

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE TOWN OF COVENTRY**

**AND**

**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS,  
LOCAL 306**

**JULY 1, 2009 - JUNE 30, 2012**

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## AGREEMENT

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An Act to Provide for Settlement of Disputes concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments," this Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Town of Coventry and Local 306, International Brotherhood of Police Officers.

### ARTICLE I

#### Section 1 - Recognition.

(a) The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all permanent police officers; except Chief of Police, (Major(s) shall also be excluded effective upon the next vacancy in the position) of the Town of Coventry, for the purpose of collective bargaining as with respect to wages, rates of pay, working conditions, and all other terms and conditions of employment.

(b) Definition. Whenever used in this Agreement, the terms "member," "officer," or "employee" shall have the same meaning, which is: active, full time, permanent, paid police officers of the Town of Coventry up to and including the rank of Major (beginning with the next promotion to the rank of Major, the bargaining unit shall be up to and including the rank of Captain). Officers who are on paid 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 the Agreement or as may otherwise be provided for by law.

Section 2 - Union Security.

(a) The Town of Coventry agrees not to discharge or discriminate, in any way, against employees covered by this Agreement, for Union membership or lawful union activities, and the Town and the Union agree not to discriminate in any way against employees covered by this Agreement for non-membership, failure or refusal to engage in Union activities or any other lawful activities.

(b) All full-time, active, permanent officers of the Coventry Police Department shall have the right to join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this contract, shall be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities to represent all of the employees in collective bargaining with the Town.

This fee shall be payable at the same time and in the same manner as members' dues and the sum shall in no case exceed that percentage of the membership dues paid by members of the Union attributable to the cost of negotiating and administering this Agreement. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further obligations or requirements of any kind to the Union.

(c) Vacancies in the ranks of Captain and below shall continue to be subject to the promotional procedures set forth in this Agreement subject to a six (6) month active duty probationary period. Whenever more than three eligible candidates occupy the rank next preceding a promotional vacancy in the bargaining unit, a promotional exam will be given. Beginning with the next promotion to the rank of Major, vacancies in the rank of Major shall be filled at the discretion of the Chief from bargaining unit members holding the rank of Captain.

(d) The one (1) year active duty probationary period imposed upon new employees shall commence on the date of their appointment to the Police Department after graduation from the Police Academy. However, in the event a probationary officer is on extended sick leave or injured on duty or military leave, this probation period will be extended for the duration of the time he/she was unable to perform his duties.

Section 3 - Dues Deduction.

The Town shall deduct union dues upon receipt of authorization from employees who sign deduction form cards, to be supplied by the Union. The Town shall forward, to the Treasurer of the Union, the monies so deducted by the fifteenth (15) day of the month following the month of deduction.

The Union agrees to indemnify the Town for any and all costs and damages, including its reasonable attorneys' fees, that the Town may incur as a result of legal challenge to the Town's application of this Article.

ARTICLE II

Section 1 - Management Rights.

(a) The Union agrees that the Town has complete authority for the policies and administration of the Department of Police, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of police operations vested by law in the Town and not covered by this Agreement, is in the province of the Town.

(b) The Town Council, on its own behalf, and on behalf of the Town, hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility conferred on and

vested in it by the Town Charter; the Laws and Constitution of the State of Rhode Island and Providence Plantations and /or the United States of America.

(c) The exercise of any such right, power, authority, duty or responsibility by the Town Council or the Town Manager, and the adoption of such rules, regulations, and/or policies as it may deem necessary, as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

(d) The Town shall have the unlimited right to discharge any new employee during said employee's probationary period.

Section 2 - Discrimination.

(a) There shall be no discrimination by either party against an employee for reasons of sex, sexual orientation, race, color, creed, political affiliation, national origin, age, disability or country of ancestral origin, or Union membership or non-membership.

(b) The Town and Local 306 affirm their joint opposition to any discriminatory practices in connection with employment, promotions, evaluations, assignments or training opportunities, remembering that the public interest remains the full utilization of employees' skills and abilities without regard to such prejudicial factors.

(c) The Town and Local 306 recognize that employees claiming to be aggrieved by violations of this section have certain rights under state and federal law in addition to the right to the grievance and arbitration procedure provided in this Agreement. Both Parties also recognize their mutual interest in having any such disputes resolved quickly and with finality, and further that the possibility of litigating the same dispute more than once would be detrimental to all concerned. Accordingly, the Parties hereby agree that the contractual grievance and arbitration procedure shall not be available to an officer who has proceeded in any other forum concerning

discrimination described in this Section. In the event that such a proceeding is commenced after the initiation of a grievance under this Agreement, the pending grievance shall be withdrawn.

### ARTICLE III

#### Section 1 - Seniority.

The employees of the Police Department shall have seniority rights under the following provisions:

(a) Transfers to shifts or beats but not platoons. The Chief will consider seniority in making assignments to any division or department, but he/she shall retain discretion to employ the Department's manpower in the manner which he deems to be in the best interest of the public. However, all vacation replacement, overtime, and road job assignments will be handled by means of rotating lists. Vacation replacement, overtime, and road job assignments will be offered to all personnel on a rotating basis regardless of their present job assignment.

Days off, holidays, and vacations; however, a senior officer may reject the benefit at his/her discretion without the need of an explanation on his/her part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail.

