

2011-2012 CBA

BETWEEN THE

TOWN OF SMITHFIELD

AND

THE FOP

FINAL VERSION

July 27, 2011

**AGREEMENT BETWEEN
THE TOWN OF SMITHFIELD, RHODE ISLAND
AND
SMITHFIELD LODGE NO. 17,
FRATERNAL ORDER OF POLICE
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012**

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AGREEMENT

This agreement is made and entered as of the 1st day of July, A.D. 2011 by and between the Town of Smithfield ("Town" or "Employer") and the Smithfield Lodge No. 17 of the Fraternal Order of Police ("F.O.P." or "Union"). It is made and entered into pursuant to the provisions of the R.I.G.L. 28-9.2-1 et seq., known as the "Policemen's Arbitration Act".

It is the purpose of this agreement to carry out the policy of the Town by encouraging a more harmonious and cooperative relationship between the Town and its Police Department by providing for procedures which will facilitate free and frequent communication between the Town and its police officers. By means of this agreement, therefore, the signatories hereto will endeavor to improve the standards of service to the people of the Town and agree further that high morale and good personal relations are essential to carry out this end.

WITNESSETH:

ARTICLE I RECOGNITION

Section 1.

The Town recognizes the F.O.P. as the sole and exclusive bargaining agent for all active, sworn full time police officers of the Smithfield Police Department ("Department or SPD"), specifically excluding however the positions of Chief of Police and Deputy Chief of Police, for the purpose of collective bargaining as to wages, rates of pay, hours, working conditions and all other terms and conditions of employment.

Newly appointed police officers of the SPD shall serve a probationary period of one (1) year (365 days), which commences after graduation from the Rhode Island Municipal Police Academy and upon the newly appointed police officer taking of the sworn oath of office. All references to an employee covered by this Agreement as well as the use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female officer.

Section 2.

The rights of the Town and its police officers shall be respected and the provisions of this agreement shall be observed for the orderly settlement of all questions.

The F.O.P. recognizes that except as specifically limited, abridged or relinquished by terms and provisions of this agreement, all rights to manage, direct or supervise the operations of the police department and its employees are vested solely in the Town.

Section 3.

The Town shall not discharge or discriminate in any manner whatsoever against any police officer of the Town because of membership or participation in activities of the F.O.P.

Section 4.

All police officers of the Town who are officers of the F.O.P. or who are appointed as members of the collective bargaining negotiating committee of the F.O.P. but not to exceed three (3) in number, shall be allowed time off, with pay, for attendance upon official F.O.P. business in negotiations and/or conferences with the Town, without the requirement to make up such time, upon prior approval from the Chief of Police, which approval shall not be unreasonably withheld; however, nothing herein recited shall be construed as limiting said collective bargaining negotiating committee to (3) members.

Section 5.

The Town shall retain all other rights and responsibilities inherent in the Town Council and the Chief of Police by virtue of statutory and charter provisions and departmental rules and regulations which are not inconsistent with the terms of this agreement. Such rights and responsibilities shall include, but not limited to, responsibilities for the efficient operation of services of the department, administration of the department, discipline of its members, enforcement and execution of all laws, ordinances, rules and regulations of the department, directing the work of police officers, and disciplining officers consistent with the Law Enforcement Officer's Bill of Rights.

Section 6.

The Town agrees to make weekly payroll deductions for union dues and/or service charges for all employees covered by this agreement, the amount of which is to be set by the F.O.P. and remitted to it on a monthly basis.

Section 7.

The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any dues deduction taken by the Town under the provisions of Section 6 above.

Section 8.

Whenever used in this Agreement, the terms "member," "officer" or "employee" shall have the same meaning, which is: active, full-time, permanent, sworn, paid police officer of the Town of Smithfield who are covered by Article I, Section 1, of this agreement. Officers who are on leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other Sections of this Agreement or as may otherwise be provided for by law.

ARTICLE II

SENIORITY

Section 1.

Seniority of police officers of the Smithfield Police Department shall be computed according to rank, and according to continuous service in rank. In the case of patrolman, seniority shall be computed according to the continuous service dating back to the original date of employment as a full time police officer for the Town, conditional upon subsequent successful completion of the Municipal Police Academy training.

When more than one officer is hired on the same date, seniority shall be based on the academic rank at the completion of training at the Rhode Island Municipal Police Academy.

In the event that one of these officers has already successfully completed training at the Rhode Island Municipal Police Academy when hired by the Town of Smithfield, then the

officer already in possession of a Rhode Island Municipal Police Training Academy certification shall have seniority over the other officers hired on the same date.

In the event more than one officer is hired and has already completed the Rhode Island Municipal Police Academy, then seniority shall be based on academic rank if the two or more are from the same class. If two or more officers are hired and have completed the Rhode Island Municipal Academy from different classes then the first police officer to complete his/her certification shall have seniority.

Section 2.

The computation of "continuous service", as hereinabove referred to, shall include such period of time as a police officer of the Smithfield Police Department, after his date of original employment, shall be engaged in involuntary active duty in the armed forces of the United States: provided, however, that such period of involuntary active duty shall not include a period of voluntary re-enlistment or other voluntary extension of military duty beyond the time of the original period of such involuntary active duty.

Section 3.

Full time police officers covered by this agreement shall have the right of first choice of preference on any special detail period. A rotating list shall be established and each detail shall be assigned according to the provisions of Article XIV, Section 3(c) of this agreement.

Section 4.

Consistent with the efficient operation of the Smithfield Police Department, non-probationary police officers shall be allowed to choose their work shifts annually on a seniority basis. Such choices shall be made no later than June 23rd of each year and shall not be used as a squad change. Shift assignments will be implemented by July 1st.

Section 5.

- (a)(1) Each shift shall be assured of sufficient police personnel as determined by the Chief of Police: provided however, all three (3) shifts (i.e., 8:00am – 4:00pm, 4:00pm – 12:00mn and 12:00mn – 8:00am) of the Uniform Patrol Division shall be manned with at least two (2) squads. The composition of said squads

shall be as set forth in the duty roster attached hereto, marked Exhibit A and merged herein.

- (a)(2) The staffing of each workshift shall consist of a minimum of four patrol officers "available for calls" to ensure that the patrol division is adequately staffed. The term "available for calls" is understood to mean that patrol officers are readily available to respond to calls for service. Patrol officers given other assignments, that are known in advance to last more than two (2) hours in duration, such as in-service training sessions, are deemed "not readily available for calls". This agreement is not intended to cover front communication center desk assignments during breaks, attendance at meetings or other assignments that last less than two (2) hours in duration. They will not require additional staff coverage. This agreement is not retroactive. It will become effective on 1/2/06.
- (a)(3) If a suspect is arrested during a patrol shift and a patrol officer must be assigned to the Prisoner Monitoring Room, staffing may fall below four (4) patrol officers available for calls for the remainder of that patrol shift. However, if the suspect will be held into the next patrol shift for more than two (2) hours in duration, causing staffing on the next shift to fall below four (4) patrol officers available for calls, then a patrol officer shall be called back to ensure that a minimum of four (4) patrol officers are available for calls. This understanding is not retroactive.
- (a)(4) Notwithstanding any provision of this collective bargaining agreement to the contrary, Third Shift order-backs, to include order-backs for Third Shift prisoner watch assignments, shall only occur to the extent that it is necessary to accomplish the minimum staffing requirement of 5 officers "available for calls," at least one of whom is a supervisor. This minimum staffing may consist of either 1 supervisor and 4 patrol officers or 2 supervisors and 3 patrol officers. Consistent with existing provisions of the collective bargaining agreement, the Department shall attempt to fill Third Shift patrol vacancies to satisfy Exhibit A

staffing requirements, and attempt to fill prisoner watch assignments to ensure that 4 patrol officers are "available for calls." However, when officers decline to voluntarily accept these Third Shift overtime opportunities, then order-backs shall only be made to satisfy the minimum staffing requirement of 5 officers "available for calls," at least one of whom shall be a supervisor, as set forth in the paragraph above.

