academy shall enjoy all benefits as a permanent police officer; but failure to graduate from the Municipal Police Training Academy shall result in immediate dismissal.

(d) A monthly evaluation report will be made in writing by the Chief of Police, on each probationary patrolman. The monthly report will be given to the Town Council - and the probationary patrolman during the first week after completion of each month probation.

(e) An officer shall remain a Second Class Patrolman for eight (8) months after the end of his probationary period and thereupon shall be promoted to First Class Patrolman; provided however, that if applicable, attendance at the next available session of the Municipal Police Training Academy and graduation from the same, shall be required as hereinbefore set forth.

ARTICLE XIII

SECTION 1. 20 YEARS RETIREMENT PLAN: Effective July 1, 2000, the Town of Tiverton shall provide retirement benefits and income plan relating to the permanent regular police officers of the Town of Tiverton, which retirement and income plan provides for eligibility for retirement after the completion of twenty (20) years of continuous service, or the fifty-fifth (55th) birthday, whichever happens first

The annual amount of retirement income shall be equal to two and one-half percent (2-1/2%) of the final average annual earnings times the first twenty (20) years of service plus two percent (2%) of the final average earning for each year of service in excess of twenty (20) years. The maximum benefit shall not exceed seventy-five (75%) percent of the final average salary.

(a) The term "Final Annual Earnings" in Article XIII, Section 1., shall be defined as the average of the highest three (3) consecutive base annual earnings, including longevity and incentive earnings, in a ten (10) year period prior to retirement or termination of employment.

The total cost of holiday pay will be added to the Officer's retirement earnings, once the actuarial estimate for the I.B.P.O. Local 406 reaches sixty percent (60%), after the date of ratifications. If this actuarial estimate falls below (60%) at any time after this, the Officers will continue to receive the holiday pay added to their retirement earnings.

(b) Any permanent regular police officer who wishes to do so may purchase up to four (4) years of active military he or she previously served. The cost to the employee will be ten percent (10%) of the first year's earnings as an employee of the Tiverton Police Department; for each year of military service to be purchased. Said four (4) years shall be counted for the purpose of pension benefits only.

(c) If an employee terminates employment before completing ten (10) years of service, he or she will receive a refund of his/her contributions with no interest. If the employee terminates after completing ten (10) years of service, he or she will be one hundred percent (100%) vested in his/her accrued retirement benefits and will receive a monthly benefit as of his/her normal retirement date.

(d) Monthly benefits shall be paid to the spouse of an employee who dies prior to retirement. The benefit shall be equal to forty (40%) percent of final compensations.

(e) Each employee shall receive a fifty thousand dollar ($50,000) term life insurance policy. For the duration of the Officer's employment, the Town shall pay all premiums and any additional expenses for the policy. Upon retirement from the Tiverton Police Department, the Officer shall have the option to keep the plan, at his/her own expense.

(f) The yearly benefit paid to employees who become totally and permanently disabled from any cause after the completion of seven (7) years of service shall be equal to fifty (50%) percent of the final compensation. If the disability is due to occupational caused, regardless of age or length of service, the member will be entitled to sixty-six and two thirds (66 2/3%) percent of his final earnings including all retirement benefits.

(g) All current regular police officers and future retirees who have retired after July 1, 1985 shall receive an increase in their pension payment amounting to one percent (1%) of the annual salary from the position from which he retired. Said salary is determined at the beginning of each fiscal year.

(h) Commencing July 1,1988, all regular, police officers who have retired after July 1, 1985 on a total and permanent disability shall receive an annual increase in his pension payment, compounded annually, at the rate of three (3%) percent per annum.

At the employer request, the disability retiree shall under go an annual physical examination by a physician, chosen by the Town and at the Town's expense. In the event that it is determined that the disabled retiree is no longer totally and permanently

disabled then during the years that the retiree is not totally and permanently disabled the aforesaid three (3%) percent annual increase shall be suspended, provided, however, the retiree shall have the right to grieve any adverse decision under the grievance procedure set forth in this agreement.

(i) The President of the I.B.P.O. Local #406 shall annually delegate a pension plan delegate to receive and request pension plan information, computations, and costs. The Trustees shall notify the pension consultants of this appointment. The delegate shall supply Trustees with copies of all data requested and received from the pension consultant.

(j) The following above twenty (20) year retirement plan shall apply to the following Officers:

1. Joseph Wieszbicki
2. Patrick Jones
3. Timothy Panell
4. William Munroe
5. James Costa
6. Louis Farias
7. Scott Beaulieu
8. Michael Carr
9. Michael Miguel
10. Kenneth Cabral
11. Daniel Raymond
12. Sean Frodyma
13. Liam Black
14. Michael Barboza
15. James McGuinness-Rossi
16. Brendan McKinnon
17. Daniel Martin
18. Vincent Palumbo
19. Adam Brillon
20. Jonathan Cunningham
21. Bryan Palagi

SECTION 2. 25 YEARS RETIREMENT PLAN:

For all Officers hired after July 01, 2012: The Town of Tiverton shall provide retirement benefits and income plan relating to the permanent regular police officers of the Town of Tiverton, which retirement and income plan provides for eligibility for retirement after the completion of twenty-five (25) years of continuous service, or the fifty-fifth (55th) birthday, whichever happens first.

The annual amount of retirement income shall be equal to two percent (2%) of the final average annual earnings times the first twenty-five (25) years of service plus two percent (2%) of the final average earning for each year of service in excess of twenty-five (25) years. The maximum benefit shall not exceed seventy-five (75%) percent of the final average salary.

(a) The term "Final Annual Earnings" in Article XIII, Section 1., shall be defined as the average of the highest three (3) consecutive base annual earnings, including longevity and incentive earnings, in a ten (10) year period prior to retirement or termination of employment.

The total cost of holiday pay will be added to the Officer's retirement earnings,

once the actuarial estimate for the I.B.P.O. Local 406 reaches sixty percent (60%), after the date of ratifications. If this actuarial estimate falls below (60%) at any time after this, the Officers will continue to receive the holiday pay added to their retirement earnings.

(b) Any permanent regular police officer who wishes to do so may purchase up to four (4) years of active military he or she previously served. The cost to the employee will be ten percent (10%) of the first year's earnings as an employee of the Tiverton Police Department; for each year of military service to be purchased. Said four (4) years shall be counted for the purpose of pension benefits only.

(c) If an employee terminates employment before completing ten (10) years of service, he or she will receive a refund of his/her contributions with no interest. If the employee terminates after completing ten (10) years of service, he or she will be one hundred percent (100%) vested in his/her accrued retirement benefits and will receive a monthly benefit as of his/her normal retirement date.

(d) Monthly benefits shall be paid to the spouse of an employee who dies prior to retirement. The benefit shall be equal to forty (40%) percent of final compensations.

(e) Each employee shall receive a fifty thousand dollar ($50,000) term life insurance policy. For the duration of the Officer's employment, the Town shall pay all premiums and any additional expenses for the policy. Upon termination from the Tiverton Police Department, the Officer shall have the option to keep the plan, at his/her own expense.

(f) The yearly benefit paid to employees who become totally and permanently disabled from any cause after the completion of seven (7) years of service shall be equal to fifty (50%) percent of the final compensation. If the disability is due to occupational caused, regardless of age or length of service, the member will be entitled to sixty-six and two thirds (66 2/3%) percent of his final earnings including all retirement benefits.

(g) All current regular police officers and future retirees who have retired after July 1, 1985 shall receive an increase in their pension payment amounting to one percent (1%) of the annual salary from the position from which he retired. Said salary is determined at the beginning of each fiscal year.

(h) Commencing July 1,1988, all regular, police officers who have retired after July 1, 1985 on a total and permanent disability shall receive an annual increase in his pension payment, compounded annually, at the rate of three (3%) percent per annum.

At the employer request, the disability retiree shall under go an annual physical examination by a physician, chosen by the Town and at the Town's expense. In the event that it is determined that the disabled retiree is no longer totally and permanently disabled then during the years that the retiree is not totally and permanently disabled

the aforesaid three (3%) percent annual increase shall be suspended, provided, however, the retiree shall have the right to grieve any adverse decision under the grievance procedure set forth in this agreement.

(i) The President of the I.B.P.O. Local #406 shall annually delegate a pension plan delegate to receive and request pension plan information, computations, and costs. The Trustees shall notify the pension consultants of this appointment. The delegate shall supply Trustees with copies of all data requested and received from the pension consultant.

SECTION 3. COST OF RETIREMENT: The cost of retirement income shall be funded by contributions of ten (10%) percent of the gross base annual earnings of each officer.

(a) In the event, the Town's percentage contributions of seventeen and one quarter (17.25%) percent of the gross base annual earnings of each officer to the retirement fund is reduced, said officer's percentage of contribution and the Town's percentage of contribution equally.