(b) Seniority generally means the length of time the officer has continuously served as a regular member of the Police Department; seniority in rank, however, will be considered in transfers and assignments within a specific rank in addition to overall seniority.

(c) The successful bidder for any job shall be entitled to a trial period of up to 180 days to determine whether he/she can acquire the skills necessary for the performance of said job in a satisfactory fashion. The person bidding for any position will have up to thirty days to decide if he/she wishes to return to their previous position. After thirty days, the individual will go to whatever open position exists.

(d) During the trial period, a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee and to the Chief of Police. The Chief of Police or his designee retains the right to return the employee with just cause to his/her previous position at any time during the trial period. Any return of an employee in less than 180 days will be for reasons that will be provided to the employee upon request.

(e) In the case of any future permanent appointments to the Department, seniority shall be determined by standing in the Rhode Island Municipal Police Academy class if more than one person is appointed on the same day.

(f) If new employees, hired on the same date, don't attend the same Police Academy, then the score of the police recruit written exam taken prior to hire shall be used to determine seniority.

#### Section 2 - Forfeiture.

Seniority and employee status will be forfeited in the event of:

- (1) Failure to report for work on or before the second working day after recall;
- (2) Voluntary quit;
- (3) Discharge

### ARTICLE IV

#### Section 1 - Vacancies.

(a) Vacancies will be filled by qualified applicants who will be required to successfully complete the Rhode Island Municipal Police Academy Recruit Training Course within one year from date of hire or within such longer period as the Town and Union may mutually agree upon in writing in the event that a lack of spaces or delays in the conduct of the Police Academies makes successful completion impracticable in an individual case or cases.

(b) Once the Town has determined a permanent vacancy exists, it will move

expeditiously to fill the vacancy by naming a candidate within four months to attend the next Municipal Police Academy. In the event that no candidate satisfactory to the Town is identified within four months, this period shall be extended by mutual agreement.

(c) At no time will a new recruit be allowed to patrol alone in a police vehicle until he/she has successfully completed the RIMPTA or has been certified by the state and is sworn in as a permanent police officer. Nothing herein shall be construed, however, to prevent recruits from riding with sworn officers and/or performing such functions or duties of permanent personnel, under the direct supervision of sworn officers, as are deemed appropriate by the Department to effectuate the training of said recruits.

Section 2 - Temporary Service Out of Rank.

(a) Members of the Coventry Police Department up to, and including the rank of Major (beginning with the promotion of the next Major, up to and including the rank of Captain), who are ordered to assume the responsibilities of the next higher rank, shall be compensated for this service at a rate not to exceed that rate of pay for the second highest rank.

(b) At any time when an absence is expected to be less than 30 days, the senior officer working that particular shift, but not necessarily assigned to the shift where the absence exists will fill the out of rank absence provided he/she has a minimum of forty-eight months of service. If there is no such officer, a supervisor will be called.

If all supervisors refuse the overtime, it shall then be offered to all patrol rank personnel by straight seniority provided that they have a minimum of forty-eight months of service.

If all patrol rank personnel refuse the overtime, the patrol officer with the least seniority having the minimum of forty-eight months of service shall be ordered to assume the out of rank position.

(c) If the absence lasts for thirty (30) days or more, a selection will be made by the

Chief of Police from the top three (3) names on the promotional list, but if no list is available, then it will be at the discretion of the Chief of Police.

(d) The officer assuming these duties will be compensated at the same rate as the officer for whom they are filling in, provided such service is for a period of two (2) full working days. Such rate shall apply for all time spent at the rank for which he/she is filling. If an officer serves a full shift out of rank as a patrol sergeant, he/she will be entitled to out of rank pay for that shift.

(e) When a temporary vacancy, which is expected to last thirty (30) days or more, occurs and is filled in supervisory positions and the vacancy then becomes permanent, the officer assigned from the promotional list to the "acting" status will be promoted to that position on a permanent basis.

(f) If, however, the supervisory vacancy does not become permanent, the officer assigned to the temporary service out of rank on "acting" status, and all other officers involved in any resulting transfers, will return to his/her former assigned positions.

(g) In the event that the Chief determines that there is a need to cover for the absence of a superior officer who is on vacation, he may do so in the manner he feels best meets the needs of the Department, including by employment of a higher ranking officer, a lower ranking officer, an officer at the same rank or by the temporary appointment of a lower ranking officer to a higher rank for which that employee is qualified by seniority and experience, if not by an existing promotional list. In making his selection, the Chief shall take into consideration the public interest above all and the officer's convenience, the Department's convenience, as well as the relative seniority and qualifications of available personnel.

### Section 3 - Promotions

(a) In order for an officer to be eligible for a promotion to the next higher rank, said officer shall have been a full-time member of the Coventry Police Department for at least four (4) years; the probationary period shall count toward those for (4) years.

In order for a rated officer to be promoted to the next higher rank, said officer shall have been in his/her present rank for a period of at least twenty-four (24) months.

(b) No temporary acting promotions for a permanent vacancy will be made if there is an existing promotional list. In the absence of a promotional list, a temporary acting promotion can be made for a permanent vacancy, not to exceed ninety (90) days, and will not be renewable during the contract period. These temporary acting promotions will be at the discretion of the Chief of Police.