This subsection [(a)(4)] shall cease to have effect after June 29, 2012.

- (b) When the Chief of Police determines it to be in the best interests of the Town, he shall fill any single shift vacancy. Consistent with the efficient and effective operation of the Department, any such vacancy shall be filled by police officers in order of seniority within a rank. All patrol officer vacancies shall be filled by a patrol officer, and all supervisor vacancies shall be filled by a supervisor, except as provided herein. A sergeant's vacancy shall be offered first to sergeants, then to lieutenants, and then to captains. It shall then be offered to patrol officers, provided, however, that a patrol officer can fill a vacancy created by a supervisor only if another supervisor is working on the shift. A lieutenant's vacancy shall be offered first to lieutenants, then to sergeants, and then to captains. It shall then be offered to patrol officers, provided, however, that a patrol officer can fill a vacancy created by a supervisor only if another supervisor is working on the shift. In the event such single shift is not filled using this method, it shall be filled in accordance with Article IV, §4(d) and (e).
- (c) No officer may voluntarily sign up for more than two (2) vacancies in a week (i.e. Sunday to Saturday) that would cause sixteen consecutive hours of work. No officer shall be called back to work a third vacancy in a week if working that third vacancy causes the officer to work a third sixteen consecutive hour work day in the same week, except in an emergency as so designated by the Chief.

Once an officer signs up to fill two vacancies in a week (i.e. Sunday to Saturday), he/she shall not be allowed to sign up to fill a third vacancy in that

same week, notwithstanding the officer's seniority, until other officers holding that same rank shall have the opportunity to fill the vacancy.

- (d) No officer may bump another officer from any single shift vacancy within 48 hours of the commencement of such vacancy.

Section 6.

In the event that it shall become necessary for the Town to lay off police officers of the Smithfield Police Department, such lay offs shall be of those police officers of the Smithfield Police Department with the least amount of seniority. Police officers laid off in accordance with this section shall be recalled in reverse order of their layoff, provided that each officer: (1) resumes employment within thirty days of the offer to rehire; (2) satisfies entry-level physical requirements of a full-time police officer; and (3) the period of layoff is not in excess of three (3) years. Officers who are recalled shall be restored to their position of police officer at the same rank and seniority held prior to their departure. During the period of layoff, officers are responsible for keeping the Town apprised of their current address and phone number.

Section 7.

Every reasonable effort will be made to fill permanent vacancies in the total number of authorized police officers within 120 days of the actual vacancy.

Section 8.

Notwithstanding the provisions of Article II, Section 1, whenever an officer is reduced in rank for whatever reason, his rank seniority in the higher rank shall not be utilized in determining his rank seniority in the lower rank. However, the officer will receive credit for the time he spent in the lower rank. For example, a lieutenant who has held that rank for five (5) years and who is demoted to the rank of sergeant shall only receive credit for the years he was a sergeant in determining his rank seniority after the demotion.

ARTICLE III
SCOPE OF EMPLOYMENT

Section 1.

The duties of the police officers of the Smithfield Police Department shall be the repression and prevention of crime, the enforcement of Town ordinances and the statutes of the State of Rhode Island and such other and necessary administrative and service functions as may be prescribed by the Town in accordance with the provisions of its ordinances or the statutes of the State of Rhode Island, in such cases made and provided.

Section 2.

Police officers shall not be required to perform any maintenance on police vehicles. This provision shall not however restrict the Town from requiring officers to keep the vehicles clean, properly fueled and at a proper oil level.

Section 3.

Whenever a police officer's shift is changed, he shall be furnished a definite and positive reason or reasons for such change, provided a request in writing for such reason is made by such police officer within five (5) working days of notification and addressed to the Chief of Police or Acting Chief. The Chief or Acting Chief shall provide reasons, in writing, within five (5) working days. When a police officer requests a change in shift, other than the police officer's selection in July, he must state in writing his reason for requesting said change of shift.

ARTICLE IV
HOURS OF EMPLOYMENT
OVERTIME, CALL BACK AND COURT TIME

Section 1. Hours

- (a) The regular work week for police officers of the Smithfield Police Department, excepting the members of the Detective Division and such other police officers whom the Chief of Police may from time to time designate, shall be thirty-seven

and one-half (37½) hours, consisting of four (4) days of eight (8) hour tours of duty each, followed by two (2) consecutive days off after such fourth day.

- (b) The regular work week for the members of the Detective Division and such other police officers whom the Chief of Police may from time to time designate, shall consist of five (5) days of eight (8) hour tours of duty each, Monday through Friday of each week, followed by two (2) consecutive days off (Saturday and Sunday of each week).
- (c) Officers who work the midnight to 8:00 a.m. shift when the clocks are turned back in the fall shall be compensated for the additional hour worked at their overtime rate of pay.
- (d) Officers who work the midnight to 8:00 a.m. shift when the clocks are moved forward in the spring shall be required to work a full eight-hour shift beginning at midnight and ending at 9:00 a.m.

Section 2. Tour of Duty Switch

Police Officers shall be allowed to make switches in tours of duty with another officer consistent with the provisions as set forth below.

Any shift switch shall be restricted to a patrol officer for a patrol officer, or supervisor for supervisor. The term supervisor as used in this section refers to a Sergeant or Lieutenant. Notification of shift switches shall be submitted in writing in advance to the Officer in Charge or Uniform Commander on a notification form provided by the Chief. Shift switches shall not be allowed if they interfere with scheduled training, or with court appearances, and the officer shall verify same on the notification form.

In addition, no more than two patrol officers and no more than one supervisor shall be allowed to switch if from different shifts. To ensure that no more than the maximum number of officers and/or supervisors are switching shifts, officers and/or supervisors shall be required to check with the Uniform Commander or Officer in Charge before switching their shifts. There shall be no limitation on the number of officers or supervisors allowed to switch shifts if they are from the same shift.

Section 3. Overtime

Whenever a police officer of the Smithfield Police Department works beyond eight (8) hours of continuous service in any given day, or in excess of his regular work week, he shall be compensated, in money, at a rate of time and one-half for each hour in excess of such regular eight (8) hour shift, with no minimum period of time.

Section 4. Call Back

- (a) Police officers of the Smithfield Police Department called back to duty when off duty shall be compensated per hour at a rate of time and one-half of their regular salary, with a minimum of four (4) hours.
- (b) For staff meetings, all superior officers in attendance who are not on duty and who are called back shall be compensated per hour at a rate of time and one-half of their regular salary, with a minimum of two hours.
- (c) All police officers called back for breathalyzer certification shall be paid callback pay at time and one-half (1½) with a minimum of two (2) hours.
- (d) Call back for all regular police officers, for the purpose of shift vacancies, shall be administered on a rotating list, starting with the junior officer within each rank, with said list to be in effect annually from July 1 through June 30.
- (e) No police officer will be called from leave or for the period of sixteen (16) hours prior to the commencement of leave and the period of sixteen (16) hours following the completion of leave, except in cases of emergencies.
- (f) Consistent with the efficient and effective operation of the Department, no officer will be called back to fill a patrol vacancy on an officer's scheduled day off.

Section 5. Court Time

Police officers of the Smithfield Police Department who are required to be in attendance at any court involving a criminal, civil or administrative proceeding arising out of their service in said department, shall be compensated at time and one-half per hour at the rate of their regular salary, with a minimum of four (4) hours. The computation of the hours under this section shall commence from the designated hour of court attendance, and in addition

thereto, the time of travel of the police officer to and from such court. Should such attendance by such police officer be during his regular tour of duty, the provisions of this section shall not apply, however, the provisions of Section 3 of this Article shall prevail where applicable.