In the event that the officer's contribution is reduced to eight (8%) percent it shall not be further reduced and any further reduction in the percentage contribution of the Town shall be applied entirely to the Town's percentage of contribution. The Provisions of this clause shall commence with any reduction of the Town's percentage of contributions for fiscal year 1983 - 1984 and each year after.

SECTION 4. 1ST YEAR BUY BACK: The following sections determine the buy back procedure for officers of the Tiverton Police Department.

(a) When a police officer hired before July 1, 1988 has completed his probationary time, he/she will have the opportunity to purchase his probationary time at ten (10%) percent of his/her first year's base annual earnings at any time prior to retirement.

(b) For probationary patrolman hired on or after July 1, 1988, the Town will withhold ten (10%) percent of his or her pay. if said individual is made a permanent police officer the retained funds will be paid into the pension. If said individual's employment is terminated after his or her probationary period, the town will return the retained funds to the individual upon termination.

ARTICLE XIV

SECTION 1. GRIEVANCE PROCEDURE: Alleged grievances of members of the Tiverton Police Department in respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement and which arise under the Agreement, or in connection with the interpretation thereof, or which arise under the rules and regulations of the Department, shall be handled in accordance with

the following procedure which is not in conflict with the "Law Enforcement Officers Bill of Rights".

SECTION 2. GRIEVANCE PROCEDURE STEPS: All grievances shall be processed as follows;

STEP 1: Any and all grievances filed by an officer shall be submitted to the Executive Board of I.B.P.O. Local #406 for review within 7 working days from the date when said grievant knew or should have known about the action. The Executive Board shall review said grievance for its validity to determine if same should be forwarded to the next step.

STEP 2: Any grievance submitted by an individual to the I.B.P.O. which is found valid, shall be forwarded to the Chief of Police in writing within fifteen (15) working days from the date on which the aggrieved officer or the 1.B.P.O. knew or should have known of the action or event giving rise to such grievance.

The grievance shall include a summary of the facts upon which it is based and shall specify the specific provisions alleged to have been violated or the specific provision or provisions in dispute. Thereafter, the Chief of Police or his/her designee shall schedule a meeting for discussion of the grievance, which may be attended by the grievant and a representative(s) of the I.B.P.O.

Such meeting shall be held within five (5) working days after the receipt of the grievance by the Chief of Police. Within seven (7) working days following the conclusion of the meeting, the Chief of Police shall render a decision in writing, and in the event such decision is not issued within that period, the grievance may be submitted to Step 3.

STEP 3: If the grievance is not resolved at Step 1, or if the Chief of Police does not render a decision within the time period set forth herein, the grievance may, within fifteen (15) working days subsequent to the date on which the Chief of Police or his/her designee issues a decision or should have issued a decision, be presented to the Town Administrator, together with any pertinent correspondence and documents.

The Town Administrator shall schedule a meeting for discussion of the grievance with the grievant and representative (s) of the I.B.P.O., which shall be conducted within seven (7) working days following receipt of the grievance by the Town Administrator. The Town Administrator shall be assisted at this meeting by the Chief of Police, Town Solicitor, or any others determined necessary by the Town Administrator. The Town Administrator shall issue a decision in writing not more than ten (10) working days following the conclusion of the meeting. If the Town Administrator does not issue a decision within this period of time, the grievance may be submitted to arbitration by the I.B.P.O. under Step 3.

STEP 4: If the grievance is not resolved at Step 3, or if the Town Administrator's decision is not issued within the time period set forth in Step 3, the I.B.P.O. may refer

the matter to arbitration under the voluntary labor tribunal rules of the American Arbitration Association, which shall administer the arbitration proceeding. No grievance may be submitted to arbitration later than fourteen (14) working days following the issuance of a decision by the Town Administrator.

The decision and award of the arbitrator shall be final and binding upon the parties. However, the arbitrator shall have no authority to add to, detract from, modify, or, disregard any of the provision of this agreement. The expense of such arbitration shall be borne equally by the parties, but each party shall be responsible for the costs incurred by them in the presentation of their cases in arbitration. The time limits set forth in this Article are mandatory and the failure of the grievant or his/her representative to comply therewith shall mean that the grievance no longer exists.

(a) In steps 1 thru 4 of this section, working days shall mean Monday through Friday, excluding holidays.

ARTICLE XV

SECTION 1. I.B.P.O. MEETINGS: No police officer of the Tiverton Police Department may be compelled to testify to any conversation or activity taking place during the meetings of the International Brotherhood of Police Officers, Local #406.

ARTICLE XVI

SECTION 1. I.B.P.O. NEGOTIATIONS AND MEETINGS: All officers of the Town of Tiverton Police Department who are officers of the international Brotherhood of Police Officers, Local #406, or who have been appointed as members of the collective bargaining negotiation committee of said Local (but not to exceed three (3) in number) shall be allowed time off, with pay, for attendance upon official Local business in negotiations, and/or conferences with the Town of Tiverton, without the requirement of making up such time; provided, however, that nothing herein recited shall be construed as limiting said collective bargaining negotiating committee to three (3) members.

Any officer of the International Brotherhood of Police Officers, Local #406, shall be allowed to attend monthly meetings of the International Brotherhood of Police Officers. Local #406. Should monthly meetings occur at such a time when such officer shall be on duty, such attendance shall be without loss of pay, and without the requirement to make up such time, provided that there shall not be more than one (1) officer per shift.

SECTION 2. I.B.P.O. STATE MEETINGS: An official delegate of the International Brotherhood of Police Officers, Local #406 shall with prior approval from the Chief of Police, be allowed two days off to attend the International Brotherhood of Police Officers State Convention, and four (4) hours off to attend State Police International Brotherhood of Police Officers meetings per month without loss of pay. Request for such leave shall be submitted in writing to Chief of Police at least two (2) weeks in advance of such

meeting. At no time will there be two (2) Police Officers off from the same shift.

ARTICLE XVII

SECTION 1. PERSONAL TIME OFF: At the discretion of the Chief of Police, or his designee, a police officer of the Town of Tiverton may be entitled to minimum of one (1) hour and a maximum of eight hours, as time off during any working day with a total accumulation not to exceed twenty-four (24) hours in any fiscal year, without loss of pay, and without the requirement to make up such time off.

ARTICLE XVIII

SECTION 1. NON-REQUIRED DUTIES: No police officer of the Tiverton Police Department of the Town of Tiverton shall be compelled to perform any of the following:

(a) Washing or cleaning a police cruiser, marked or unmarked.

(b) Servicing any police vehicle other than the one the officer operates.

(c) Washing or cleaning any building, police station or garage of the Town of Tiverton.

(d) Parade or attend any civic function without pay.

ARTICLE XIX

SECTION 1. EDUCATION: The parties hereto adopt the provisions of Title 42, Section 28.1 of the General Laws of the State of Rhode Island 1956, as amended

SECTION 2. EDUCATION INCENTIVE: Effective upon ratification of the June 30, 1999 to July 1, 2000 collective bargaining agreement by both parties, there will be established a Town funded educational pay plan for all members.

All IBPO Local 406 employees who have earned, or will earn in the future, a degree from an accredited educational institution in the area of "Criminal Justice' or law enforcement shall be entitled to receive, in addition to other compensation under their Agreement, an annual payment according to the following schedule:

Associate Degree	$1 ,000. per fiscal year
Baccalaureate Degree	$1,750. per fiscal year
Masters/Doctorate Degree	$2,500 per fiscal year

In addition, all IBPO Local 406 employees who have earned, or will earn in the future, a degree from an accredited educational institution in an area other than "Criminal

Justice" or law enforcement shall be entitled to receive, in addition to other compensation under this Agreement, an annual payment according to the following schedule:

	Other Than Criminal Justice/ Law Enforcement Degree
Associate Degree	$500. per fiscal year
Baccalaureate Degree	$1 ,000. per fiscal year
Masters/Doctorate Degree	$2,000 per fiscal year

Payments under this incentive will be made bi-weekly. Payments under this incentive shall not be considered as compensation for pension purposes. The above payments will not be used in calculating payment for any time off benefits (i.e. vacation, sick, personal, etc.) or in calculating wages due for vacation or sick leave buy back at the time of termination or retirement.

SECTION 3. REPAYMENT OF EDUCATION EXPENSES

The Town and the Union hereby agree that any employee receiving reimbursement for eligible educational expenses pursuant to R.I. General Law Section 42-28.1-1, as amended, shall be required to pay to the Town an amount equivalent to such reimbursement, or percentage thereof, in the event that the employee voluntarily leaves employment with the Town (other than for retirement) within a specific time period after receiving such reimbursement according to the following schedule:

Repayment	Time Period after receipt of Reimbursement
100%	Within 2 Years
75%	Between 2 and 3 years
50%	Between 3 and 4 years
25%	Between 4 and 5 years

The Union and Town agree that employees receiving such reimbursement shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon voluntary separation for other than retirement. The parties agree that such individual authorizations shall be binding upon the employee and enforceable through the grievance and arbitration mechanism of this Agreement or a court of competent jurisdiction.