(c) The Town Manager shall appoint an impartial person to conduct all promotional examinations for the Police Department. The person thus appointed shall be the examiner and shall be responsible for the grading and supervision of the written examination. The Union shall appoint up to two (2) union members, who are not taking the test, to witness the test and grading procedures. These two (2) union members will be given a copy of the grades upon completion of the grading and will deliver the results to the Union President who will make the scores available to the Union body. This process will take place upon completion of the test.

(d) Written examinations will be prepared by a recognized testing agency and all test materials shall be forwarded to the Town in a sealed package which will be unsealed in the examination room prior to the administration of the examination. Personnel taking the examination will have an opportunity to inspect the seal prior to taking the exam.

(e) The written examination will have a total possible point score of 100 and all individuals obtaining a point score of sixty-five (65) or greater will be certified to the Chief of

Police and the Town Manager as being eligible for promotion.

(f) An additional fifteen (15) seniority points can be earned. Points for seniority will be determined by each full year of service as a full-time permanent member of the Coventry Police Department. One (1) point will be allowed for each year, with a maximum of fifteen (15) points. These points will be added to the written test score to determine final grade and rank on the promotional list. Effective July 1, 2005, an additional six points can be earned for advanced education (Master's Degree, J.D. or Ph.D.- 6; Bachelor's Degree - 4; Associate's Degree - 2) achieved as of the date of the examination.

(g) Upon certification of the promotional list to the Chief of Police, The Chief shall select from the top three names on the promotional list, the person to be promoted. The name of the officer promoted will then be removed from the list. Any subsequent promotions shall be selected from the top three names remaining on the list, with each officer allowed the option of refusing or waiving his promotion. If an officer chooses to waive a promotion, he/she shall still retain their position on the list for the remainder of the life of the promotional list, provided, however, that if an officer chooses to waive promotion, the fourth position on the list shall be eligible for selection by the Chief. The parties intend that the Chief shall have at least three names from which to select in all cases in which at least three employees have passed the promotional exam. Any officer promoted shall be entitled to up to thirty (30) days to decide if he/she wishes to return to their previous position. After thirty (30) days, the officer will go to whatever open position exists.

(h) The list shall take effect at the expiration of the previous list and shall remain in effect eighteen (18) months. All promotional exams will be given within sixty (60) days prior to the expiration of the promotional list.

(i) In the event two or more employees are tied for promotion as a result of the promotional examination, the criteria used to break the tie shall be seniority as shown on the official seniority list. If, as a result of a tie in the number of promotional points earned, the top three positions on the promotional list are occupied by more than three officers, then the Chief shall select one officer for promotion from this greater number of eligible officers; provided, however, that if three or more candidates occupy the top two positions on the promotional list by virtue of a tie, no additional candidates shall be considered, unless because of dropouts the number is reduced below three.

(j) In the event an individual is promoted other than the officer receiving the highest total score, the appointing authority shall state the reasons in writing to the officer(s) who achieved the highest score.

(k) Whenever a vacancy occurs which the Town decides, in its sole discretion, requires a promotion to fill the vacancy, such promotion shall be made within sixty (60) calendar days of the occurrence; provided, however, that a valid promotional list of eligible candidates exists at the time.

#### Section 4 - Layoffs.

In the event that the Town determines that it will have a layoff, employees shall be laid off in reverse order of departmental seniority. Affected employees will remain on a preferential reemployment list for a period of three years from the date of layoff and shall retain their seniority for this period. In the event of recall, employees will be recalled in inverse order of layoff.

### ARTICLE V

#### Section 1 - Duties.

The duties of the members of the Police Department shall be the prevention of crime, the

maintenance of the peace, the enforcement of state laws, Town Ordinances and the Department Rules and Regulations and such other duties as may be assigned by the Chief from time to time. Nothing herein shall be deemed to abrogate the power of the Town Council to vary the organizational structure of the Police Department.

Section 2 - Detail to Other Departments Prohibited.

(a) The Town of Coventry agrees that members of the Coventry Police Department whose duties are defined in Article V, Section 1, shall not be detailed to other departments of the Town. The details from one unit to another within the Police Department shall be the responsibility of the Chief of Police, subject to the seniority provision herein contained.

(b) It is expressly understood by both parties hereto that the washing, cleaning, or any type of maintenance of police vehicles and the headquarters building, are not within the scope of police duties, and it is further understood that no police officer shall be ordered to perform such duties.

(c) It is understood and agreed that all employees are required to take every precaution in the prevention of accidents to himself or herself; to his or her fellow employees; and to the general public. All drivers of police motor vehicles owned and used by the Town of Coventry shall have a current and valid motor vehicle license, and shall be responsible to maintain standards of physical fitness required in the operation of a motor vehicle. He or she shall also be required to obey all traffic rules and regulations prescribed by State or local laws and to use every safety measure possible to prevent accidents. It shall be the duty and responsibility of all operators to report, to their supervisor, any defect in his/her police motorized equipment, and to use every precaution to prevent additional property loss expense or reoccurrence of such conditions.

