CONTRACT BETWEEN TOWN OF TIVERTON

AND

IB.P.O. LOCAL #406

TIVERTON POLICE DEPARTMENT

JULY 1, 2012 – JUNE 2015

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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 _____, 2012 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. BARGAINING UNIT ASSESSMENT: International Brotherhood of Police Officers, Local #406, being the exclusive bargaining agent for all permanent police officers of the Town of Tiverton, shall have the right to assess all permanent police officers a sum equal to the monthly dues and any and all assessments for legal fees for services performed by the bargaining unit, but this shall not obligate the Town to make a deduction for any officer who objects to same.

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.

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 decided, 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-six (26) regular officers shall consist of at least the following positions:

1 - Chief of Police
1 - Uniformed Lieutenant
2 - Detective Sergeants
1 - Detective
3 - Uniformed Sergeants
3 - Uniformed Corporals
15 - Uniformed Police Officers
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On July 1, 2012 the above mentioned ranked Officers shall receive a one (1) time title change. The title change shall not affect duties performed or seniority in grade. Any uniform alterations, as a result of this title change, will be paid for by the I.B.P.O. local 406. The title change shall result in the following positions for ranked officers.

1 - Chief of Police (Unchanged)
1 - Uniformed Captain
1 - Detective Lieutenant
1 - Staff Lieutenant
1 - Detective (Unchanged)
3 - Uniformed Lieutenants
3 - Uniformed Sergeants
15 - Uniformed Patrol Officers (Unchanged)

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 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.

If a candidate has two (2) years of active service or more and will complete his/her three year anniversary with the department within the one (1) year time period as stated in Section 4(k) of this Article, said candidate will be eligible to take the test.

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

(c) For promotion to Captain a candidate shall have held the rank of Lieutenant.

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

SECTION 4. TEST AND OTHER QUALIFICATIONS FOR PROMOTION: All 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 police officer receiving the top grade shall receive the promotion. In the event the officer receiving the top grade is unavailable or declines the promotion, the officer receiving the next highest grade shall receive the promotion. Should there be a tie on any promotion, the tie will be broken on the basis of seniority from date of employment.

(d) Promotion examinations shall consist of a written examination, on oral board examination, with the indicated consideration given to seniority and the officer's service record in accordance with the following point system:

(1) Written examinations, maximum of forty (40) points. In order to qualify for participation is subsequent scoring components, a minimum score of seventy percent (70%) must be achieved on the written examination.

(2) Oral examination, each member of the oral board will have a maximum of five (5) points for each candidate.

(3) Evaluation by oral board of service record, each member of the oral board will have a maximum of five (5) points for each candidate in evaluating their service record.

(4) Chief of Police to give two (2) points for any candidate having a Bachelors degree in law enforcement and/or one (1) point for any candidate having an Associates degree in law enforcement.

(5) Chief of Police to give one (1) point for each year of completed service, with a maximum of twenty (20) points.

(6) Evaluation by Chief of Police, maximum of five (5) points for a candidate.

(e) The Chief of Police, or his designee shall escort the officer with his/her service record into the examination room. The Chief of Police, or his designee, shall not remain in the examination room during the oral examination.

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

(g) The oral examination and evaluation shall be given and made by an Oral Board. All members of the Oral Board shall be chosen from the police departments within the state of Rhode Island, excluding police departments located in Newport County.

Members of the Oral Board shall be acceptable to the Town Administrator and International Brotherhood of Police Officers, Local #406. The Oral Board will consist of three (3) members, two (2) of the members shall hold the same rank as that which is being tested for and one (1) will be of a higher rank for that which is being tested.

(1) Names of the members of the Oral Board will be posted on the police department bulletin, fourteen (14) days prior to the convening of said Oral Board.

(h) Written examinations and Oral Board questions shall be identical for all police officers taking the examination.

The oral questions shall be sent within ten (10) days after the examination to the I.B.P.O. Local 406 and to the Chief of Police of the Town of Tiverton.

(i) Examinations shall be administered in the following order:

(1) Chief's evaluation;
(2) Written examination;
(3) Oral Board.

(j) After each phase of the examination and evaluation is given and completed, an alphabetical list shall be posted with each candidate's points.

(k) The final list for promotion consisting of the combined results of the Chief's evaluation, Oral Board evaluation, and written examination results, shall be posted alphabetically. The list shall be valid and shall stand in that order for a period of one (1) year.