ARTICLE XX

SECTION 1. TRAINING: At the discretion of the Chief of Police there will be an appointed Coordinator to conduct Departmental Training. Effective 7/1/01 the Chief of Police or his designee will schedule training sessions for officers of the department. The training sessions will be three (3) hours in duration. There is no restriction placed upon the Chief as to the number of sessions scheduled; however, the frequency shall not be less than six (6) three-hour sessions per fiscal year. Officers will be required to participate in no less than five (5) three hour sessions per fiscal year and those on time or days off shall be compensated at straight time pay.

An on duty officer may attend training for up to three (3) hours conducted within the Town without the Town being in violation notwithstanding the requirement listed of said Article IV Section 1 (a), provided at least two (2) other officers are on patrol during the above training time.

SECTION 2. K-9 UNIT: The K-9 officer shall be appointed at the discretion of the Chief of Police. The officer shall adhere to the provisions as set forth in the policy and procedures manual governing the department. The Chief of Police will determine when and if the position is filled.

SECTION 3. DETECTIVE DIVISION: Effective upon ratification of this agreement by both parties the Detective Division shall consist of at least one (1) Detective Lieutenant , at least one (1) Detective Sergeant, and at least one (1) Detective. The Detective assigned to the division prior to September 30, 2018 will be compensated at the Sergeant rate of pay while working within the Detective Division. Any officer transferred to the Division after September 30, 2018 will be compensated at (3.5%) above the 1st class Patrolman rate of pay. It is understood that the detective receiving the Sergeant rate of pay while in the Division does not constitute Sergeant status. The Detective position shall be filled for not less than three months. The Chief of Police will select an officer of the Department with at least one-year of service. All transfers into and out of the Detective Division are at the discretion of the Chief of Police. At the discretion of the Chief of Police, additional Detective positions as outlined above may be created.

Officers assigned to the Detective Division will not be subject to order back for any uniform patrol shifts or functions, except for emergency situations (as determined by the Chief of Police). Officers assigned to the Detective Division will also be removed from the seniority rotation for any uniformed overtime. If no uniformed patrol officer takes the overtime shift, it will then be offered to officers assigned to the detective division in order of seniority within the Division prior to a uniformed officer being ordered back. Notwithstanding the foregoing, officers assigned to the Detective Division will still hold their seniority within the police Department for the purpose of working any Twin River Casino Details.

SECTION 4. BICYCLE PATROL: At the discretion of the Chief of Police or his appointed designee a Bicycle Patrol may be staffed.

SECTION 5. DARE: At the discretion of the Chief of Police or his appointed designee a DARE officer maybe appointed.

ARTICLE XXI

SECTION 1. LIABILITY INSURANCE: The Town of Tiverton shall pay all cost and expenses of liability insurance for each police officer of the Town of Tiverton Police Department. The insurance coverage shall protect the police officer against liability which may be incurred as a result of any acts such Police Officer which were within the scope of his/her duties.

ARTICLE XXII

SECTION 1. PAY PERIODS: Beginning with the effective date of this contract, the police officers of the Town of Tiverton Police Department shall be paid their regular pay every second (2nd) Thursday.

ARTICLE XXIII

SECTION 1. LONGEVITY: Each regular member of the Tiverton Police Department covered by this Agreement shall be entitled to longevity payments during the month of July. Longevity payments shall be paid to all permanent police officers that will attain the proper years of service during the year. Longevity payments shall be as follows:

COMMENCING June 30, 2008

5 years to 10 years	- 4.5% of annual base salary
10 years to 15 years	- 5.5% of annual base salary
15 years to 20 years	- 6.5% of annual base salary
20 years to retirement	- 7.5% of annual base salary

(a) Years of service will be determined by the anniversary date of hire. If the anniversary date is within the fiscal year which a higher percentage applies, then the higher percentage will be paid.

(b) Each member hired after the ratification of this contract will receive his/her yearly longevity payment on their hiring anniversary date.

ARTICLE XXIV

SECTION 1. TERM OF AGREEMENT: This contract is a three (3) year contract commencing July 1, 2018 to remain in full force and effect through June 30, 2021. In the event any portion of this contract is determined by a court of competent jurisdiction to be invalid, the remaining portions of the contract shall remain in full force and effect:

IN WITNESS WHEREOF, the parties do here unto set their hands and seals as follows:

Said Town of Tiverton has caused this instrument to be executed and its corporate seal to be affixed thereto by the Town Council President there unto duty authorized by the Town Council of said Town of Tiverton as of the day and year first above written. And said International Brotherhood of Police Officers, Local #406, of the Tiverton Police Department has caused this instrument to be signed by its President, thereunto duly authorized as of the day and year first written above.

For
TOWN OF TIVERTON
Town Administrator

DATE 5/20/19

Mary Lou Sullivan
WITNESS

For
I.B.P.O.
President, Local #406

DATE 5/20/19

Mary Lou Sullivan
WITNESS

APPENDIX A

Summary of Health Benefits

Understanding Your Benefits

- ***Deductibles***

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

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

- ***Out-of-pocket Limits***

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

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

Please note:

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

What's Covered	What You Pay
Preventive Care ▪ Adult preventive care ▪ Child preventive care ▪ Immunizations	0% in network 40% per visit after deductible out of network
Primary Care Office Visits ▪ Adult primary care ▪ Adult gynecological exam ▪ Pediatric primary care	0% per visit after deductible in network 40% per visit after deductible out of network
Specialist Office Visits ▪ Specialty care ▪ Chiropractic (limit 12 visits per year) ▪ Routine eye exam (limit 1 visit per year)	0% per visit after deductible in network 40% per visit after deductible out of network
Outpatient Services ▪ Medical/surgical care ▪ Diagnostic lab, X-ray and imaging ▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	0% per visit after deductible in network 40% per visit after deductible out of network
Inpatient Services ▪ Acute care ▪ Maternity ▪ Mental health ▪ Chemical dependency ▪ Rehabilitation (limit 45 days per year)	0% per visit after deductible in network 40% per visit after deductible out of network
Emergency Services ▪ Hospital emergency care	0% per visit after deductible in network 0% per visit after deductible out of network
Ambulance	0% per occurence after deductible in network 0% per occurence after deductible out of network

continued

What's Covered	What You Pay
Urgent Care Center	0% per visit after deductible in network 0% per visit after deductible out of network
Durable Medical Equipment	0% per occurence after deductible in network 40% per occurence after deductible out of network
Physical/Occupational Therapy (limit 30 visits per year) ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	0% per visit after deductible in network 40% per visit after deductible out of network
Prescription Drugs	0% after deductible

Deductible/Maximum Out-of-Pocket Expense

Deductible; Maximum Out-of-Pocket Expense	*Network Providers* You Pay	*Non-network Providers* You Pay
Deductible -The amount you must pay each *plan year* before we begin to pay for certain *covered healthcare services*. See Glossary section for further details. The *deductible* applies to *network* and *non-network* services separately. Services that apply the *deductible* are indicated as "After *Deductible*" in the Summary of Medical Benefits.		
Deductible for an Individual Plan:	$2,000	$4,000
Deductible for a Family Plan: The Family plan *deductible* is met by adding the amount of *covered healthcare* expenses applied to the *deductible* for all family *members*.	$4,000	$8,000
Maximum Out-of-Pocket Expense - The total combined amount of your *deductible* and *copayments* you must pay each *plan year* for certain *covered healthcare services*. See Glossary section for further details. The *maximum out-of-pocket expense* limit accumulates separately for *network* and *non-network* services. The *deductible* and *copayments* (including office visits *copayments)* apply to the *maximum out-of-pocket expense*.		
Maximum Out-of-Pocket Expense for an Individual Plan:	$2,000	$12,000
Maximum Out-of-Pocket Expense for a Family Plan: The family *maximum out-of-pocket expense* limit is met by adding the amount of *covered healthcare expenses* applied to the *maximum out-of-pocket expense* limit for all family *members*.	$4,000	$24,000

SUMMARY OF MEDICAL BENEFITS

This is a summary of *your* medical *benefits* under this *plan*. It includes information about *copayments*, *deductibles*, and *benefit limits*. This summary is intended to give you a general understanding of the medical coverage available under this *plan*. Please read Section 3.0 for a detailed description of coverage for each *covered healthcare service* and Section 4.0 for exclusions.

The amount you pay for *covered healthcare services* can differ based on the following:

- the service was provided in an *inpatient* or *outpatient* setting, in a *physician's* office, in *your* home;
- the healthcare *provider* is from a *network provider* or *non-network provider*;
- the *deductible* (if any), *copayment*, or *benefit limits* applied;
- you reached *your plan year maximum out-of-pocket expense*;
- there are exclusions from coverage that apply; or
- our *allowance* for a *covered healthcare service* is less than the amount of *your copayment* and *deductible* (if any). In this case, you will be responsible to pay up to our *allowance* when services are rendered by a *network provider*.

All of our payments at the *benefit* levels noted below are based upon a fee schedule called our *allowance*.