Operators of police motorized equipment who violate this section, or become involved in

an accident, shall be subject to disciplinary action, if, upon investigation, it is determined the employee, through carelessness or recklessness or neglect, contributed to the cause of any accident. Nothing herein is intended to restrict the Town in its right in any circumstance to impose disciplinary action for just cause.

## ARTICLE VI

### Section 1 – Hours.

(a) Except for employees who are on a 5 and 2 regular work week, the regular workweek for the members of the Coventry Police Department shall be based on the four and two (4 & 2) schedule. It is expressly understood by the parties hereto that hours worked on special non-town details shall not be counted in determining the number of hours worked. Except for employees who are on a 5 and 2 regular work week, every member of the Coventry Police Department shall work the same number of hours, except in case of emergency, and further, he/she shall be required to wear the prescribed uniform, under ordinary circumstances, while on duty, with exception of the Detective Division, Administrative Services Division, and personnel on special assignment. Further, it is understood by the parties hereto there shall be no rotating shifts. Three patrol shifts will operate during the following hours:

### **Minimum Manpower**

A.Division-0000 hrs. to 0800 hrs. (Supervisors 2330-0730)

#### **A. Division**

1. Three (3) area patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor
4. One (1) dispatcher

## Minimum Manpower

### B and C Divisions

B.Division-0800 hrs. to 1600 hrs. (Supervisors 0730-1530)

C. Division-1600 hrs. to 0000 hrs. (Supervisors 1530-2330)

1. Four (4) area patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor
4. One (1) dispatcher

(b) Individuals who are required to work a five and two (5 & 2) schedule because of job classification or duty assignment, shall not be required to work the thirteen (13) holidays and four (4) half day holidays provided for in Article VII and shall receive compensation for the holidays. If the individuals do not have weekends off, then they will also receive seven (7) extra days vacation time.

(c) Upon the approval of the Officer in Charge (OIC), an employee may be given compensatory time off. Members of the Patrol Division must make said request no more than forty-eight (48) hours in advance. Employees cannot accrue more than forty (40) hours compensatory time. Compensatory time shall not be included in the calculation of pension benefits. The Town reserves the sole right to approve or deny compensatory time.

Compensatory time may be accrued for working overtime only.

Compensatory time cannot be used by members of the Patrol Division on the following dates.

1. Memorial and Labor Day weekends: Effective Friday at 0001 hours through Monday at 2359 hours.

2. July 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>.

3. October 31 from 1600 through November 1, at 0800 hours.

The aforementioned compensatory time restriction does not apply to other officers not assigned to the Patrol Division.

(d) Sick leave time shall not be credited as time worked for purposes of determining overtime pay if the sick leave is taken within forty-eight (48) hours before or after the overtime (including but not limited to fill ins, early call in, overtime at the end of shift, etc.), and any such "overtime" work therefore shall be paid at straight-time rates.

(e) The sole and exclusive remedy for any misassignment of overtime work or details shall be that the officer denied the opportunity will be offered the next similar opportunity that arises.

#### Section 2 - Substitutions/Personal Switch.

(a) The right to substitute at any time shall be permitted, provided that the substitution is by a regular officer only, and that permission has been obtained from the Chief of Police or Officer in Charge of the shift or division affected by the substitution. All substitutions shall be reported to the Chief of Police by the Officer in Charge.

(b) Substitutions are defined as temporary duty exchanges between officers with similar duties or assignments that are approved by an officer superior to the officers involved in the substitution and that result, neither directly nor indirectly, in overtime pay or any other additional cost to the Town. Such substitutions shall last no longer than two days except with prior written approval from the Chief.

#### Section 3 - Overtime.

(a) All hours worked in excess of the regular eight (8) hours on any one shift or any hours above the hours normally scheduled in any one calendar week shall be compensated for at

the rate of time and one-half.

(b) Shift Commanders and all ranks above will request the signature of the Chief of Police or, in his absence, the next superior ranking officer, on all overtime slips.

Section 4 - Call Back Pay.

Employees called back to duty shall be compensated for at least four (4) hours overtime at the rate of time and one-half. All hours worked in excess of the four (4) hours will be compensated for at the rate of time and one half, provided that said callback has been established by the Officer in charge (OIC) and the employee has reported to the station or a scene where required to perform duty. The parties understand that a call back situation occurs only when an officer is called to return to work more than five hours prior to his next scheduled shift and more than one hour after his last hour worked.

Section 5 - Court Attendance.

(a) Court attendance on a Police Officer's time off shall be at the rate of time and one-half of his/her regular rate of pay, with a four (4) hour minimum.

(b) All court witness fees shall be paid to the Coventry Police Pension Fund.

Section 6 - Uniforms.

(a) Uniforms will remain the same as they are presently. In the event of any change, the Town agrees to pay for the cost of any such change.

Section 7 - Special Details.

(a) Parade and Other Details.

No employee covered by this Agreement shall be compelled to parade and attend other Civic functions but may parade and attend Civic functions on a voluntary basis without pay.

(b) Special Details.

When an employee covered by this Agreement is assigned to a special Town detail, the

employee shall be paid \$38.00 per hour for the first eight hours and \$57.00 per hour thereafter, with the minimum detail being four hours or \$152.00.

(c) When an employee covered by this Agreement is assigned to a special non-town detail, the employee shall be paid \$38.00 per hour for the first eight (8) hours and \$57.00 per hour thereafter, with the minimum detail being four (4) hours or \$152.00.