(l) Candidates for all promotions must complete all phases of the promotional procedure to be eligible to receive said promotion as set forth in this section. If there is only one (1) candidate for a position, that individual shall complete the written examination and must attain a score of 70 %. The service jacket and interview portion of the process will not be necessary if there is only one eligible candidate.

(m) 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.

(n) 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.

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. STAFF LIEUTENANT: There will be a permanent position for a Uniformed Lieutenant. No other members of the Tiverton Police Department will be scheduled for this position. This Lieutenant position will consist of the following basic job description;

Supervise & operate:

(1) new computer system.
(2) Records Division.
(3) Control Center Operators.

Responsibilities:

(1) to learn and be trained in all facets of the new computer and it's software.

(2) to train all member-s of the Police Department in the operation and procedure or the new computer system.

(3) N.C.I.C. Control Officer.

(4) update and keep operational the new computer system and to oversee all input from all sources with related duties to computer, Records Division and C.C.O.

(5) maintain work schedules of the Records clerks and the C.C.O. a monthly basis.

(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 be in charge of the Uniform/Patrol Division of the Tiverton Police Department. If the position of Captain is not filled, this shift will be abolished. The position will consist of the following job description;

Supervise: (1) Uniform Patrol Division.

Responsibilities: (1) has direct control over all members of the Patrol Division of the Tiverton Police Department.

(2) assure proper performance of duties.

(3) maintain discipline.

(4) organize and assign duties.

(5) prepare reports and maintain records.

(6) supervise and assists in investigations and preparation of cases.

(7) perform such other duties that may be assigned by the Chief of Police.

Hours: (1) Five (5) day week - Monday through Friday with floating hours at the discretion of 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 midnight - 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 beepers. In the event of an order back the most junior officer will be beeped 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 beeped, and adhere to the above. This section shall apply to the third most junior officer. Officers that are beeped 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 beeper 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.

(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.

In the event a new Officer voluntarily terminates his/her employment with the Town within the first twenty-four (24) months of service with the town (after successfully completing Municipal Academy Training) said Officer shall reimburse the Town in the amount of $2,500.00 for any and all expenses incurred by the town for the training and furnishing of equipment and uniforms for said Officer. Reimbursement shall be on a prorated basis as follows:

Months	Amount
0 – 6	$2,500
6 – 12	$2,000
12 – 18	$1,500
18 – 24	$1,000

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
(2) Day After Thanksgiving
(3) Christmas Day
(4) Memorial Day
(5) Washington' s Birthday
(6) July 4th
(7) Labor Day
(8) Veteran's Day
(9) Columbus Day
(10) Easter- Sunday
(11) Martin Luther King Day
(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 officers weekly salary and shall be paid to each officer over and above the weekly salary whether he/she works the holiday or not. Each Officer has the option to take compensatory time, in lieu of pay for each holiday. The officer who wants to receive eight (8) hours compensatory time, in lieu of eight (8) hours pay, must submit notification on writing to the Office of Chief, fourteen (14) days prior to the holiday. The Officer may receive compensatory time in lieu of pay for each holiday 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. Each Officer has the option to take compensation time in lieu of pay for each holiday. The Officer may choose to receive four (4) hours compensatory time. 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 officers 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.

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 7/01/12 - One Thousand Two Hundred Seventy Five dollars ($1275.00)
Effective 7/01/13 - One Thousand Three Hundred dollars ($1300.00)
Effective 7/01/14 - 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 bind 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. BLUE CROSS AND BLUE SHIELD

(a) The Town of Tiverton shall supply all active Officers of the Tiverton Police Department Blue Cross/Blue Shield plan "HEALTHMATE" Coast-to-Coast, as described below.

Changes to Health Insurance:

- Hospital emergency room coverage will include a $100 co-pay unless the user admitted to the hospital, in which the co-pay shall be waived
- Urgent care center coverage will include a $50 co-pay

- Utilization co-pays Doctor's visits will increase from $10.00 to $15.00 and for specialists from $15.00 to $25.00
- Prescription co-pays at $7/$25/$40
- Any bargaining unit member may choose to receive added health insurance benefits from plans available to and provided under this Agreement. The Officer must pay the entire difference in the premium rate between what the Town is paying and the full cost of the coverage in addition to the co-share amount.

Health Care Plan administrator to be selected at discretion of Town.

From July 1, 2012 to December 31, 2012, each member of the IBPO shall contribute, by way of automatic payroll deduction, the following amount on an annual basis, toward the entire health care premium. The rate of contribution for retirees shall be frozen at the rate being paid by active members at the time a member retires.