Network Provider Services

If you receive *covered healthcare services* from a *network provider*, the *provider* has agreed to accept our *allowance* as payment in full for *covered healthcare services*, excluding *your copayments*, *deductible* (if any), and the difference between the *benefit limit* and our *allowance*, if any.

Non-network Provider Services

If you receive *covered healthcare services* from a *non-network provider*, you will be responsible for the *provider's charge*. You will be reimbursed based on the lesser of our *allowance*, the *non-network provider's charge*, or the *benefit limit*, less any *copayments* and *deductibles*. The *deductible* and *maximum out-of-pocket expenses* are calculated based on the lower of our *allowance* or the *provider's charge*, unless otherwise specifically stated.

Summary of Medical Benefits

Covered Benefits - See Covered Healthcare Services for additional benefit limits and details.	*Network Providers*	*Non-network Providers*
(*) Preauthorization may be required for this service. Please see Preauthorization in Section 5 for more information.	**You Pay**	**You Pay**
Ambulance Services		
Ground	0% - After *deductible*	The level of coverage is the same as *network provider*.
Air/water*	0% - After *deductible*	The level of coverage is the same as *network provider*.
Autism Services		
Applied behavioral analysis*	0% - After *deductible*	40% - After *deductible*
Physical/Occupational/Speech Therapy Services - Autism Diagnosis - *Outpatient Hospital*	0% - After *deductible*	40% - After *deductible*
Physical/Occupational/Speech Therapy Services - Autism Diagnosis - In a *provider's* office	0% - After *deductible*	40% - After *deductible*
Behavioral Health Services – Mental Health and Substance Use Disorder		
*Inpatient** - Unlimited days at a general *hospital* or a specialty *hospital* including detoxification or residential/rehabilitation per *plan year*.	0% - After *deductible*	40% - After *deductible*
Outpatient or intermediate care services* - See Covered Healthcare Services: Behavioral Health Section for details about partial hospital program, intensive outpatient program, adult intensive services, and child and family intensive treatment.	0% - After *deductible*	40% - After *deductible*
Office visits - See Office Visits section below for Behavioral Health services provided by a *PCP* or specialist.		
Psychological testing	0% - After *deductible*	40% - After *deductible*
Methadone maintenance treatment	0% - After *deductible*	40% - After *deductible*
Cardiac Rehabilitation		
Outpatient - *Benefit* is limited to 18 weeks or 36 visits (whichever occurs first) per covered episode.	0% - After *deductible*	40% - After *deductible*
Chiropractic Services		
In a *physician's* office - limited to 12 visits per *plan year*.	0% - After *deductible*	40% - After *deductible*
Dental Services - Accidental Injury (Emergency)		
Emergency room - When services are due to accidental injury to *sound natural teeth*.	0% - After *deductible*	The level of coverage is the same as *network provider*.
In a *physician's/dentist's* office - When services are due to accidental injury to *sound natural teeth*.	0% - After *deductible*	40% - After *deductible*
Dental Services - Outpatient		
Services connected to dental care when performed in an *outpatient* facility *	0% - After *deductible*	40% - After *deductible*
Dialysis Services		
Inpatient/outpatient/In your home	0% - After *deductible*	40% - After *deductible*
Durable Medical Equipment (DME), Medical Supplies, Diabetic Supplies, Prosthetic Devices, and Enteral Formula or Food, Hair Prosthetics		
Outpatient durable medical equipment* - Must be provided by a licensed medical supply provider.	0% - After *deductible*	40% - After *deductible*
Outpatient medical supplies* - Must be provided by a licensed medical supply provider.	0% - After *deductible*	40% - After *deductible*
Outpatient diabetic supplies/equipment purchased at licensed medical supply *provider* (other than a *pharmacy*).	0% - After *deductible*	40% - After *deductible*
Outpatient prosthesis* - Must be provided by a licensed medical supply provider.	0% - After *deductible*	40% - After *deductible*
Enteral formula delivered through a feeding tube. Must be sole source of nutrition.	0% - After *deductible*	40% - After *deductible*

Covered Benefits - See Covered Healthcare Services for additional benefit limits and details.	***Network Providers***	***Non-network Providers***
(*) Preauthorization may be required for this service. Please see Preauthorization in Section 5 for more information.	**You Pay**	**You Pay**
Enteral formula or food taken orally *	0% - After *deductible*	The level of coverage is the same as *network provider.*
Hair prosthesis (wigs) - The *benefit limit* is $350 per hair prosthesis (wig) when worn for hair loss suffered as a result of cancer treatment.	0% - After *deductible*	The level of coverage is the same as *network provider.*
Early Intervention Services (EIS)		
Coverage provided for *members* from birth to 36 months. The *provider* must be certified as an EIS *provider* by the Rhode Island Department of Human Services.	0% - After *deductible*	The level of coverage is the same as *network provider.*
Education - Asthma		
Asthma management	0% - After *deductible*	40% - After *deductible*
Emergency Room Services		
Hospital emergency room	0% - After *deductible*	The level of coverage is the same as *network provider.*
Experimental and Investigational Services		
Coverage varies based on type of service.		
Hearing Services		
Hearing exam	0% - After *deductible*	40% - After *deductible*
Hearing diagnostic testing	0% - After *deductible*	40% - After *deductible*
Hearing aids - The *benefit limit* is $1,500 per hearing aid for a *member* under 19; the *benefit limit* is $700 per hearing aid for a *member* 19 and older.	0% - After *deductible*	The level of coverage is the same as *network provider.*
Home Health Care*		
Intermittent skilled services when billed by a home health care agency.	0% - After *deductible*	40% - After *deductible*
Hospice Care		
Inpatient/in your home. When provided by an approved hospice care program.	0% - After *deductible*	40% - After *deductible*
Human Leukocyte Antigen Testing		
Human leukocyte antigen testing	0% - After *deductible*	40% - After *deductible*
Infertility Services		
Inpatient/outpatient/in a *physician's* office. Three (3) infertility treatment cycles will be covered per *plan year* with a total of eight (8) infertility treatment cycles covered in a *member's* lifetime.	0% - After *deductible*	40% - After *deductible*
Infusion Therapy - Administration Services		
Outpatient - hospital	0% - After *deductible*	40% - After *deductible*
In the *physician's* office/in your home	0% - After *deductible*	40% - After *deductible*
Inpatient Services		
General hospital or *specialty hospital* services* - unlimited days	0% - After *deductible*	40% - After *deductible*
Rehabilitation facility services* - limited to 45 days per *plan year.*	0% - After *deductible*	40% - After *deductible*
Physician hospital visits	0% - After *deductible*	40% - After *deductible*
Office Visits - (Other than Preventive Care Services. See Prevention and Early Detection Services for coverage of annual preventive office visits.)		
Allergy injections - applies to injection only, including administration.	0% - After *deductible*	40% - After *deductible*
Hospital based clinic visits	0% - After *deductible*	40% - After *deductible*
PCP visits - including behavioral health. Visits include *PCP* office visits and *PCP* house calls and pediatric clinic visits.	0% - After *deductible*	40% - After *deductible*
Retail clinics	0% - After *deductible*	40% - After *deductible*

Covered Benefits - See Covered Healthcare Services for additional benefit limits and details.	*Network Providers*	*Non-network Providers*
(*) Preauthorization may be required for this service. Please see Preauthorization in Section 5 for more information.	You Pay	You Pay
Specialists - office visits and house calls rendered by a specialist. Specialist includes but is not limited to behavioral health, allergists, dermatologists and podiatrists.	0% - After *deductible*	40% - After *deductible*
Organ Transplants		
Organ transplant services	0% - After *deductible*	40% - After *deductible*
Physical/Occupational Therapy		
Outpatient hospital/in a *physician's*/therapist's office. Limited to 30 physical therapy visits and 30 occupational therapy visits per *plan year*.	0% - After *deductible*	40% - After *deductible*
Pregnancy and Maternity Services		
Pre-natal, delivery, and postpartum services.	0% - After *deductible*	40% - After *deductible*
Prescription Drugs and Diabetic Equipment and Supplies		
Prescription drugs and diabetic equipment and supplies dispensed at a pharmacy.	Not Covered See your Employer's Prescription Drug Plan.	Not Covered See your Employer's Prescription Drug Plan.
Prescription drugs dispensed and administered by a licensed health care *provider* (other than a pharmacist), and not purchased from a retail, specialty or mail order *pharmacy*:		
Injectable drugs*	0% - After *deductible*	40% - After *deductible*
Infused drugs*	0% - After *deductible*	40% - After *deductible*
Medications other than injected and infused drugs*	Are included in the allowance for the medical service being rendered.	Are included in the allowance for the medical service being rendered.
Prevention Care Services and Early Detection Services		
See Prevention and Early Detection Services section for details.	0%	40% - After deductible
Private Duty Nursing Services*		
Must be performed by a certified home health care agency.	0% - After *deductible*	40% - After *deductible*
Radiation Therapy/Chemotherapy Services		
Outpatient	0% - After *deductible*	40% - After *deductible*
In a *physician's* office	0% - After *deductible*	40% - After *deductible*
Respiratory Therapy		
Inpatient	0% - After *deductible*	40% - After *deductible*
Outpatient	0% - After *deductible*	40% - After *deductible*
Skilled Care in a Nursing Facility*		
Skilled or sub-acute care	0% - After *deductible*	40% - After *deductible*
Speech Therapy		
Outpatient hospital/in a *physician's*/therapist's office. Limited to 30 speech therapy visits per *plan year*.	0% - After *deductible*	40% - After *deductible*
Surgery Services		
Inpatient physician services	0% - After *deductible*	40% - After *deductible*
Outpatient physician services	0% - After *deductible*	40% - After *deductible*
In a *physician's* office	0% - After *deductible*	40% - After *deductible*
Telemedicine Services		
When rendered by a designated *provider*.	0% - After *deductible*	Not Covered
When rendered by a *network provider*.	0% - After *deductible*	Not Covered
Tests, Labs, Imaging and X-rays - Diagnostic		
Outpatient, in a *physician's* office, *urgent care center* or free-standing laboratory:		
MRI*, MRA*, CAT scans*, CTA scans*, PET scans*, and nuclear medicine*.	0% - After *deductible*	40% - After *deductible*
Sleep studies.*	0% - After *deductible*	40% - After *deductible*
Diagnostic imaging and tests, other than the diagnostic imaging services listed above.	0% - After *deductible*	40% - After *deductible*