(d) Payment for any Special Detail shall be paid through the Town payroll at the pay period following the one in which the work was performed.

(e) Seniority for all details for the Coventry Police Department will be determined by the total number of years served as a sworn regular member of said department regardless of rank within the department. Opportunities to work details will be offered to all officers on a rotating basis.

(f) All details shall be assigned through the Coventry Police Department and all regular permanent police officers will have first choice on the details. The Town of Coventry retains the right to establish the fees to be charged outside agencies for such outside details.

(g) Injuries.

Employees who are injured in the course of performing the duties of special details (Town or non-Town) shall be compensated to the extent required by Section 45-19-1 of the General Laws of Rhode Island, as amended from time to time.

(h) All details on the full-day holidays and half-day holidays listed in Article VII, Section 2 shall be paid at the rate of double-time in accordance with the table above.

(i) Special Vacation Details.

When a regular officer takes a vacation, the replacement, will be offered to the regular officer on special vacation detail basis; the replacement will be offered first to officers

eligible to work at the replacing officer's regular hourly rate. If the replacement cannot be made at the Officer's normal hourly rate, under the twenty-eight (28) day cycle as prescribed under the FLSA standards, the replacement will be offered to the remaining officers on the Vacation Replacement List.

(j) Special Detail Assignments.

1. All permanent members of the Coventry Police Department will have first choice on all Special Detail assignments.
2. Assignments within the Special Detail shall be afforded by rank first, then seniority. To clarify: The highest ranking officer assigned to the detail will have his/her choice of assignment. Personnel of equal rank will be assigned by seniority, senior person having first choice, etc.
3. Within twenty-four (24) hours of the beginning of the detail it will be the responsibility of personnel who have signed up for said detail to handle themselves or arrange for handling by another officer, if circumstances result in their inability to appear.
4. All traffic details, as distinguished from security details, worked on a Saturday or Sunday shall be paid for at the rate of time and one-half the hourly detail rate of pay. The term "traffic" means road construction and other details performed on public roads or in private parking lots for the duration of the detail.

ARTICLE VII

Section 1 - Vacations.

- (a) All employees, who on January 1st of each calendar year have less than five (5) years service in the department, shall be entitled to a vacation of twelve (12) working days during said calendar year.

All employees, who on January 1st have more than five (5) years of service in the

Department, shall be entitled to five (5) additional vacation days, and receive one additional day for each year of service thereafter, to a maximum of twenty-seven (27) working days vacation during the calendar year.

(b) Employees, in any one year, will be permitted to carry forward to the next calendar year a maximum of ten (10) accrued vacation days. The total number of days that may be accumulated in this manner shall not exceed ten (10) days. Vacation time shall not accrue in any respect beyond the aforementioned maximum accrual levels, and employees will not be entitled to any compensation in lieu of unused vacation beyond said maximum accruals.

(c) Employees terminating for other than retirement shall be paid vacation leave on an accrual basis. The accrual factor shall be the normal vacation leave divided by twelve months, multiplied by the number of completed months in the calendar year.

(d) Up to three patrol officers, or two patrol officers and one supervisor, will be granted vacation requests on a shift at any one time, provided that this does not leave a shift without a supervisor.

Section 2 - Paid Holidays.

(a) The following holidays shall be paid holidays for all members of the Coventry Police Department. Holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary whether he/she works the holiday or not.

- |   |                  |                             |
|---|------------------|-----------------------------|
| New Year's Day                              | Columbus Day     | Washington's Birthday       |
| Christmas Day                               | Thanksgiving Day | Veteran's Day               |
| Victory Day                                 | Memorial Day     | Martin Luther King, Jr. Day |
| Independence Day                            | Labor Day        | Day after Thanksgiving      |
| Police Memorial Day (May 15 <sup>th</sup> ) |                  |                             |

(b) The following days will be paid at the rate of one-tenth (1/10) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary, whether

he/she works the holiday or not.

Good Friday	Day before Thanksgiving
Day before Christmas	Day before New Year's Day

### ARTICLE VIII

#### Section 1 - Clothing Allowance.

(a) The Town of Coventry agrees to furnish all new employees, under this contract on active duty, with all their special uniforms and equipment.

(b) The Town further agrees to furnish all employees on active duty, covered by this contract, with a clothing allowance of \$1,500 in fiscal year 2009-2010, \$1,600 in fiscal year 2010-2011, and \$1,700 in fiscal year 2011-2012 for the replacement and upkeep of their uniforms. Said amount shall be paid semi-annually in the first pay periods of July and January of the fiscal year.

(c) The Town of Coventry will provide any future required equipment that the officers do not already have or that is not presently required, and will replace broken or worn out equipment as necessary.

(d) Clothing allowance shall be paid on a prorated basis to employees absent due to a long-term illness or injury (non-work related) of (30) days duration or greater, an approved leave of absence or military leave based on employee's workdays during the preceding fiscal year.

#### Section 2 - Vehicle Safety.

(a) The Town of Coventry agrees to maintain all emergency police vehicles in a safe operating condition. Members of the Coventry Police Department shall not be compelled to operate any unsafe vehicle but shall report any visible defects to the officer in charge of the shift.