Whenever an off-duty police officer is placed on court standby but is not required to attend a court session, he shall be paid two (2) hours at time and one-half of the rate of his regular salary.

Section 6. Special Details and Field Training Officers

Special detail shall mean such services performed by the police officers of the Smithfield Police Department for which a person or party other than the Town is liable, or pays, for such service. Whatever hours are engaged in such special detail shall not be considered in determining overtime as set forth in Section 3 of Article IV hereof.

At the completion of a field training officer cycle, participating field training officers shall receive sixteen (16) hours of annual leave, regardless of the number of new officers trained during the cycle. Such annual leave will be recorded at straight time and shall not be recorded at a rate of time and one half.

Section 7.

Police officers of the Smithfield Police Department shall be ordered for "call back" and for attendance at court, in such instances when it is reasonably certain that their services and attendance will be necessary; and as soon as such services and attendance are completed, they shall be relieved of such order.

ARTICLE V

LEAVE AND HOLIDAYS

Section 1. Annual Leave

- (a) Police officers of the Smithfield Police Department who have been in continuous service of the Town for the periods of time as herein set forth, shall be granted the following annual leave for such periods of continuous service:
 - (i) After one (1) year, sixteen (16) working days.

- (ii) After five (5) years to the completion of ten (10) years, twenty (20) working days.
- (iii) After ten (10) years to the completion of fifteen (15) years, twenty-four (24) working days.
- (iv) After completion of fifteen (15) years, twenty-nine (29) working days.
- (v) Those police officers of the Smithfield Police Department who are employed on a 5-2 work schedule shall be granted one (1) day of annual leave in addition to the respective periods continuous service hereinabove set forth.
- (vi) On or after January 1, 1979 continuous service for the purpose of annual leave shall include all time accumulated from the time a person starts employment with the Smithfield Police Department as a police officer trainee, attendance at the Municipal Police Training Academy and probationary period, resulting in appointment as a permanent officer.
- (b) The allocation of dates of annual leave shall be first according to rank and then according to seniority.
- (c) Consistent with the efficient and effective operation of the Department, police officers shall be granted annual leave provided they submit their request in writing seventy-two (72) hours in advance.
- (d) Annual leave may not be taken in amounts less than one (1) working day.
- (e) Police officers of the Smithfield Police Department shall be allowed to accumulate their respective annual leave over a period of two (2) years and upon written request paid for such accumulation.
- (f) Any police officer who, with the approval of the Chief of Police, takes a leave of absence without pay shall cease to accrue annual leave as well as the other benefits (except health benefits) contained within this collective bargaining agreement.

Section 2. Holidays

- (a) The following holidays shall be paid holidays for all police officers of the Smithfield Police Department:

New Years Day	Veteran's Day
Fourth of July	Washington's Birthday
Memorial Day	RI Independence Day
Victory Day	Thanksgiving Day
Labor Day	Christmas Day
Columbus Day	Martin Luther King Day
Easter	

- (b) Holiday pay shall be compensated at the rate of one (1) day of the police officer's annual salary; and holiday pay shall be paid to each officer in addition to his salary, whether or not such police officer works on such holiday. If a police officer is assigned to work on a holiday, it will be at the rate of time and one-half in addition to holiday pay.
- (c) Members of the Detective Division, and such other personnel whom the Chief of Police may from time to time designate, shall not be required to work on holidays set forth in Section 2 (a) hereof.
- (d) On the holidays of Christmas, New Year's Day and Thanksgiving, a police officer is required to get his own replacement for his regular scheduled shifts from 8:00 a.m. the day preceding the holiday to 8:00 a.m. the day following the holiday.
- (e) Sworn department members working signed vacancies or order back vacancies on Thanksgiving and Christmas Day shall receive four (4) hours pay, in addition to holiday pay and time and one-half.
- Sworn department members working on Thanksgiving and Christmas Day pursuant to a shift swap shall receive four (4) hours pay, in addition to holiday pay. These members shall not receive an additional time and one-half.

ARTICLE VI
CLOTHING ALLOWANCE

Section 1.

The Town shall grant to every police officer of the Smithfield Police Department, after the first year of continuous service, an annual clothing allowance, which shall be used only for the purchase of mandatory police uniforms, uniform accessories, police equipment, etc., in the sum of Seven Hundred and 00/100 (\$700.00) Dollars.

Section 2.

The Town shall replace and repair clothing and other personal property of police officers of the Smithfield Police Department, which may be damaged or destroyed in the line of duty.

Section 3.

The Town shall supply to each newly appointed officer, as a regular member of the Smithfield Police Department a complete new uniform to consist of the following articles:

Winter Jacket, $\frac{3}{4}$ length, black
Winter Pants, (2 pair)
Winter Shirt (4)
Winter Hat, Garrison
Gloves
Dress Uniform Jacket, Gray
Dress Uniform Shirt, Gray
Gun Belt
Stinger Flashlight with Charger and Case
Dress Shoes, Black
Ties, Black (2)
Socks, Black (5 pairs)
Rain Coat
Reflective Traffic Safety Vest
Hat Covers (2)

Boots, Black, stretch-type
Summer Pants (2 pairs)
Summer Shirts (4)
S.P.D. Pins for Shirt
Rubbers
Jacket, light weight, Black
Turtleneck
Baseball type cap
Sweater
Bullet proof vests (to be replaced every five years)
Winter snowsuit
Any other clothing or equipment required by the Chief or the Department's policies.

Section 4.

The Town shall grant to every police officer of the Smithfield Police Department the annual sum of Eight Hundred Fifty Dollars (\$850.00) for the cleaning and maintenance of their police uniforms; and said amount shall be paid within thirty (30) days of July 1, or within thirty (30) days of the execution of this agreement, which ever is later. Effective 7/1/04, said cleaning and maintenance allowance shall increase to One Thousand Dollars (\$1,000.00).

ARTICLE VII

SICK, BEREAVEMENT AND EMERGENCY LEAVE

Section 1. Sick Leave

- (a) The Town shall grant to each police officer of the Smithfield Police Department sick leave at the rate of fifteen (15) working days per year; and such sick leave may accumulate up to one-hundred twenty (120) working days. Commencing July 1, 1988, a police officer, at his option, will be awarded one (1) additional annual leave day for each five (5) sick days accumulated in excess of

one-hundred twenty (120). The Town may grant such additional days of sick leave as it may determine in its sole discretion.

- (b) Sick leave shall be granted for the following defined reasons:
 - (i) Illness or physical incapacity of the police officer, which renders him unfit to perform the duties of his current assignment or service.
 - (ii) Quarantine as established and declared by the Rhode Island Department of Health, or other competent authority, for the period of such quarantine.
 - (iii) Illness or physical incapacity of the police officer's spouse, child, or household member, where the illness or physical incapacity requires the police officer's attendance upon the spouse, child or household member, not to exceed, however, seven (7) days in any quarter nor fifteen (15) days annually.
- (c) Sick leave up to and including four (4) consecutive work days may be taken without the necessity of a certificate of a physician; provided, however, that any police officer of Smithfield Police Department on sick leave maybe examined by a physician at the discretion of the Chief of Police or the Town and said physician shall be paid for by the Town.
- (d) Sick leave shall not be regarded as any part of bereavement leave, emergency leave or annual leave.
- (e) A police officer of the Smithfield Police Department, upon termination of employment with the Town shall be paid for accumulated sick leave not exceeding one-hundred (120) working days.
- (f) Any police officer taking leave of absence without pay shall cease to accrue sick leave entitlements during the period of such absence.

Section 2. Bereavement and Emergency Leave

- (a) The Town shall grant to each police officer of the Smithfield Police Department bereavement leave up to three (3) working days in the event of a decease of such police officer's mother, father, wife, husband, child, brother, sister,

significant other (defined as unmarried companion domiciled with the officer), step-mother, step-father, grandfather, grandmother, mother in-law or father in-law. One (1) day of such leave will be granted for attendance at the funeral of a step-brother or step-sister. Bereavement leave shall not be regarded as any part of sick leave or annual leave.