Effective 7/01/12 – 12/31/12 $450

SECTION 3. BLUE CROSS/BLUE SHIELD HEALTH SAVINGS ACCOUNT

A. Health Insurance for Active Employees

(1) The Town of Tiverton shall supply all active Police Officers of the Tiverton Police Department either individual or family health insurance coverage under the Blue Cross/Blue Shield Plan HealthMate Coast-to-Coast under the terms and conditions set forth in the CBA as of June 30, 2009 and shall remain effective through December 31, 2012.

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.

(2) Effective January 1, 2013 the health care plan for all active members of the department shall be 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, one-half of deductibles shall be paid by the member. 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 ARTICLE IX, SECTION 2 of this CBA. The monetary amounts of the above-cited deductibles shall be paid by the members in the following manner:

(a) 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 health care plan (HSA).

(b) Members of the department through payroll deductions shall pay one-half the above-cited monetary amounts of said deductibles ($4,000 family or $2000 individual) advanced to the members of the Town back to the Town. The said amount of the deductible shall be divided by the total number of pay periods with the year and shall be withheld prior to payroll taxes being withheld.

(c) A third party company shall administer the credit/debit card for members of the department.

(d) Any and all costs associated with the administration of said credit/debit card from the third party shall be borne by the Town.

(e) The Town agrees to provide all members and their family members (if applicable) with initial credit/debit cards at no cost to said members. The Town also agrees to provide said members with an allotment of "checks" at the member's cost to also be utilized for payment of medical deductibles, pursuant to the HSA. The allotment of checks will be provided at the member's written request.

(f) Any charges associated with replacing said credit/debit card to members or their family members shall be borne by the member.

There shall be no premium co-share of the above-cited health care plan (HSA) contributed by the members toward the cost of the health care plan (HSA), except as defined in Section 2 of this Article.

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).

(3) Upon retirement each Officer shall be placed back on the family premium plan, mentioned first in Section 2. Each retired member shall contribute 1% of their Pension Benefit towards this Health Plan.

(a) If a police officer, after retirement is eligible for a medical plan equal to, or better, than the one being supplied by the Town, the officer must notify the Town so that the Town can stop the coverage of the retired police officer.

Should the retired police officer, lose this alternative coverage, the Town shall, upon

written notice received, immediately will supply the officer the Blue Cross/Blue Shield "HEALTHMATE" Coast-to-Coast family coverage as stated in the section, or, pay the cost for said other medical plan until the next anniversary date of the Town's Blue Cross/Blue Shield plan. On the anniversary date, the retired police officer shall be restored to the Town's medical insurance plan as stated herein.

(b) All police officers hired by the Town of Tiverton who retire on or after the date of ratification of this agreement shall receive the same benefits as those provided in sub-section (a) except that when such police officer becomes eligible for Medicare health coverage, the Town shall shift his/her coverage from Blue Cross/Blue Shield "HEALTHMATE" to Blue Cross/Blue Shield "PLAN 65" and "Medicare B" coverage

(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 sub-section (a) 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) Whenever possible, a retired police officer shall notify the Town at least sixty (60) days prior to May 1 at of his/her intention to re-enter the Blue Cross/Blue Shield "HEALTHMATE" plan as set faith in this Article.

(e) 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.

(f) 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.

SECTION 2.2: FRONT LOADING OF HSA PAYMENTS The Town will provide healthcare to any employee hired during the calendar year. The Town agrees to front load the HSA payment,. and the employee will reimburse their share through payroll deductions.

SECTION 3. STUDENT RIDER: The Town of Tiverton shall provide the student rider in

the Blue Cross/Blue Shield "HEALTHMATE" Coast-to-Coast plan 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 4. VISION CARE RIDER: All active members of the Tiverton Police Department shall be supplied with Blue Cross/Blue Shield "Vision Care Rider' family benefits upgrade.

The cost to the Town of Tiverton for Police Cross/Blue Shield 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 carriers 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 doctors 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 nonstatutory (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 shalt 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. 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 six (6) 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 by compensatory time only, in concurrence with Article X, Section 1. The Officer will receive eight (8) hours 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:

	7/01/12 1.5%	7/01/13 1.5%	7/01/14 2%
Captain	$1188.64	$1206.45	$1230.58
Uniformed Lieutenant	$1102.34	$1118.88	$1141.26
Detective Lieutenant	$1102.34	$1118.88	$1141.26
Uniformed Sergeant	$1025.66	$1041.05	$1061.87
Detective	$1025.66	$1041.05	$1061.87
1st Class Patrolman	$958.56	$972.94	$992.40
2nd Class Patrolman	$871.91	$884.99	$902.69
Probationary Patrolman	$795.67	$807.61	$823.76

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:

7/01/12	7/01/13	7/01/14
½ %	½ %	½ %

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.