(b) The Division Commander or Officer in Charge shall make all determinations with respect to safety of any assigned police motor vehicle during the shift.

## ARTICLE IX

### Section 1 - Illness and Injuries (Line of Duty).

(a) Members of the Police Department who are injured or who contract illness in the line of duty shall receive such benefits as are provided in Section 45 -19 -1 of the Rhode Island General Laws, 1956 as amended, until the member has recovered or is placed on disability pension in accordance with this Agreement. The parties agree that the Town shall be subrogated against any third party for any and all benefits paid to or on behalf of any member of the bargaining unit, if said bargaining unit member received payment from said third party for injuries suffered and subject to this provision of this Agreement and further shall have the right to sue any third party in the name of the injured officer for costs incurred by the Town pursuant to this Section and pursuant to Section 45-19-1 of the General Laws. If an officer contracts a communicable disease in the line of duty, the Town will pay the copay for the officer's family for any examinations and/or treatment.

(b) Members who are injured or become ill while on duty shall have the right to select their emergency treatment facility or hospital in the State of Rhode Island, and/or physician or specialist. If the employee is unable to make the choice, the choice shall be made, where practicable, by the nearest relative.

(c) All injuries, regardless of nature, while on duty, shall be reported to the Officer in Charge and records maintained as to date, time, nature of injury, how received, and any treatment received.

(d) When an employee has suffered a previous service-connected injury and an occasion arises when the injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him/her for the original injury at the

Town's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death, or from any other circumstances, the employee shall have the right to engage a specialist of his/her own choice, duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of the Article; provided, however, the Town of Coventry shall have the right to have said employee examined by a physician selected by the Town as to whether or not said employee is actually suffering from a recurrence of the injury. The decision of the Town's physician shall be final and binding.

(e) It is agreed by and between the parties that the Town Physician may examine an employee who reports an illness or original injury and also to determine whether or not an employee, ill or injured, is ready to return to work.

(f) In the event of an illness of a member, the replacement of this member, if any, shall be from the ranks of the regular member of the Coventry Police Department.

Section 2 - Illness and Injury (Personal).

(a) Sick leave shall be provided for personal illness and injury to be accrued at the rate of one and one-half days per month or eighteen days per year

(b). **Paid Family Sick Leave-** In addition to the eighteen (18) sick days per year provided in sub-paragraph (a), the Town shall provide three (3) paid family sick days per calendar year for the purposes of an officer caring for a member of his/her immediate family. Immediate family is defined as mother, father, brother, sister, husband, wife, son, daughter, step child, foster child, grandparent of an employee or an employees spouse. The Town may request a doctor's certificate or other proof of illness when sick leave is requested for three (3) straight calendar days. The use of family sick days shall not violate sub-section (e) for the purposes of receiving

said bonus. The use of Family Sick Days shall not violate sub section (e) for the purposes of receiving said bonus.

These additional three (3) family sick days cannot be carried over from calendar year to calendar year and will not be counted for pension purposes.

If an officer has accumulated over one hundred eighty (180) days sick leave as of December first of the calendar year, he/she shall be reimbursed at twenty-five (25) percent of his/her normal salary for each day over the one hundred eighty (180) days the first pay period in December.

(c) The Town may require a Doctor's Certificate or other proof of illness when sick leave is requested and no sick leave shall be paid until a requested Doctor's Certificate is furnished.

(d) All accrued sick leave up to 120 days shall be paid to the officer at retirement at his/her regular rate of pay.

(e) If an officer does not use any sick time within one (1) calendar year, he/she shall receive a check for Three Hundred (\$300) Dollars in the first pay period of January. This amount shall not count towards the officer's pension.

## ARTICLE X

### Section 1 - Rules and Regulations.

Local 306 shall be permitted to make suggestions regarding Departmental Rules and Regulations. Such suggestions shall be submitted, in writing, to the Chief of the Department. Such suggestions for Rules and Regulations will be given due consideration and adopted if deemed advisable by the Chief of the Department. Notwithstanding any other provision of this

Agreement, the Chief shall continue to have the right to issue Rules and Regulations governing the affairs and conduct of the Department and its employees.

ARTICLE XI

Section 1 - Salaries.

(a) It is agreed by and between the parties that the members of the Coventry Police Department will be paid weekly and shall be adjusted each year as follows:

	<u>0%</u> 7/1/09	<u>2%</u> 2/1/11	<u>3%</u> 7/1/11
Major	\$1,372.22	\$1,399.66	\$1,441.65
Captain	\$1,270.53	\$1,295.94	\$1,334.82
Lieutenant	\$1,176.47	\$1,200.00	\$1,236.00
Sergeant	\$1,089.28	\$1,111.07	\$1,144.40
Patrolman I	\$1,008.51	\$1,028.68	\$1,059.54
Patrolman II	\$910.58	\$928.79	\$956.65
Patrolman III	\$880.88	\$898.50	\$925.46
Patrolman IV	\$823.27	\$839.74	\$864.93
Patrolman V	\$724.44	\$738.93	\$761.10

A newly hired officer shall receive a Patrolman V rate of pay from date of hire until that officer completes and graduates the Rhode Island Municipal Police Academy (RIMPA). Once the officer graduates the RIMPA, he/she shall immediately receive the Patrolman IV rate of pay.