- (b) Requests for emergency leave shall be made directly to the duty Patrol Shift Supervisor (for Patrol Division members), Detective Commander (for Detective Division members), or Deputy Chief (all others). Upon returning for duty, police officers shall submit an inter-departmental memorandum describing the emergency situation, as well as evidence of such emergency. The memorandum shall be completed and forwarded to the Police Chief on the police officer's first day of duty after return from the emergency situation. The Chief, in his discretion, may deduct said emergency leave from the officer's accrued annual and/or sick leave entitlements.
- (c) Leave due to job related injuries shall not be regarded as any part of sick leave or annual leave.

ARTICLE VIII

RULES AND REGULATIONS

Section 1.

The Town shall furnish each police officer of the Smithfield Police Department a complete set of the Rules and Regulations governing the Smithfield Police Department.

Section 2.

All general orders and memorandums shall be kept in a file cabinet in order that all members of the Smithfield Police Department shall have access to them on a 24-hour basis. The location of this cabinet will be determined by the Chief of Police.

ARTICLE IX

SALARIES

Section 1.

- (a) The annual salaries of police officers of the Smithfield Police Department during the term of this collective bargaining agreement shall be as follows:

Position	FY 11-12	
	Weekly	Yearly
1 st year Patrol Officer	\$854.95	\$44,457.40
2 nd year Patrol Officer	\$910.39	\$47,340.28
3 rd year Patrol Officer	\$965.83	\$50,223.16
Patrol Officer	\$1,021.26	\$53,105.52
Detective Patrol Officer	\$1,076.70	\$55,988.40
Sergeant	\$1,132.13	\$58,870.76
Detective Sergeant	\$1,187.57	\$61,753.64
Lieutenant	\$1,243.01	\$64,636.52
Detective Lieutenant	\$1,298.44	\$67,518.88
Captain	\$1,353.88	\$70,401.76

- (b) For the period of July 1, 1991 through June 30, 1993 police officers of the Smithfield Police Department who are permanently assigned to the Detective Division are to be paid at the rate of one rank higher than the normal rank they have attained. This is to ensure that the Detective Division has personal on call at all times. However, this is not a payment in lieu of overtime or call back. After July 1, 1993 the salaries for police officers permanently assigned to the Detective Division shall be computed in accordance with the schedule set forth in Section 1 (a) above and included in the salary schedule will be the ranks of

Detective Patrolman, Detective Sergeant and Detective Lieutenant. In addition, this provision shall not apply to any patrol officer temporarily assigned to the Detective Division.

- (c) Each Sergeant, Lieutenant and Captain who serves a full work week on the third shift shall be paid fifteen (\$15.00) Dollars in addition to his pay for that week.
- (d) Dismissal of any employee during the first year of the probationary period is solely a matter of Town discretion and shall not be subject to the grievance or arbitration procedure contained in this agreement.
- (e) All employees hired before July 1, 1995 and have the rank of patrolman, and have completed one full year on the job, shall receive Top Patrolman rate.¹ Only officers hired after July 1, 1995 will have a four-step system, which will consist of a pay grade for each year as a patrolman. An Officer will reach Top Patrolman rate after the third completed year on the job and will use the hire date as the date to determine the four-step pay grade for Patrolman rate for officers hired after July 1, 1995.
- (f) On June 30, 2002, the Top Patrol Officer's base salary will be compared with the Top Patrol Officer's base salary in other Rhode Island municipal police departments and the Rhode Island State Police. If the base salary for the Smithfield employees at the Top Patrol rate is below 15th position in the State, then the Smithfield Top Patrol Rate shall be increased by \$25 per week or by the amount necessary to achieve 15th position, whichever is less. All higher/lower ranks will receive the same dollar adjustment as top patrol officers and will maintain the \$50 difference between all eleven pay grade/scale.

¹ Edward Dolan will not have the new wage schedule for new hires applied to him. He was hired in 1994.

ARTICLE X
LONGEVITY

Section 1.

The Town shall pay each police officer of the Smithfield Police Department, who has been in continuous service as such police officer for a period of five (5) calendar years, as determined from the date of appointment to said police department, a longevity supplement to basic salary according to the following schedule:

<u>Year of Service</u>	<u>Years Completed</u>	<u>Longevity Supplement Percentage</u>
6 th	5	5.0%
7 th	6	5.5%
8 th	7	6.0%
9 th	8	6.5%
10 th	9	7.0%
11 th	10	7.5%
12 th	11	8.0%
13 th	12	8.5%
14 th	13	9.0%
15 th	14	9.5%
16 th	15	10.0%
17 th	16	10.5%
18 th	17	11.0%
19 th	18	12.0%
20 th to retirement	19+	13.0%

Section 2.

Such longevity payment shall be made to each eligible police officer on a weekly basis commencing with the first pay day of the service year in which the amount on entitlement starts; such weekly payment shall be equal to 1/52 of the total annual longevity payment entitlement.

ARTICLE XI

PENSION

Section 1.

(a) Officers who participated in the John Hancock Pension Plan and who retired prior to July 30, 2005 shall be entitled to the same benefits as provided by Group Annuity Contract Number: 2484GAC, between the Town and John Hancock Life Insurance Company, for the benefit of the police officers of the Smithfield Police Department. The Town shall fully fund said pension benefits through the John Hancock Plan or a successor plan. The Town will guarantee payment of said pension benefits for officers who retired prior to July 30, 2005. Police officers covered by this agreement who retired under the John Hancock Plan after July 1, 1992 shall be entitled to a three percent (3%) compounded cost of living increase on each anniversary date of retirement.

(b) All police officers who retire after July 30, 2005, shall participate in the State Retirement System for municipal police employees with a 20-year retirement and Plan C COLA, in lieu of the John Hancock plan or a successor plan.

Participants in the State Plan, as well as the Town of Smithfield, shall contribute such amounts as may be required pursuant to the State Plan.

(c)(1) For disability pension calculation purposes, for officers who retired before July 30, 2005, base salary shall include only the retiring officer's base salary, overtime and longevity supplement set forth in Article IX and X, it being expressly understood that accumulated vacation and sick days shall be excluded from such calculations.

(c)(2) For regular and disability pension calculation purposes, for officers who retire on or after July 30, 2005, base salary shall be as defined by the State Retirement System.

(d) The Town will guarantee that employees who have retired pursuant to the John Hancock Plan or any successor Town Plan (not administered by the State) will receive the retirement benefits that were applicable to them as of the date on

which they retired, including but not limited to, applicable cost of living adjustments.

In recognition of the Town's agreement to guarantee payment of pension benefits, the Union will obtain waivers from all retirees and all current employees authorizing the transfer of all of the assets of the Hancock Plan to a successor plan. The parties recognize that this may require the establishment of a successor plan to the John Hancock Plan. The terms of any such successor Plan shall not diminish any of the benefits guaranteed to employees who already have retired as of the date of the establishment of the successor Plan.

Section 2.

The vested percentage, in said existing pension plan, to be used in determining the pension benefit for a participant (a police officer of the Smithfield Police Department) whose termination date occurs prior to his retirement date, shall be based on his completed years of service on his termination date in accordance with the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>
0-10	0%
10 or more	100%

Section 3.

A pension committee shall be established to administer the pension plan. This committee shall consist of the Town Manager, two individuals appointed by the Town Manager with the approval of the Town Council and two members appointed by the Union. Each member shall have an equal vote.

Section 4.

Upon request of the Fraternal Order of Police Lodge #17, the Town of Smithfield shall release all pension documents in the Town's possession and readily available, within a reasonable period of time, whether the documents refer to the existing John Hancock plan or

another pension plan in effect at a later time. The town shall further not prohibit the release of any pension documents in the possession of John Hancock or a successor company.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1.