Covered Benefits - See Covered Healthcare Services for additional benefit limits and details.	***Network Providers***	***Non-network Providers***
(*) Preauthorization may be required for this service. Please see Preauthorization in Section 5 for more information.	**You Pay**	**You Pay**
Lab and pathology services.	0% - After *deductible*	40% - After *deductible*
Diagnostic colorectal services - (Including, but not limited to, fecal occult blood testing, flexible sigmoidoscopy, colonoscopy, and barium enema. See Prevention and Early Detection Services for preventive colorectal services.)	0% - After *deductible*	40% - After *deductible*
Lyme disease diagnosis and treatment	0% - After *deductible*	40% - After *deductible*
Urgent Care		
Urgent care services	0% - After *deductible*	The level of coverage is the same as *network provider*.
Vision Care Services		
Vision exam - one routine eye exam per *member* per *plan year*.	0% - After *deductible*	40% - After *deductible*
Non-routine eye exam	0% - After *deductible*	40% - After *deductible*

SECTION 3: COVERED HEALTHCARE SERVICES

This section describes *covered healthcare services*. This *plan* covers services only if they meet all of the following requirements:

- Listed as a *covered healthcare service* in this section. The fact that a *provider* has prescribed or recommended a service, or that it is the only available treatment for an illness or injury does not mean it is a *covered healthcare service* under this *plan*.
- *Medically necessary*, consistent with our medical policies and related guidelines at the time the services are provided.
- Not listed in Exclusions Section.
- Received while a *member* is enrolled in the *plan*.
- Consistent with applicable state or federal law.

We review *medical necessity* in accordance with our medical policies and related guidelines. Our medical policies can be found on our website.

Our medical policies are written to help administer *benefits* for the purpose of *claims* payment. They are made available to you for informational purposes and are subject to change. Medical policies are not meant to be used as a guide for *your* medical treatment. Your medical treatment remains a decision made by you with *your physician*. If you have questions about our medical policies, please call Customer Service.

When a *new service* or drug becomes available, when possible, we will review it within six (6) months of one of the events described below to determine whether the *new service* or drug will be covered:

- the assignment of an American Medical Association (AMA) Current Procedural Terminology (CPT) code in the annual CPT publication;
- final Food and Drug Administration (FDA) approval;
- the assignment of processing codes other than CPT codes or approval by governing or regulatory bodies other than the FDA;
- submission to us of a *claim* meeting the criteria above.

During the review period, *new services* and drugs are not covered.

For all *covered healthcare services*, please see the Summary of Medical *Benefits* to determine the amount that you pay any *benefit limits*.

Ambulance Services

Ground Ambulance

This *plan* covers local professional or municipal ground ambulance services when it is *medically necessary* to use these services, rather than any other form of transportation as required under R.I. General Law § 27-20-55. Examples include but are not limited to the following:

- from a *hospital* to a home, a skilled nursing facility, or a rehabilitation facility after being discharged as an *inpatient*;

- to the closest available *hospital emergency* room in an *emergency* situation; or
- from a *physician's* office to an *emergency* room.

Our *allowance* for ground ambulance includes the services rendered by an *emergency* medical technician or paramedic, as well as any drugs, supplies and cardiac monitoring provided.

Air and Water Ambulance
This *plan* covers air and water ambulance services when:
- the time needed to move a patient by land, or the instability of transportation by land, may threaten a patient's condition or survival; or
- if the proper equipment needed to treat the patient is not available from a ground ambulance.

To be covered, air or water ambulance services must originate and end within the United States and/or its territories.

The patient must be transported to the nearest facility where the required services can be performed and the type of *physician* needed to treat the patient's condition is available.

Our *allowance* for the air or water ambulance includes the services rendered by an *emergency* medical technician or paramedic, as well as any drugs, supplies and cardiac monitoring provided.

Autism Services
This *plan* covers the following services for the treatment of autism spectrum disorders in accordance with R.I. General Law § 27-20-11.

- Applied behavior analysis when provided and/or supervised by an individual licensed by the state in which the service is rendered. See the Summary of Medical *Benefits* for the amount that you pay.

- Physical therapy, occupational therapy, and speech therapy services when rendered as part of the treatment of autism spectrum disorder. A *benefit limit* will not apply to these services.

- Psychological and psychiatric services are also covered. See Behavioral Health Services in Section 3 for additional information.

Coverage for autism spectrum disorders does not affect any obligation of a school district, a state or other governmental entity to provide services to an individual under an individualized family service *plan*, an individualized education program, or similar services required under state or federal law. Services related to autism that are furnished by school personnel are not covered under this *plan*.

Behavioral Health Services

Behavioral health services include the evaluation, management, and treatment of a patient with a mental health or *substance* use *disorder*. For the purpose of this *plan*, *substance* use *disorder* does not include addiction to or abuse of tobacco and/or caffeine.

Mental health or *substance* use *disorders* are those that are listed in the most updated volume of either:

- the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association; or
- the International Classification of Disease Manual (ICD) published by the World Health Organization.

This *plan* provides parity in *benefits* for behavioral healthcare services. Please see Section 10 for additional information regarding behavioral healthcare parity.
We review behavioral health *programs* to determine whether the services provided are clinically appropriate in the setting in which they are rendered. The following behavioral health services are covered when *medically necessary* and when rendered by a *provider* licensed by the State of Rhode Island or by the state in which the *provider* is located.

This *plan* provides parity in *benefits* for behavioral *healthcare* services. Please see Section 10 for additional information regarding behavioral *healthcare* parity.

Inpatient

This *plan* covers behavioral health services if you are *inpatient* at a general or *specialty hospital*. See *Inpatient* Services in Section 3 for additional information.

Residential Treatment Facility

This *plan* covers services at acute behavioral health *residential treatment facilities*, which provide:

- intensive clinical treatment, typically eight hours of clinical treatment services daily;
- medication evaluation management; and
- 24-hour clinical supervision.

Intermediate Care Services

This *plan* covers intermediate care services, which are facility-based *programs* that are:

- more intensive than traditional *outpatient* services;
- less intensive than 24-hour *inpatient hospital* or *residential treatment facility* services; and
- used as a step down from a higher level of care; or
- used a step-up from standard care level of care.

Intermediate care services include the following:

- **Partial Hospital Program (PHP)** – PHPs are structured and medically supervised day, evening, or nighttime treatment *programs* providing individualized treatment plans. A PHP typically runs for five hours a day, five days per week.

- **Intensive Outpatient Program (IOP)** – An IOP provides substantial clinical support for patients who are either in transition from a higher level of care or at risk for admission to a higher level of care. An IOP typically runs for three hours per day, three days per week.
- **Home and Community Based Adult Intensive Service (AIS) and Child and Family Intensive Treatment (CFIT)** – AIS/CFIT *programs* offer services primarily based in the home and community for qualifying adults and children with moderate-to-severe mental health conditions. These *programs* consist at a minimum of ongoing *emergency*/crisis evaluations, psychiatric assessment, medication evaluation and management, case management, psychiatric nursing services, and individual, group, and family therapy.

In a Provider's Office/In Your Home
This *plan* covers individual psychotherapy, group psychotherapy, and family therapy when rendered by:
- Board certified psychiatrists;
- Licensed clinical psychologists;
- Clinical social workers (licensed or certified at the independent practice level);
- Advance practice nurses/clinical nurse specialists;
- Licensed mental health counselors; and
- Licensed marriage and family therapists.