(b) All members of the Detective Division, Administrative Services Division, Legal Division, the Department's Executive Officer, the Patrol Captain, Community Relations/DARE and Legal (Assistant)/ Training Officer, and School Resource Officers shall receive, as salary, an additional \$20.00 per week.

(c) Any officer transferred or assigned to any division within the Police Department shall be paid the rate of pay applicable to his/her rank within that Division.

(d) The probationary period for Patrol Officer IV shall be for one year from the date of graduation from the Academy, or from the date of hire if already graduated from the Academy. Upon successful completion of the probationary period, the individual shall advance to Patrolman III and shall advance to Patrolman II upon completion of two years continuous service and to Patrolman I upon completion of three years continuous service.

Section 2 - Longevity Supplement.

In addition to the above salaries, there shall be paid a longevity supplement (or bonus) which shall be considered part of the employee's salary for other purposes in this Agreement (including pension purposes). This supplement shall be computed on the basis of the employee's weekly salary and shall be included in the weekly pay check. This payment shall be:

Years of Service as of June 30 <sup>th</sup>	Percentage of Annual Rate
--	---------------------------

Effective July 1, 2006, these percentages shall be:

Less than five (5) years	0%
Five (5) to ten (10) years	4%
Ten (10) to fifteen (15) years	7.5%
Fifteen (15) years and over	9%

In addition, a cash bonus of 1.5% of base salary shall be paid to those with more than five years' service in the first pay period of December of each year. This cash longevity bonus shall not be considered part of the employee's salary for any purpose.

Section 3 – Shift Differential.

Any regular officer of the Police Department who is assigned to work the evening or night shift will receive a shift differential as follows:

Fiscal years 2009-2010      30¢ per hour Division "C"  
and 2011-2012

35¢ per hour Division "A"

The above shall not apply to any officer working vacation replacements but that said officer shall be compensated in accordance with the relevant provisions of the Contract.

## ARTICLE XII

### Section 1 - Time Off While Performing Union Duties.

All employees covered by this Agreement who are officers of Local 306 shall be allowed time off for official union business with pay and without requirement to make up said time if there is sufficient manpower available to cover for said employee as determined by the Chief of Police and provided that such time off does not result directly or indirectly in overtime compensation or any other premium for any employee.

### Section 2 - Bereavement Leave.

In the event of death of a father, mother, wife, husband, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, step-mother, step-children, step-brother, step-sister, foster parents or foster children of the employee or the employee's spouse, such employee shall be entitled to a leave of absence with pay from the time of notification of the death, not to exceed four (4) working days.

### Section 3 - Emergency Leave.

In the event of illness in the household of an employee, such employee shall be allowed five (5) days per year without pay..

### Section 4 - Pregnancy/Maternity Leave.

(a) A police officer who is pregnant shall receive no special treatment unless so

directed by the attending physician. The individual may be placed on light duty with the concurrence of the physician.

(b) If the attending physician feels that the Officer's working would be injurious to her health, certified in writing to the Chief of Police, she will be allowed to take such personal illness and injury leave as provided in Article IX, Section 2.

Section 5 - Military Leave.

Those members who are either short-term or extended military leave, i.e. deployed, shall continue to receive their existing health coverage through the Town for up to one (1) year.

ARTICLE XIII

Section 1 - Medical Benefits and Life Insurance.

(a) All employees covered by this Agreement shall be entitled to receive Blue Cross Healthmate Coast to Coast with a rider allowing 12 chiropractic visits annually if Blue Cross will offer such a rider to the Town.

(b) All employees covered by this Agreement shall be entitled to receive fully paid life insurance in the amount of twenty-thousand dollars (\$20,000).

(c) Effective July 1, 2000, no employee shall be permitted to enroll in Blue Cross Classic coverage. Those employees who were enrolled in Blue Cross Classic coverage prior to July 1, 2000, shall be permitted to remain in said coverage; provided, however, that no employee who subsequently opts out of Blue Cross Classic coverage shall be allowed to reenroll in such coverage at any time in the future.

(d) All employees covered by this Agreement shall be entitled to receive the Family Delta Dental Levels I-IV, individual or family plan, as appropriate.

(e) The Town may, in its discretion, substitute alternative equivalent coverage for any or all of the foregoing insurance programs.

(f) All employees hired on or after July 1, 1994 will contribute 15% towards the cost of insurance coverage provided by this Section. Effective July 1, 2007, employees hired prior to July 1, 1994 will contribute \$20.00 per week (July 1, 2008 - \$25.00) for family plan, and \$10.00 per week (July 1, 2008 - \$12.50) for single coverage towards the cost of insurance coverage provided by this section. Said contributions shall be made on a pretax basis.

Section 2 - Health & Welfare.

(a) Members of the Coventry Police Department hereby agree to maintain basic physical standards to adequately perform their duty in a satisfactory manner or they will be subject to disciplinary administrative action.

(b) Members of the Department shall be entitled to be examined annually through the multi-phasic program administered by Rhode Island Hospital. The Chief of Police or his representative shall establish a schedule for the annual physical for all members desiring to participate. Results of the examination shall be reviewed by the employee and a physician of his/her choice and said physician shall, within forty-five (45) days, certify the Officer's fitness for duty to the Town of Coventry.