For the purpose of this agreement, the term's "grievance" means any difference or dispute between the Town and any employee with respect to the interpretation, application or violation of any of the provisions of this agreement.

Section 2.

Step 1:

When an employee covered by this agreement and/or Smithfield Lodge #17, Fraternal Order of Police, believes there is a grievance, the grievance shall be submitted in writing to the Chief of the Department, or in his absence, to the Acting Chief, within fourteen (14) calendar days of its occurrence. Submitted grievances shall contain at a minimum the name of the aggrieved employee, a written statement of the grievance and the facts upon which it is based, a written allegation of the specific wrongful act and harm done, and a written statement of the remedy or adjustment sought. Within fourteen (14) calendar days after receipt of said grievance, said Chief or Acting Chief, shall discuss said grievance with the police officer or police officers and the FOP representative and shall issue a written answer to the grievance. Such answer must contain a decision on the merits of the grievance. If no decision is received from the Chief or the Acting Chief within the time specified, and the time to answer has not been extended by mutual agreement of the Chief, the grievant or Union, the grievance will be deemed to have been denied.

Step 2:

(a) If the grievance has been denied and, if, in the judgement of the Executive Committee of the Union, the nature of the grievance justifies further action, it shall, within fourteen (14) calendar days of the Chief's decision, or within fourteen (14) calendar days of when he could have acted, through the President and/or Executive Committee of Smithfield

Lodge #17, Fraternal Order of Police, present the grievance, in writing, and signed by an officer of the Local to the Town Manager, with any additional supporting material as to why the Chief's original denial should be reversed.

(b) The Town Manager shall respond to the grievance within twenty-one (21) calendar days of receipt. If either party feels it is necessary to amplify the reasons for the grievance, the Town Manager shall meet with the individual or individuals involved and the President or the executive committee of the F.O.P. as determined by the F.O.P. and the Police Chief for the purpose of conducting a hearing on the grievance. Each side shall be entitled to call witnesses and submit material in support of its position. All parties are entitled to be assisted by counsel provided at their own expense at such hearing.

Any hearing requested shall be held within twenty-one (21) calendar days of the date on which it is requested. The Town Manager shall render his decision on the merits of the grievance within twenty-one (21) calendar days of the aforementioned hearing, or within twenty-one (21) calendar days of receipt of the grievance, whichever is later.

(c) If no decision is received from the Town Manger within the time specified in (b) above, and the time to answer has not been extended by mutual consent of the Town and the Union, the grievance shall be deemed to have been denied.

Step 3:

(a) If either party to this agreement desires to proceed further with the grievance after the provisions of Step 2 have been compiled with, it shall notify the other party to this agreement in writing within fourteen (14) calendar days after receipt of the written decision, or within fourteen (14) calendar days of the date on which a decision should have been rendered under (b) above, that it is referring the matter to the American Arbitration Association in accordance with its rules then obtaining.

(b) The Arbitrator shall render his or her decision within thirty (30) days from the date of the conclusion of arbitration hearings in accordance with the rules and regulations of the American Arbitration Association. The decision handed down by this arbitrator shall be final and binding upon all parties to this agreement.

(c) Fees and necessary expenses of the arbitrator shall be borne by the losing party.

(d) The arbitrator shall have no authority to add to or subtract from the terms of this agreement.

Section 3.

Any grievance instituted by any police officer or police officers may be withdrawn by notice, in writing, addressed to the Chief of Police, the President or Vice President of the F.O.P., or the Town Manager in the respective stages of the presentation of such grievance as herein set forth.

Section 4. Reprimands

Any reprimand issued by the Chief of Police or his designee shall be reviewable in accordance with the grievance and arbitration procedures of this Agreement.

ARTICLE XIII

HEALTH INSURANCE

Section 1.

(a)(1) Effective July 1, 2011, the Town shall provide all married officers family health coverage and all single officers individual coverage with Blue Cross Blue Shield of Rhode Island's HealthMate Coast-to-Coast with a \$5/\$10/\$10 (specialty drugs) prescription co-payment and chiropractic rider (6 visits annually) (hereinafter "HealthMate Coast-to-Coast").

Officers shall assume twenty percent (20%) of the cost of providing the aforementioned coverages, not to exceed \$1,500 annually.

(a)(2) Effective January 1, 2012, all active officers shall be covered by the Blue Cross HSA \$1,500/\$3,000 deductible, HealthMate Coast-to-Coast Plan with family coverage (when applicable) or individual coverage. The Town shall fund each officer's HSA account with \$3,000 for a family plan or \$1,500 for an individual account on January 1 of the contract year. Each officer shall reimburse the Town in the amount of \$1,500 over the course of the calendar year through weekly payroll deductions.

An officer who leaves Town employment during the calendar year shall pay to the Town within 30 days of the date of separation any portion of the HSA deposit which has not been reimbursed to the Town. The Town may deduct said unreimbursed funds from any monies due to be paid to the officer by the Town upon separation from employment.

An officer hired during the calendar year shall receive healthcare coverage under Article XIII, Section 1(a)(1) above for the remainder of that calendar year, and thereafter shall receive healthcare coverage under this Article XIII, Section (1)(a)(2).

Any officer, spouse or dependent who elects continued healthcare coverage pursuant to COBRA shall be covered under Article XIII, Section (1)(a)(1) above at their own expense.

- (a)(3) Within thirty (30) days of the conclusion of the 2011-2012 contract year, the Town shall divide equally among all officers twenty percent (20%) of the actual savings realized by the Town in the 2011-2012 contract year as a result of the change to the HSA Plan.
- (b) The Town shall provide Delta Dental Level I, Level II, Level III and Level IV Individual or Family Coverage, as appropriate, for members of the Smithfield Police Department. Said coverage shall include Delta Dental Student Rider.
- (c) The Town agrees to allow retired members of the Smithfield Police Department, at their own expense, to remain on any benefits of subsections (a) and (b) that the member selects. If a retired member selects to remain with the Town plan and subsequently leaves the plan for any reason, it shall be solely within the discretion of the Town Manager to allow him to reenter the plan.
- (d) The Town shall pay, as hereinafter indicated, for continued full family or individual health care for every member of the bargaining unit who takes a normal retirement on or after July 1, 1988. The Town's obligation shall continue until (1) the retiree or his spouse receives health coverage from another employer or (2) the retiree becomes eligible for Medicare or another

federally subsidized health care program. If the health care coverage offered by the new employer provides a lesser level of benefits than the Town Plan, the Town shall pay to the health care provider the additional premium required to provide benefits comparable to the Town Plan. If the health care program provided by another employer of the retiree or his spouse ceases to be provided at any time before the retiree becomes eligible for Medicare or another federally subsidized health care program, then the Town's obligation to pay for health coverage as aforesaid shall resume.

A normal retirement shall be any of the following:

- (1) Retirement after a minimum of twenty (20) years of service and/or purchased military time.
 - (2) Retirement after a minimum of ten (10) years of service at a minimum of fifty-five (55) years of age.
- (e) Each year, employees who are on pension, shall be required to sign an affidavit as to any other medical coverage they or their spouse may have. Such affidavit shall be sent to each employee no later than May 1 of each contract year and shall be submitted to the Town no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Town in a timely fashion, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.
- (f) If a husband and wife are both employees of the Town, including the School Department, the Town will pay for "Family" coverage for only one employee, and the other will be covered as an individual. If an officer elects not to receive the health and dental coverages described in Paragraphs a) and b) above, the Town shall pay the officer a lump sum of \$2,000. This payment shall be made to the electing employee in July of each year. An employee shall make his election allowed under this section in writing, addressed to the Finance Director and deliver it to the Finance Director's office. If an employee terminates employment with the Town, the employee agrees to reimburse the Town the

pro-rata share of compensation in lieu of coverages and the Town may set off that obligation from any funds otherwise due the officer.