Psychological Testing
This *plan* covers psychological testing as a behavioral health *benefit* when rendered by:
- neuropsychologists;
- psychologists; or
- pediatric neurodevelopmental specialists.

This *plan* covers neuropsychological testing as described in the Tests, Labs and Imaging section.

Methadone Maintenance Treatment
Medically necessary methadone maintenance treatment is covered for *substance* use *disorders*.

Cardiac Rehabilitation
This *plan* covers services provided in a cardiac rehabilitation *program* up to the *benefit limit* shown in the Summary of Medical *Benefits*.

Chiropractic Services
This *plan* covers chiropractic visits up to the *benefit limit* shown in the Summary of Medical *Benefits*. The *benefit limit* applies to any visit for the purposes of chiropractic treatment or diagnosis.

Dental Services

Services to Treat an Accidental Injury

This *plan* covers the following services to treat an accidental injury to *your sound natural teeth* or an injury resulting in a facial fracture, received in an *emergency* room or *provider's* office when the treatment is received within seventy-two (72) hours of the injury.

- Extraction of teeth needed to avoid infection of teeth damaged in the injury;
- Suturing;
- Reimplanting and stabilization of dislodged teeth;
- Repositioning and stabilization of partly dislodged teeth; and
- Dental x-rays.

Outpatient Dental Anesthesia Services

This *plan* covers anesthesia services received in connection with a dental service when provided in a *hospital* or *freestanding ambulatory surgical center* and:

- the use of this is *medically necessary*; and
- the setting in which the service is received is determined to be appropriate.

This *plan* also covers facility fees associated with these services.

Dialysis Services

This *plan* covers dialysis services and supplies provided when you are *inpatient*, *outpatient* or in *your* home and under the supervision of a dialysis *program*. Dialysis supplies provided in *your* home are covered as durable medical equipment.

Durable Medical Equipment (DME), Medical Supplies, Prosthetic Devices, Enteral Formula or Food, and Hair Prosthesis (Wigs)

This *plan* covers durable medical equipment and supplies, prosthetic devices and enteral formula or food as described in this section.

Durable Medical Equipment (DME)

DME is equipment which:

- can withstand repeated use;
- is primarily and customarily used to serve a medical purpose;
- is not useful to a person in the absence of an illness or injury; and
- is for use in the home.

DME includes supplies necessary for the effective use of the equipment.

This *plan* covers the following DME:

- wheelchairs, *hospital* beds, and other DME items used only for medical treatment; and
- replacement of purchased equipment which is needed due to a change in *your* medical condition or if the device is not functional, no longer under warranty, or cannot be repaired.

DME may be classified as a rental item or a purchased item. This *plan* pays for a rental DME up to our *allowance* for a purchased DME. Repairs and supplies for rental DME are included in the rental *allowance*.

Preauthorization is recommended for certain DME and replacement or repairs of DME.

Medical Supplies
Medical supplies are consumable supplies that are disposable and not intended for re-use. Medical supplies require an order by a *physician* and must be essential for the care or treatment of an illness, injury, or congenital defect.

Covered medical supplies include:
- essential accessories such as hoses, tubes and mouthpieces for use with *medically necessary* DME (these accessories are included as part of the rental *allowance* for rented DME);
- catheters, colostomy and ileostomy supplies, irrigation trays and surgical dressings; and
- respiratory therapy equipment.

Diabetic Equipment and Supplies
This *plan* covers diabetic equipment and supplies for the treatment of diabetes in accordance with R.I. General Law §27-20-30. Covered diabetic equipment and supplies include:
- therapeutic or molded shoes and inserts for custom-molded shoes for the prevention of amputation;
- blood glucose monitors including those with special features for the legally blind, external insulin infusion pumps and accessories, insulin infusion devices and injection aids; and
- lancets and test strips for glucose monitors including those with special features for the legally blind, and infusion sets for external insulin pumps.

Prosthetic Devices
Prosthetic devices replace or substitute all or part of an internal body part, including contiguous tissue, or replace all or part of the function of a permanently inoperative or malfunctioning body part and alleviate functional loss or impairment due to an illness, injury or congenital defect. Prosthetic devices do not include dental prosthetics.

This *plan* covers the following prosthetic devices as required under R.I. General Law § 27-20-52:
- prosthetic appliances such as artificial limbs, breasts, larynxes and eyes;
- replacement or adjustment of prosthetic appliances if there is a change in *your* medical condition or if the device is not functional, no longer under warranty and cannot be repaired;
- devices, accessories, batteries and supplies necessary for prosthetic devices;
- orthopedic braces except corrective shoes and orthotic devices used in connection with footwear; and

- breast prosthesis following a mastectomy, in accordance with the Women's Health and Cancer Rights Act of 1998 and R.I. General Law 27-20-29.

The prosthetic device must be ordered or provided by a *physician*, or by a *provider* under the direction of a *physician.* When you are prescribed a prosthetic device as an *inpatient* and it is billed by a *provider* other than the *hospital* where you are an *inpatient*, the *outpatient benefit limit* will apply.

Enteral Formulas or Food (Enteral Nutrition)
Enteral formula or food is nutrition that is absorbed through the intestinal tract, whether delivered through a feeding tube or taken orally. Enteral nutrition is covered when it is the sole source of nutrition and prescribed by the *physician* for home use.

In accordance with R.I. General Law §27-20-56, this *plan* covers enteral formula taken orally for the treatment of:
- malabsorption caused by Crohn's Disease;
- ulcerative colitis;
- gastroesophageal reflux;
- chronic intestinal pseudo obstruction; and
- inherited diseases of amino acids and organic acids.

Food products modified to be low protein are covered for the treatment of inherited diseases of amino acids and organic acids. *Preauthorization* is recommended.

The amount that you pay may differ depending on whether the nutrition is delivered through a feeding tube or taken orally. When enteral formula is delivered through a feeding tube, associated supplies are also covered.

Hair Prosthesis (Wigs)
This *plan* covers hair prosthetics (wigs) worn for hair loss suffered as a result of cancer treatment in accordance with R.I. General Law § 27-20-54 and subject to the *benefit limit* and *copayment* listed in the Summary of Medical *Benefits.*

This *plan* will reimburse the lesser of the *provider's charge* or the *benefit limit* shown in the Summary of Medical *Benefits.* If the *provider's charge* is more than the *benefit limit*, you are responsible for paying any difference.

Early Intervention Services (EIS)
This *plan* covers Early Intervention Services in accordance with R.I. General Law §27-20-50. Early Intervention Services are educational, developmental, health, and social services provided to children from birth to thirty-six (36) months. The child must be certified by the Rhode Island Department of Human Services (DHS) to enroll in an approved Early Intervention Services *program.* Services must be provided by a licensed Early Intervention *provider* and rendered to a Rhode Island resident.

Members not living in Rhode Island may seek services from the state in which they reside; however, those services are not covered under this *plan.*

Early Intervention Services as defined by DHS include but are not limited to the following:

- speech and language therapy;
- physical and occupational therapy;
- evaluation;
- case management;
- nutrition;
- service plan development and review;
- nursing services; and
- assistive technology services and devices.

Education - Asthma

This *plan* covers asthma education services when the services are prescribed by a *physician* and performed by a certified asthma educator.

Emergency Room Services

This *plan* covers services received in a *hospital emergency* room when needed to stabilize or initiate treatment in an *emergency*. If *your* condition needs immediate or urgent, but non-*emergency* care, contact *your PCP* or use an *urgent care center*.

This *plan* covers bandages, crutches, canes, collars, and other supplies incidental to *your* treatment in the *emergency* room as part of our *allowance* for the *emergency* room services.

Additional services provided in the *emergency* room such as radiology or *physician* consultations are covered separately from *emergency* room services and may require additional *copayments*. The amount you pay is based on the type of service being rendered.

Follow-up care services, such as suture removal, fracture care or wound care, received at the *emergency* room will require an additional *emergency* room *copayment*. Follow-up care services can be obtained from *your primary care provider* or a specialist.

See Dental Services in Section 3 for information regarding *emergency* dental care services.

Experimental or Investigational Services

This *plan* covers certain *experimental or investigational* services as described in this section.

Clinical Trials

This *plan* covers clinical trials as required under R.I. General Law § 27-20-60. An approved clinical trial is a phase I, phase II, phase III, or phase IV clinical trial that is being performed to prevent, detect or treat cancer or a life-threatening disease or condition. In order to qualify, the clinical trial must be:

- federally funded;
- conducted under an investigational new drug application reviewed by the Food and Drug Administration (FDA); or
- a drug trial that is exempt from having such an investigational new drug application.

To qualify to participate in a clinical trial:
- you must be determined to be eligible, according to the trial protocol;
- a *network provider* must have concluded that *your* participation would be appropriate; and
- medical and scientific information must have been provided establishing that *your* participation in the clinical trial would be appropriate.

If a *network provider* is participating in a clinical trial, and the trial is being conducted in the state in which you reside, you may be required to participate in the trial through the *network provider.*

Coverage under this *plan* includes routine patient costs for *covered healthcare services* furnished in connection with participation in a clinical trial. The amount you pay is based on the type of service you receive.