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 thirty-seven ($37.00) 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-one ($31.00) dollars per hour commencing on the date of ratification of this Agreement and thirty-two ($32.00) dollars per hour commencing July 1, 2013 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 union 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. Scheduling for private details and roadwork shall be performed and maintained by the Union on non-Town of Tiverton time. 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. A complaint will be filed with the union and if the officer has been violated his or her 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.

In the event that the town does not receive payment with 180 days from when the company who hired the Detail Officer is billed, the Union shall reimburse the Town for the detail pay.

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

(j) The President of I.B.P.O. Local #406 and his/her designee shall 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.

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.

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 determiner; 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 years 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 five and one-half percent (5-1/5%) 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 al 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'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 KcKinnon
17. Daniel Martin
18. Vincent Palumbo
19. Adam Brillon
20. Warren Caldwell
21. Jonathan Cunningham
22. Jason Dunlea
23. Aaron Kay
24. Sakhon Uon
25. 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 years 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 five and one-half percent (5-1/5%) 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 al 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'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 officers 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 know 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 Officer 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 ~~on~~ 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.

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 and at least one detective. The Detective will be compensated at the Sergeant rate of pay while working within the Detective Division. It is understood that 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.

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. HEALTH AND WELLNESS: Effective July 01, 2012 to June 30, 2015, each employee shall be given a $500 payment during the first pay period of July. This $500 is to be used by employees for all items relating to health and wellness for the Officer. Each Officer will be required to show receipts verifying that the payment was spent on his/her health and wellness. The provisions of this section shall terminate as of June 30, 2015.

ARTICLE XXV

SECTION 1. UNION SECURITY: Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the I.B.P.O. or pay to the I.B.P.O., a service charge equal to the periodic dues applicable to Union members, as authorized by law, not later that the thirtieth (30) calendar day following his date of employment or the date of execution of this Agreement whichever is later.

SECTION 2. CHECKOFF: The Town agrees to deduct from the wages of members and nonmembers of the I.B.P.O. any dues, assessments, or service charges for such payroll periods as it is authorized in writing to deduct by the individuals covered by this Agreement.

The I.B.P.O. shall, by its Treasurer certify in writing the amount of membership dues, assessments and service charges, referred to above, to be deducted from the employee wages to the Town Administrator and the Town will remit and authorize deductions taken from its employees wages to the Treasurer of the I.B.P.O. on a monthly basis.

SECTION 3. PENALTY FOR FAILURE TO COMPLY WITH UNION SECURITY: If the Town is notified in writing by the I.B.P.O. that an employee refuses to authorize in writing that the Town may deduct membership dues or service charges and that said employee either refuses to become or remain a member of the I.B.P.O. or pay the service charges as authorized by law, and that the I.B.P.O. requests said employee be discharged, the Town shall notify the employee of said request in writing, with a copy to the I.B.P.O. within five (5) days after receipt of notice from the I.B.P.O.

The Town, thereafter, will from five (5) to thirty (30) days after said employee receives the notice from the Town, discharge the employee upon receiving written notice from the I.B.P.O. that said employee continues to refuse to comply with the Union security as a condition of employment should be discharged.

SECTION 4. 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 regards to this Article.

ARTICLE XXVI

SECTION 1. TERM OF AGREEMENT: This contract is a three (3) year contract **commencing** July 1, 2012 to remain in full force and effect through June 30, 2015. 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 November 13, 2012

Mary Lou Sullivan
WITNESS

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

DATE November 13, 2012

Nancy L. Mello
WITNESS

MEMORANDUM OF AGREEMENT

Local #406, IBPO, and the Town of Tiverton, Rhode Island, agree to the following modifications to the July 2006 through June 30, 2009 Collective Bargaining Agreement and any amendments thereto.

The contractual modifications are as follows:

All of the terms and conditions of the July 1, 2006 through June 30, 2009 Collective Bargaining Agreement and any amendments thereto are hereby extended for an additional year through June 30, 2011 and June 30, 2012.

Article XI. Section 1 - Salaries:
Police Officers shall be paid weekly at the rates set forth as of January 1, 2009 for the duration of the extension of this Agreement.

TOWN OF TIVERTON

By: _____
James C. Goncalo
Town Administrator

LOCAL #406, INTERNATIONAL BROTHERHOOD, POLICE OFFICERS,

By: _____
James McGuinness-Rossi
President