ARTICLE XIV
MISCELLANEOUS

Section 1.

One official delegate and one alternate of the F.O.P. will be allowed five (5) working days off, without loss of pay, to attend one National and one State convention of Fraternal Orders of Police. Requests for such leave shall be submitted, in writing, to the Chief of Police at least two (2) weeks in advance of such attendance. Such time off shall not be considered as annual, sick or emergency leave.

Section 2.

Police officers shall wear traffic vests for traffic direction and control, consistent with Smithfield Police Department General Orders and Special Orders established by the Chief of Police.

Section 3.

- (a) Police officers of the Smithfield Police Department assigned to perform special details as identified in Article IV, Section 6 hereof, shall be compensated at the rate of Forty-two (\$42.00) Dollars per hour with a four (4) hour minimum guarantee. Any detail that lasts at least fifteen (15) minutes after the hour will be billed for a full hour.

Of the Forty-two (\$42.00) Dollars per hour, Two (\$2.00) Dollars per hour shall constitute an administrative fee which shall be forwarded to the Smithfield Police Department. [Example: an eight hour detail shall result in the private vendor being billed in the amount of Three hundred and thirty-six (\$336.00) Dollars. The police officer shall receive Three hundred and twenty (\$320.00) Dollars, while the Department receives Sixteen (\$16.00) Dollars.]

The Town shall bill third-party vendors for detail pay. A third-party vendor shall be assessed a late fee of 10% of the detail pay if payment is not made to

the Town within thirty (30) days of completion of the officer's detail. The late fee shall be apportioned between the officer and the Town so that the officer receives 10% of his/her detail pay and the Town receives 10% of the administrative fee and vehicle fee (if applicable). The Town shall remit detail pay and any applicable late fee to police officers only after it is paid to the Town by the third-party vendor.

- (b) For such special details that occur on the holidays set forth in Article V, Section 2 as well as Christmas Eve and New Year's Eve, the compensation shall be double the amount per hour, as set forth in Section 3(a) hereof, each with a four (4) hour minimum guarantee. In these instances, Four (\$4.00) Dollars per hour shall constitute an administrative fee which shall be forwarded to the Smithfield Police Department. The holidays shall be considered to commence at 8:00 a.m. on the day of the holiday, up to 8:00 a.m. on the day following each holiday. Christmas Eve shall be considered to commence at 8:00 a.m. on December 24th up to 8:00 a.m. on December 25th, and New Year's Eve shall be considered to commence at 8:00 a.m. on December 31st up to 8:00 a.m. on January 1st. Smithfield Ice Rink special details and Smithfield School Department special details (i.e. dances, basketball games, football games, special events, etc.) shall be exempt from being charged "double" for special details occurring on holidays, and shall be exempt from being assessed the administrative fee and/or the late fee provided for in this Section.
- (c) The Chief of Police, or his designee, shall maintain records of all such special details. Regular police officers may sign up for special details by order of seniority for two (2) details per week. Additional details may be signed for but the officer must designate the order of his preference and can be bumped on any detail over two (2) only by another regular police officer within 48 hours of the commencement of the scheduled detail.
- A police officer may bump an employee not covered by this agreement up to 24 hours in advance of a detail, provided the police officer personally notifies the

bumped employee or an immediate family member at the time the bumping takes place. Details are any special duty paid for by an employer other than the Town. Each request for a detail officer is considered one (1) detail. For details in excess of eight (8) hours, an officer will be paid at time and one-half for each hour over the eight hours.

- (d) Police officers of the Smithfield Police Department engaged upon special details, shall be subject to all rules and regulations of the Smithfield Police Department. Any police officer of the Smithfield Police Department, injured while on assignment for such special details, shall receive the same rights, privileges and benefits to which he may be entitled were he injured while performing his regular police duties as a police officer of the Smithfield Police Department. In addition, the Town shall be responsible for replacing or repairing all damaged or destroyed uniforms and equipment while on these special details.
- (e) For each special detail requiring the presence of more than two (2) police officers, there shall be assigned one (1) sergeant for each three (3) police officers assigned to such detail; and a sergeant and lieutenant shall be assigned for each five (5) police officers assigned to such detail; and a captain shall be assigned for any detail requiring fifteen (15) or more police officers.
- (f) Once an officer has been assigned to perform two special details in any one week (Sunday to Saturday), then the detail officer in filling any additional or special details during that week shall skip over the officer who has already been assigned two special details. However, if the detail is not filled by officers with less than two assigned details, then the detail officer shall offer the detail to those officers who had been skipped over before the detail is offered to non-police personnel.

Section 4.

Any police officer of the Smithfield Police Department may work up to one-half of his annual leave; and for such work, in addition to his regular salary, he shall be compensated on

the basis of his regular salary. This provision shall not apply to a police officer during the last three years prior to his eligible retirement date.

Section 5.

The Town shall continue in effect, and pay the premium therefor, coverage of Fifty Thousand and 00/100 (\$50,000.00) Dollars of life insurance for each police officer of the Smithfield Police Department.

Section 6.

A police officer of the Smithfield Police Department who fills a vacancy within the said department shall, subject to the approval of the Chief, have the option of receiving compensation for the time engaged in filling such vacancy, or of receiving compensatory time in accordance with law. Provided, however, police officers working overtime shifts or vacancies created as a result of reimbursable grants, or overtime shifts or vacancies created as a result of training opportunities made available through reimbursable grants, shall receive compensation and not compensatory time, provided the Chief of Police or his designee has provided advance notification that such overtime shifts or vacancies are related to reimbursable grants and must be taken as compensation.

Section 7.

The Town shall pay all reasonable legal fees that are incurred by a police officer of the Smithfield Police Department in his defense of any charge brought or instituted against such police officer before a court of law and arising out of the performance of his duties and within the scope of his responsibility within the said department, and further within sixty (60) days of his acquittal of said charge or any dismissal thereof.

Section 8.

The Town shall maintain insurance coverage, and pay all necessary costs and premiums therefor, insuring each police officer of the Smithfield Police Department against any claim or legal action for damages instituted against such police officer for any conduct or action arising out of the performance of his duties as such police officer; provided, however, that the following limit of liability shall be included in such coverage:

- (a) One Million (\$1,000,000.00) Dollars any one person or any one accident.

- (b) Five Thousand (\$5,000.00) Dollars deductible provision.
- (c) The above coverage shall be provided if available from insurers; if any item is not available as stated, the maximum amount available shall be provided.

The deductible portion of the policy shall be paid by the Town and not by the police officer.

Section 9.

- (a) The Town shall provide to the police officer of the Smithfield Police Department transportation to and from all required schools for police work or courses. In lieu of providing transportation, the Town may elect to pay said police officer for the use of his own vehicle the sum of twenty (20) cents per mile.
- (b) No reserve officer, trainee or probationary police officer shall attend any police related school, seminar or training session for which he is compensated, provided with transportation, or sponsored by the Smithfield Police Department, unless said school, seminar or training session has been offered to officers who have completed probation. This section, however, shall not restrict the Chief of Police from choosing the applicant he feels best qualified to attend from those full time permanent police officers.

Section 10.

No police officer shall be granted annual or compensatory leave on the holidays outlined in Article V, Section 2, unless said officer obtains his own replacement, if a replacement is required.

Section 11.

Letter of addendum; mustaches.

Section 12.

Deleted by agreement. (scuba equipment).

Section 13.

If a police officer is required to undergo a medical examination, the expense shall be borne by the Town, if not otherwise covered by the officer's health insurance coverage. The

examination shall be limited to the specific injury or condition which caused the officer to undergo the examination and the results shall be furnished to the officer and Chief of Police and shall remain confidential.

Section 14.