Coverage for clinical trials does not include:
- the investigational item, device, or service itself;
- items or services provided solely to satisfy data collection and that are not used in the direct clinical management; or
- a service that is clearly inconsistent with widely accepted standards of care.

See *Experimental or Investigational* Services in Section 4 for additional *experimental or investigational* services not covered under this *plan.*

Gender Reassignment Services

This *plan* covers services related to gender reassignment. *Preauthorization* is recommended for gender reassignment surgical services.

Hearing Services

Hearing Exams and Tests

This *plan* covers hearing exams and diagnostic hearing tests.

Hearing Aids

This *plan* covers hearing aids in accordance with R.I. General Law § 27-20-46, subject to the *benefit limit* and *copayments* listed in the Summary of Medical *Benefits.*

We will reimburse the lesser of the *provider's charge* or the *benefit limit* shown in the Summary of Medical *Benefits.* If the *provider's charge* is more than the *benefit limit*, you are responsible for paying any difference. See Section 6 for additional information.

Home Health Care

This *plan* covers the following home care services when provided by a certified home healthcare agency:

- nursing services;
- services of a home health aide;
- visits from a social worker;
- medical supplies; and
- physical, occupational and speech therapy.

Hospice Care

If you have a terminal illness and you agree with *your physician* not to continue with a curative treatment *program*, this *plan* covers hospice care services received in *your* home, in a skilled nursing facility, or in an *inpatient* facility.

Human Leukocyte Antigen Testing

This *plan* covers human leukocyte antigen testing for A, B, and DR antigens once per *member* per lifetime to establish a *member's* bone marrow transplantation donor suitability in accordance with R.I. General Law §27-20-36.

The testing must be performed in a facility that is:

- accredited by the American Association of Blood Banks or its successors; and
- licensed under the Clinical Laboratory Improvement Act as it may be amended from time to time.

At the time of testing, the person being tested must complete and sign an informed consent form that also authorizes the results of the test to be used for participation in the National Marrow Donor *program.*

Infertility Services

This *plan* covers services, in accordance with R.I. General Law §27-20-20, for the diagnosis and treatment of infertility if you are:

- a presumably healthy individual; and
- unable to conceive or sustain a pregnancy during a one (1) year period.

Infusion Therapy

This *plan* covers infusion therapy and related administration services.

Inpatient Services

Hospital

This *plan* covers services provided while *inpatient* in a general or *specialty hospital* including, but not limited to the following:

- anesthesia;
- diagnostic tests and lab services;
- dialysis;
- drugs;
- intensive care/coronary care;

- nursing care;
- physical, occupational, speech and respiratory therapies;
- *physician's* services while hospitalized;
- radiation therapy;
- surgery related services; and
- room and board.

Notify us if you are admitted from the *emergency* room to a *hospital* that is not in our *network*. Our Customer Service Department can assist you with any questions you may have about *your* coverage.

Rehabilitation Facility
This *plan* covers rehabilitation services received in a *general hospital* or *specialty hospital*. Coverage is limited to the number of days shown in the Summary of Medical *Benefits*.

Physician Visits
This *plan* covers the services of a *physician* or other *provider* in charge of *your* medical care while you are *inpatient* in a general or *specialty hospital*.

Office Visits (other than Preventive Care Services)

This *plan* covers office and clinic visits to diagnose or treat a sickness or injury. Office visit *copayments* differ depending on the type of *provider* you see.

This *plan* covers *physician* visits in *your* home if you have an injury or illness that:
- confines you to *your* home; or
- requires special transportation; and
- because of this injury or illness, you are physically unable to travel to the *provider's* office.

If you receive services other than the office or clinic visit examination, such as surgery, lab tests, diagnostic imaging, physical or occupational therapy, the amount that you pay is based on the type of service provided.

For *Preventive Care Services* see the Summary of Medical *Benefits* for the amount you pay when these services are provided in a *physician's* office or clinic.

Organ Transplants

This *plan* covers transplants for heart, heart-lung, lung, liver, small intestine, pancreas, kidney, cornea, small bowel, and bone marrow.

Covered healthcare services related to allogenic bone marrow transplant include medical and surgical services for the matching participant donor and the recipient. Human Leukocyte Antigen testing is covered as indicated in the Summary of Medical *Benefits*.

This *plan* covers high dose chemotherapy and radiation services related to autologous bone marrow transplantation to the extent required under R.I. Law § 27-20-60. See *Experimental or Investigational* Services in Section 3 for additional information.

When the recipient is a covered *member* under this *plan*, the following services are also covered:

- obtaining donated organs (including removal from a cadaver);
- donor medical and surgical expenses related to obtaining the organ that are integral to the harvesting or directly related to the donation and limited to treatment occurring during the same stay as the harvesting and treatment received during standard post-operative care; and
- transportation of the organ from donor to the recipient.

The amount you pay for transplant services, for the recipient and eligible donor, is based on the type of service.

This *plan* offers access to a national transplant network called the Blue Distinction Centers for Transplants.℠ For more information about the Blue Distinction Centers for Transplants℠ call our Case Management Department at 1-401-459-2273 or 1-888-727-2300 ext. 2273.

Physical/Occupational Therapy

This *plan* covers physical and occupational therapy when:

- ordered by a *physician*;
- received from a licensed physical or occupational therapist;
- a *program* is implemented to provide *habilitative* or *rehabilitative* services.

See Autism Services when physical therapy and occupational therapy services are rendered as part of the treatment of autism spectrum disorder.

The amount you pay and any *benefit limit* will be the same whether the services are provided for *habilitative* or *rehabilitative* purposes.

Pregnancy and Maternity Services

This *plan* covers *physician* services and the services of a licensed midwife for prenatal, delivery, and postpartum care. The first office visit to diagnose a pregnancy is not included in prenatal services.

This *plan* covers *hospital* services for mother and newborn child for at least forty-eight (48) hours following a vaginal delivery and ninety-six (96) hours following a caesarean delivery. The newborn child's coverage includes necessary care and treatment of medically diagnosed congenital defects and birth abnormalities, as well as routine well-baby care services.

Prescription Drugs Administered by a Provider (other than a pharmacy)

With the exception of the drugs covered as a medical service described below, this *plan* does NOT cover prescription drugs or diabetic equipment/supplies when purchased at a pharmacy. Please refer to your employer's prescription drug program for coverage information.

This *plan* covers prescription drugs dispensed and administered by a licensed healthcare *provider* (other than a pharmacy) with *preauthorization*. Coverage varies based upon how the prescription drug is administered, as described below.

When a prescription drug is provided through inhalation, nasal, ocular, oral, rectal, vaginal, sublingual, topical, or transdermal administration, coverage for the prescription drug is included in our *allowance* for the medical service being rendered. If the only service you receive is administration of the drug, the prescription drug is not covered.

When a prescription drug is administered by injection or infusion, this *plan* covers the prescription drug separately from the medical service being rendered. See the Summary of Medical *Benefits* for *benefit limits* and the amount you pay.

Preventive Care and Early Detection Services

This *plan* covers, early detection services, *preventive care services*, and immunizations or vaccinations in accordance with the Affordable Care Act (ACA), as set forth below and in accordance with the guidelines of the following resources:

- services that have an A or B rating in the current recommendations of the U.S. Preventative Services Task Force (USPSTF);
- immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
- preventive care and screenings for infants, children, and adolescents as outlined in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); or
- preventive care and screenings for women as outlined in the comprehensive guidelines as supported by HRSA.

Covered early detection services, *preventive care services* and adult and pediatric immunizations or vaccinations are based on the most currently available guidelines and are subject to change.

The amount you pay for preventive services will be different from the amount you pay for diagnostic procedures. See the Summary of Medical *Benefits* for more information about the amount you pay.

Preventive Office Visits

This *plan* covers the following preventive office visits.

- Annual preventive visit - one (1) routine physical examination per *plan year* per *member* age 36 months and older;
- Pediatric preventive office and clinic visits from birth to 35 months - 11 visits;

- Well Woman annual preventive visit - one (1) routine gynecological examination per *plan year* per female *member.*

Health and Diet Counseling
This *plan* covers diabetes and nutritional counseling in accordance with state and federal laws, when prescribed by a *physician* and provided by either a *physician* or an appropriately licensed, registered or certified counselor.

Tobacco Use Counseling and Intervention
This *plan* covers smoking cessation *programs* when prescribed by a *physician* in accordance with R.I. General Law §27-20-53. Smoking cessation *programs* include, but are not limited to, the following:
- Smoking cessation counseling must be provided by a *physician* or upon his or her *referral* to a qualified licensed practitioner.

Vaccinations/Immunizations
This *plan* covers adult and pediatric preventive vaccinations and immunizations in accordance with current guidelines. Our *allowance* includes the administration and the vaccine. If a covered immunization is provided as part of an office visit, the office visit *copayment* and *deductible* (if any) will apply.