Commencing with the fiscal year 1986-87, all new members of the Smithfield Police Department shall maintain a minimum level of physical fitness as established by the Chief. Such standard shall take into account the age of the officer and shall establish (among other things) the maximum permissible weight for different age classifications of officers.

Section 15.

Any resignation shall be submitted, in writing, to the Chief of Police and shall be irrevocable at the expiration of seven (7) days from the date of submission.

Section 16. Operations Sergeant and Floating Supervisor

There is hereby created the position of Operations Sergeant who shall be paid at the level of Sergeant in accordance with Article IX. The position shall be filled annually through an interview process which shall be completed prior to shift assignment (Exhibit A) selections provided in Article II, Section 4. In the event that no Sergeant desires the Operations Sergeant position, it shall be filled by the Sergeant with the least amount of seniority. The Operations Sergeant shall not be included in the minimum staffing schedule and the Town cannot utilize the Operations Sergeant to avoid filling a Sergeant's vacancy in relation to the minimum staffing schedule. The Operations Sergeant shall work five (5) days per week, Monday through Friday, eight hours per day. The Operations Sergeant shall not be scheduled to be on duty on Saturdays, Sundays and Holidays.

In the event that the Town authorizes additional staffing, the Chief may, in his discretion, establish the position of Floating Supervisor. The Floating Supervisor shall hold the rank of Lieutenant and be paid at the level of Lieutenant in accordance with Article IX. The position shall be filled annually through an interview process which shall be completed prior to shift assignment (Exhibit A) selections provided in Article II, Section 4. In the event that no Lieutenant desires the Floating Supervisor position, it shall be filled by the Lieutenant with the least amount of seniority. The Floating Supervisor shall be assigned to the First Shift

and work five (5) days per week, Monday through Friday, eight hours per day. However, the Floating Supervisor shall replace any Lieutenant or Sergeant when a supervisory vacancy occurs in Exhibit A due to sickness, incapacitation, injury, retirement, resignation or assignment to extended training sessions, subject to the following conditions:

- A supervisory vacancy due to the aforementioned conditions must exceed eight (8) working days before the Floating Supervisor may be required to fill same.
- The Floating Supervisor shall receive ten (10) days' notice, prior to being required to fill a supervisory vacancy in Exhibit A.
- The maximum number of days that the Floating Supervisor shall be required to fill a supervisory vacancy in Exhibit A shall be ninety (90) days. At the completion of the 90-day period, or when the Exhibit A supervisor returns for duty, whichever occurs first, the Floating Supervisor shall return to his First Shift, Monday through Friday, schedule.
- The Floating Supervisor shall accrue annual leave pursuant to Article V, Section 1 (a) (v), regardless of any changes in his assigned work schedule.

Section 17.

When a police officer retires and chooses to remain as a reserve officer, the officer will be placed on the reserve list with seniority from his or her date of appointment as an active police officer. Prior reserve time will also be added to seniority. All reserve officers (Constables) must sign the Reserve Officer (Constable) Letter of Agreement approved by CALEA. All reserve officers shall be subject to all Departmental Rules, Regulations and Orders governing Reserve Officers.

Section 18.

- (a) The promotion process shall commence every other year during the first week in March and be completed by June 30th.
- (b) Each applicant for a promotion shall undergo an examination process and shall be awarded up to one hundred (100) points as follows:

- Up to forty-five (45) points to be determined by the results of a written examination to be prepared by an impartial national organization with experience in police examinations.
- Up to twenty-five (25) points to be determined by an oral examination administered by three outside police officers selected from neighboring communities by the Chief of Police. Each member of the oral examination board must be a rank equal to or greater than the vacant position.
- Up to ten (10) points for seniority. One (1) point is to be awarded for each year of completed service within the officer's current rank.
- Up to ten (10) points to be based on the Chief's recommendation and at his discretion. These points must be submitted to the Town Manager prior to the beginning of the examination procedure.
- Up to five (5) points based on the officer's supervisor's recommendation.
- Up to five (5) points for education based on the following schedule:

Associate's Degree - 1 pt.

Bachelor's Degree - 3 pts.

Master's Degree - 5 pts.

College credits are awarded for Law Enforcement degree programs only.

- (c) The points awarded pursuant to the above examination process shall be locked in as of the end of the promotion process (i.e. June 30th in the year of the test).
- (d) Upon completion of the examination process, a promotional list shall be created and shall be in effect for two (2) years commencing on July 1st and ending two (2) years thereafter on June 30th.
- (e) The name and scores of the top five (5) scoring officers for each promotional vacancy shall be posted at a location accessible only to Smithfield Police Officers.
- (f) The Chief of Police shall submit a list of the top three (3) applicants for every promotional vacancy within the department to the Town Manager for consideration. The Chief of Police shall also submit his recommendation with

respect to the promotion. The Town Manager shall review the qualifications of the three and make a final decision.

Section 19.

There shall be mandatory drug testing for all new applicants for employment with the Police Department. These individuals shall provide the Town with all necessary releases to have the tests conducted by a physician of the Town's choosing.

Section 20. Training Academy Costs

The Parties understand that prior to their employment, individuals to be hired shall be required by the Town to execute an Agreement in a form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town in association with their attendance at the Municipal Police Academy in the event that they voluntarily leave employment with the Town, for law enforcement employment, within one year of graduation from the Academy, that they repay two-thirds of all such sums if they voluntarily leave the employ of the Town, for law enforcement employment, more than one year but less than two years after graduation from the Academy and that they repay one-third of all such sums in the event that they voluntarily leave the employ of the Town, for law enforcement employment, more than two years but less than three years after graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be salary paid to the officer while attending the Academy, the cost of books, tuition, uniform, other school materials and the cost incurred by the Town in collecting such sums (including reasonable attorneys' fees) from such voluntarily terminating employees. The parties agree that such individual agreements and any action taken by the Town pursuant to such agreements, shall not be challenged by the Union in any forum, board, court, grievance or arbitration and the Union will not contend they are unenforceable or unlawful.

Section 21.

The Town of Smithfield will pay up to Five Thousand (\$5,000.00) Dollars for burial expenses for an active police officer who dies on duty.

Section 22.

Each member of the Department shall receive an annual bonus of \$350 for the period of July 1, 2007 to June 30, 2008; \$425 for the period of July 1, 2008 to June 30, 2009; and \$525 thereafter for each year that the Department receives or retains professional accreditation. Said bonuses shall be paid in the month of July each year except for the bonus due and payable for the period of July 1, 2007 to June 30, 2008 in which case said bonus shall be paid within 30 days after the collective bargaining agreement is signed.

Section 23.

Any police officer selected to serve as a member of the Community Police Unit, which includes D.A.R.E. Officers and the School Resource Officer(s), shall serve in these positions for no longer than three (3) consecutive years, unless an extension is granted by the Police Chief upon the request of the officer. The grievance procedure provided in this Agreement shall be the sole and exclusive remedy available to any officer who disputes removal from these positions at any time. *[The three-year period for officers currently in CPU referred to in this section commenced as of July 1, 2007.]*

Section 24.

The Town will offer all employees information pertaining to a deferred compensation plan with Fidelity Investments or Equi-Vest. Additional carriers may be added upon mutual agreement by the Town and the FOP. Enrollment is strictly voluntary. No contribution shall be made by the Town.

ARTICLE XV

NO STRIKE CLAUSE

Section 1.

The F.O.P. recognizes that no police officer of the Smithfield Police Department has the right to engage in any work stoppage, slow down or strike. Should such work stoppage, slow down or strike take place, the F.O.P. shall immediately notify such police officer or police officers so engaged in such unauthorized activity to cease and desist; and shall publicly declare that such work stoppage, slow down or strike is illegal and unauthorized. Any police

officer so engaged in such work stoppage, slow down or strike shall be subject to immediate dismissal from the Smithfield Police Department; and such police officer shall not have any of the benefits as provided by this agreement.

ARTICLE XVI
INJURIES AND MEDICAL ASSISTANCE

Section 1.

- (a) All police officers of the Smithfield Police Deployment injured while in the performance of duty shall receive full salary from the date of incapacity until placed on disability retirement by the Town. All injuries and recurrence of injuries shall be reported as required by the regulations of the said Department.
- (b) In the event that a police officer who has been injured in the performance of his duty is unable, after six (6) months, to perform his regular assignment (which period may be extended to twelve (12) months in the discretion of the Town Manager upon submission of satisfactory medical documentation), the Town may require the police officer to apply for a State disability pension and to retire upon the receipt of same.
- (c) Any employee who has been placed on disability retirement as a result of injury in the performance of his duties for the Town shall continue to receive all medical and dental benefits afforded by this agreement, for all such retirements on or after July, 1981, but provided all of the following conditions are met:
 - (1) The retiree is not eligible for similar benefits at another place of employment, and if such is available, the Town's benefits end immediately. This provision applies at all times throughout the retirement, and once Town benefits have been discontinued, they shall be resumed by the Town Council only upon written application by the retiree or eligible survivor.

- (2) Continued coverage shall apply to a surviving spouse only so long as he or she is not eligible for similar benefits otherwise, or he or she remains unmarried. Upon remarriage, benefits to the spouse cease immediately.
- (3) Continued coverage shall apply to the legal surviving child only until:
 - (a) Age eighteen (18), if not married, or employed and receiving similar benefits at place of employment, or to age twenty-one (21) if a full-time student; or
 - (b) Eligible for similar benefits under any other program.
- (4) The Town expressly reserves the right to seek, and to prosecute for, return of all costs involved in any case of fraud under the provisions of this section, including legal costs and reasonable interest.
- (5) Disability retirees shall sign an affidavit in the same manner as required under Article XIII, Section (1)(e).

Section 2.

Police officers of the Smithfield Police Department injured while in the performance of duty shall receive the following medical care and service:

- (a) For injuries requiring hospitalization, a hospital of the choice of the injured police officer; or in case of an emergency, of the choice of the person in charge. The injured police officer shall have the right of a physician of his choice for treatment.
- (b) For injuries not requiring hospitalization, the injured police officer shall have the right of a physician of his choice for treatment.
- (c) For injuries not requiring medical attention, a report of the injury, and the nature of the treatment, if any shall be made in writing to the Chief of Police.

Section 3. Examinations.

- (a) It is agreed that a Town physician may examine an employee who reports an illness or injury whether job related or not and also to determine whether or not an employee is ready to return to work.

- (b) If an employee reports an illness or injury, the employer shall have the right to require employees to submit periodically or occasionally to physical examinations, and for cause such other examinations as are appropriate. The employer shall pay for all examinations required by it.
- (c) In the event of a dispute as to the nature, extent or causation of an injury, illness, disability, or recurrence thereof or as to the medical necessity and reasonableness of medical services and expenses, it shall be resolved in the following manner:
A physician designated by the Town and a physician designated by the officer or F.O.P. shall select a neutral physician to examine the officer and review all relevant medical records and invoices. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three physicians shall be controlling. Cost of third physician shall be borne by the Town.
- (d) An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty shall be prohibited from engaging in outside employment while said incapacity exists if said employment would substantially impede recovery.
- (e) The Town may require an officer who is partially disabled to report and perform light duty work available within the Department, provided that such light duty is (1) in anticipation of an eventual return to full-time regular duty; (2) consistent with the officer's physical capabilities and limitations as mutually determined by the Town's and officer's physicians; and (3) such light duty assignment will not impede the officer's recovery. An officer shall not be required to report to perform light duty until any dispute arising under this Section 3(e) has been resolved in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association.

- (f) The Town may allow an officer who is partially disabled due to an off-duty injury or condition to report and perform light-duty work available within the Department, on the same basis and under the same conditions as set forth in subsection (e), for up to six (6) months, extendable at the discretion of the Police Chief.
- (g) Light duty scheduling shall be set by the Chief of Police, on a case by case basis, in a reasonably accommodating manner on the first shift, or on another shift if it is mutually agreeable to the Chief and the officer. An officer who usually works either the second or third shift and has been assigned to work light duty on the first shift under this subsection shall have the right to grieve said assignment. An officer shall not be required to report to perform light duty until the dispute has been resolved in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In deciding the grievance, the arbitrator shall balance the needs of the Department versus the reason why the officer desires to remain on his usual shift.
- (h) Nothing within subsections 3(e), 3(f), and 3(g) shall be construed to abrogate any of the rights or obligations under Title I of the Americans With Disabilities Act.

ARTICLE XVII

WAIVER

Section 1.

The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the agreements contained in this agreement were arrived at after the free exercise of such rights and opportunities and are the only agreements between parties.

In the event that the parties hereto should subsequently reach other agreements during the term of this contract, such other agreements will become valid only when committed to writing and signed by representatives of the Town and the F.O.P. and shall terminate upon termination of this agreement.

ARTICLE XVIII
OUTSIDE EMPLOYMENT

Section 1.

Any police officer employed within the bargaining unit desirous of engaging in outside employment shall provide written notification in advance and shall be required to receive written permission from the Chief or his designee with respect to outside employment. The employee shall indicate the nature of employment, location, anticipated hours of work, and means by which he may be contacted while employed elsewhere. It is understood that the needs of the department shall be the primary consideration. Therefore, employees shall have the obligation to be available and physically fit for full performance of their police duties. Should it be determined that authorized outside employment is not appropriate or is interfering in some way with the employee's job performance or otherwise, the Chief shall have the authority to restrict said outside employment in a manner reasonably deemed necessary to maintain a professional police department. It is understood that any outside employment shall not encompass work which adversely affects the integrity of the Police Department.

ARTICLE XIX
ALTERATION OF AGREEMENT

Section 1.

It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

The waiver or any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XX
DURATION OF AGREEMENT

The agreement shall be for a term of one (1) year commencing on the 1st day of July, A.D. 2011 and ending on the 30th day of June, A.D. 2012.

IN WITNESS WHEREOF, the Town has caused this instrument to be executed and its corporate seal to be affixed by its Town Manager and the President of the Town Council, thereunto, duly authorized, and the F.O.P. has caused this instrument to be executed by its President, thereunto duly authorized, both on the day and date first above written to this instrument and to one of like tenor.

Executed in the presence of:

Carolyn A. Drazio
President

Carolyn A. Drazio

Carolyn A. Drazio

TOWN OF SMITHFIELD

By: Michael J. Flynn
Michael J. Flynn, Town Council

By: Dennis Finlay
Dennis Finlay, Town Manager

**SMITHFIELD LODGE NO. 17
FRATERNAL ORDER OF POLICE**

By: Michael Smith
Michael Smith, President

EXHIBIT A

FIRST SHIFT 8:00 AM - 4:00 PM

SQUAD 1

PATROL OFFICER
PATROL OFFICER

SQUAD 2

SERGEANT
PATROL OFFICER
PATROL OFFICER

SQUAD 3

LIEUTENANT
PATROL OFFICER
PATROL OFFICER

SECOND SHIFT 4:00 PM - 12:00 MN

SQUAD 1

SERGEANT
PATROL OFFICER
PATROL OFFICER

SQUAD 2

PATROL OFFICER
PATROL OFFICER

SQUAD 3

LIEUTENANT
PATROL OFFICER
PATROL OFFICER

THIRD SHIFT 12:00 MN - 8:00 AM

SQUAD 1

LIEUTENANT
PATROL OFFICER
PATROL OFFICER

SQUAD 2

SERGEANT
PATROL OFFICER
PATROL OFFICER

SQUAD 3

PATROL OFFICER
PATROL OFFICER

EXHIBIT A