Travel immunizations are covered to the extent that such immunizations are recommended for adults and children by the Centers for Disease Control and Prevention (CDC). The recommendations are subject to change by the CDC.

Preventive Screening/Early Detection Services
This *plan* covers preventive screenings based on the ACA guidelines noted above. Preventive screenings include but are not limited to:
- mammograms;
- pap smears;
- prostate-specific antigen (PSA) tests;
- flexible sigmoidoscopy;
- colonoscopy;
- double contrast barium enema;
- fecal occult blood tests, screening for gestational diabetes, and human papillomavirus; and
- genetic counseling for breast cancer susceptibility gene (BRCA).

Contraceptive Methods and Sterilization Procedures for Women
This *plan* covers the following contraceptive services:
- FDA approved contraceptive devices requiring a prescription;
- barrier method (cervical cap, diaphragm, or implantable) fitted and supplied during an office visit; and
- surgical and sterilization services for women with reproductive capacity, including but not limited to tubal ligation.

Breastfeeding Counseling and Equipment
This *plan* covers lactation (breastfeeding) support and counseling during the pregnancy or postpartum period when provided by a licensed lactation counselor. This *plan* covers manual, electric, or battery operated breast pumps for a female *member* in conjunction with each birth event.

Private Duty Nursing Services

This *plan* covers private duty nursing services, received in *your* home when ordered by a *physician*, and performed by a certified home healthcare agency. This *plan* covers these services when the patient requires continuous skilled nursing observation and intervention.

Radiation Therapy/Chemotherapy Services

This *plan* covers chemotherapy and radiation services.

Respiratory Therapy

This *plan* covers respiratory therapy services. When respiratory services are provided in *your* home, as part of a home care *program*, durable medical equipment, supplies, and oxygen are covered as a durable medical equipment service.

Skilled Care in a Nursing Facility

This *plan* covers skilled nursing services in a skilled nursing facility if:

- the services are prescribed by a *physician*:
- *your* condition needs skilled nursing services, skilled rehabilitation services or skilled nursing observation;
- the services are provided by or supervised by licensed technical or professional medical personnel; and
- the services are not custodial care, respite care, day care, or for the purpose of assisting with activities of daily living.

Speech Therapy

This *plan* covers speech therapy services when provided by a qualified licensed *provider* and part of a formal treatment plan for:

- loss of speech or communication function; or
- impairment as a result of an acute illness or injury, or an acute exacerbation of a chronic disease.

Speech therapy services must relate to:

- performing basic functional communication; or
- assessing or treating swallowing dysfunction.

See Autism Services when speech therapy services are rendered as part of the treatment of autism spectrum disorder.

The amount you pay and any *benefit limit* will be the same whether the services are provided for *habilitative* or *rehabilitative* purposes.

Surgery Services

This *plan* covers surgery services to treat a disease or injury when:

- the operation is not *experimental or investigational*, or cosmetic in nature;
- the operation is being performed at the appropriate place of service; and
- the *physician* is licensed to perform the surgery.

Reconstructive Surgery for a Functional Deformity or Impairment

This *plan* covers reconstructive surgery and procedures when the services are performed to relieve pain, or to correct or improve bodily function that is impaired as a result of:

- a birth defect;
- an accidental injury;
- a disease; or
- a previous covered surgical procedure.

Functional indications for surgical correction do not include psychological, psychiatric or emotional reasons.

This *plan* covers the procedures listed below to treat functional impairments.

- abdominal wall surgery including panniculectomy (other than an abdominoplasty);
- blepharoplasty and ptosis repair;
- gastric bypass or gastric banding;
- nasal reconstruction and septorhinoplasty;
- orthognathic surgery including mandibular and maxillary osteotomy;
- reduction mammoplasty;
- removal of breast implants;
- removal or treatment of proliferative vascular lesions and hemangiomas;
- treatment of varicose veins; or
- gynecomastia.

Preauthorization is recommended for these services.

Anesthesia Services

This *plan* covers general and local anesthesia services received from an anesthesiologist when the surgical procedure is a *covered healthcare service*.

This *plan* covers office visits or office consultations with an anesthesiologist when provided prior to a scheduled covered surgical procedure.

Telemedicine Services

This *plan* covers telemedicine services when the service is provided via remote access to a designated *provider* or to a *network provider* through an on-line service or other interactive audio and video telecommunications system in accordance with R.I. General Law § 27-81-1.

For information about telemedicine services please visit our website. See the Summary of Medical *Benefits* for the amount you pay.

Tests, Labs, and Imaging and X-rays (diagnostic)

This *plan* covers diagnostic tests, labs, and imaging and x-rays to diagnose or treat a condition when ordered by a *physician*.

Tests

Diagnostic tests include but are not limited to:

- electrocardiograms (EKGs),
- electroencephalograms (EEGs),
- nerve conduction tests,
- neuropsychological testing, and
- sleep studies.

Labs and Pathology

Diagnostic labs and pathology include but are not limited to:

- blood tests,
- urinalysis,
- pap smears, and
- throat cultures.

Diagnostic Imaging and X-rays

Diagnostic imaging and x-rays include but are not limited to:

- general imaging (such as x-rays and ultrasounds),
- magnetic resonance imaging (MRI),
- magnetic resonance angiography (MRA),
- mammograms,
- computerized axial tomography (CAT or CT scans),
- nuclear scans, and
- positron emission tomography (PET scan).

This *plan* covers MRI examinations when the quality assurance standards of R.I. General Law §27-20-41 are met. MRI examinations conducted outside of the State of Rhode Island must be performed in accordance with the applicable laws of the state in which the examination has been conducted.

For tests, labs and imaging associated with *Preventive Care Services* and Early Detection Services, please refer to that section, and see the Summary of Medical *Benefits* for the amount you pay.

Lyme Disease Diagnosis and Treatment

This *plan* covers diagnostic testing and long-term antibiotic treatment of chronic lyme disease in accordance with R.I. General Law § 27-20-48. To be covered, services must be ordered by *your physician* after evaluation of *your* symptoms, diagnostic test results, and response to treatment. Coverage for lyme disease treatment will not be denied

solely because such treatment may be characterized as unproven, experimental, or investigational.

Urgent Care

This *plan* covers services for a physical examination received at an *urgent care center*. For other services, such as surgery or diagnostic tests, the amount that you pay is based on the type of service being provided. See Summary of Medical *Benefits* for details.

Follow-up care (such as suture removal or wound care) should be obtained from *your primary care provider* or specialist.

Please note: *Retail clinics* located in retail stores, supermarkets and pharmacies are not considered *urgent care centers*. The amount you pay for services at a retail based clinic differs from the amount you pay for urgent care services. See the Summary of Medical *Benefits* for details.

Vision Care Services

For purposes of coordination of *benefits*, vision care services covered under other *plans* are not considered an *allowable expense, as* defined in the Coordination of *Benefits* and Subrogation in Section 7.

Eye Exam

This *plan* covers one (1) routine or annual eye exam, per *plan year*, for a *member's* visual acuity. Additional eye exams are covered during the *plan year* when there is an underlying medical condition, such as conjunctivitis.

TOWN OF TIVERTON, RHODE ISLAND
OFFICE OF TOWN ADMINISTRATOR

May 17, 2019

SGT Michael Barboza
Tiverton Police
20 Industrial Way
Tiverton, RI 02878

Re: Side Letter Agreement: Town of Tiverton / IBPO, Local #406

Dear SGT Barboza:

The parties agree to the following side letter of agreement in connection with parties' 2018-2021 collective bargaining agreement:

> The town, through the Chief and the Town administrator, and the Union agree to meet at least quarterly to discuss the distribution of overtime and proposed changes to the Departments overtime callback system. If such meetings result in proposed changes to the collective bargaining agreement, the parties agree to present the proposed changes to the Town council and the Union membership for ratification.

Sincerely,

Jan Reitsma
Town Administrator

AGREED AS TO FORM AND SUBSTANCE:

Michael Barboza, Local #406 President

Date: _____ Date: 5/20/19

Town Hall ✦ 343 Highland Road ✦ Tiverton, Rhode Island 02878-4499 ✦ Phone (401) 625-6710 ✦ Fax (401) 625-6777
E-Mail: administrator@tiverton.ri.gov

MEMORANDUM OF AGREEMENT

The Town of Tiverton ("Town") and the International Brotherhood of Police Officers, Local # 406 ("Union"), hereby agree to meet prior to July 1, 2020 to discuss the Chief of Police's proposed reorganization of the Police Department to include the creation of a non-bargaining unit Deputy Chief position commencing on or around July 1, 2020; provided, however, that such discussions are not subject to binding interest arbitration pursuant to the Municipal Police Arbitration Act, or otherwise.

IN WITNESS WHEREOF, the TOWN OF TIVERTON and INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL #406, have affixed their duly authorized signatures below.

TOWN OF TIVERTON

By: _____
Town Administrator

IBPO, LOCAL #406

By: _____
President

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