(c) The Town of Coventry hereby agrees to pay when due and payable to the school upon receipt of a bill from the school or employee, the sum of money required in accordance with the State Education Program; provided, however, the individual officer must sign an agreement approved by the Town Solicitor, whereby the officer shall authorize the Town of Coventry, in the event the officer shall fail the course(s) or fail to complete the course(s), to withhold an amount of money each week from his/her salary until the sum of money advanced by the Town shall be repaid in full and provided further, if the officer shall terminate his/her employment, the Town shall be authorized to seek restitution from his/her retirement fund. In the event the employee shall fail to timely tender a bill from the school to the Town of Coventry, the

employee shall be solely responsible for the payment of penalties, interest, late charges or similar charges associated with said bill.

(d) All courses in the State Education Program must be approved by the Chief of Police prior to enrollment for the purpose of assuring that only courses within the curriculum of a Law Enforcement Degree Program are attended.

(e) All books purchased by the Town of Coventry for police personnel enrolled in educational courses shall, after completion of the course for which they were purchased, be returned to the Town for reuse by other officers or in the establishment and maintenance of a Police Department Library.

(f) In the event of a line of duty death, the Town will pay for the burial costs of the deceased officer. The amount of the burial cost is not to exceed \$10,000.00 (Ten Thousand Dollars).

### Section 3 - Complaints Against Police Officers.

(a) While it is understood that formal complaints against police officers are an administration function, all officers governed by this Agreement shall be made aware of the complaint within twenty-four (24) hours of its receipt. All police officers shall cooperate fully with such investigatory process by answering inquiries, giving statements, etc...; provided, however, that the constitutional rights of the individual officer accused shall not be abridged.

(b) The term "formal complaint" as used in this Article means:

- (i) A formal, written, signed complaint from a member of the public, or
- (ii) A formal, written, signed complaint issued by the Department after investigation.

(c) At the conclusion of the investigation, the officer will be provided with a written outcome of the investigation.

Section 4 - Alternative Health Option.

Any employee eligible for alternative health care coverage may opt to receive health care coverage pursuant to a non-Town paid plan in lieu of a Town-paid plan. Any employee enrolled in a family plan with the Town who opts for alternative coverage shall receive fifty percent of the premium cost of such plan in a lump sum, for each full contract year in which he/she is not covered by the Town plan. Payments shall be made in arrears on or before July 30 of each year. Employees opting out of individual plan coverage shall receive fifty percent of the individual plan premium for each such year. For each year during the term of this Agreement in which such election is made, the employee will receive no coverage pursuant to this Article. The Town may require proof of alternative coverage.

Section 5 - Light Duty.

Employees who are determined to be unfit for their regular duties, whether or not due to line of duty injury, may be ordered to return to work to perform such duties as they are capable of performing. Such light duty may consist of duties normally performed by police officers, other duties not normally performed by police officers, or a combination of both. Officers who are performing light duty will not be eligible for special details.

Section 6 - Examinations.

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

(b) The Town shall have the right to require employees to submit periodically or occasionally to physical, mental or other examinations to determine fitness for duty or for light duty. The Employer shall pay for all examinations required by it. The Employer shall also pay for time necessarily spent at the place of examination or examinations after the employee has successfully completed the probationary period.

## ARTICLE XIV

### Section 1 - Grievances.

Grievances arising out of the application or interpretation of this Agreement, or a complaint arising from an alleged violation, misinterpretation or inequitable application of provisions of this Agreement, or any discipline defined in sub-section (e) of this Article shall be pursued under the following procedure:

(a) STEP 1: Within seventy-two hours of the act or omission over which the employee is aggrieved, the employee shall discuss the matter with the Chief or his designee. The Union may or may not be involved at Step 1.

(b) STEP 2: In the event the matter is not resolved at Step 1, the employee may take the matter up with his/her Union representative and the matter shall be referred to the Executive Board within three days of the Step 1 meeting. If the Executive Board feels there is justification in the complaint, it shall appoint a representative to arrange a meeting within five working days with the Chief of Police or his designee in order to resolve the grievance. This meeting shall be requested not later than seven days after the act or omission giving rise to the grievance. At the time of the request of the meeting with the Chief, the grievance shall be submitted, in writing, signed by the aggrieved employee and Union representative. This written grievance shall contain, with reasonable clearness: the exact nature of the grievance; when it occurred; the identity of the employee or employees who claim to be aggrieved; the specific provisions of the Agreement that the employee or employees claim that the Employer violated (catch-all recitations shall not meet this requirement); and the remedy or remedies sought. A reply from the Chief of Police will be submitted, in writing, to the aggrieved member or members and the President of the Union or his designee within seven days after the Step 2 meeting.

(c) STEP 3: If the grievance is not resolved at Step 2, the Union may appeal, in

writing, to the Office of the Town Manager within three days of receipt of the Chief's decision.

Within twelve days thereafter, the parties will meet to hear the grievance. The Town Manager will issue a written response to the grievance within seven days after the completion of this meeting. In the event the Union or the Town chooses to take the matter to arbitration, it shall advise the other party in writing of its intention to arbitrate within seven days after the date of the Town Manager's decision.

(d) It is expressly understood by the parties hereto that the employees of the Coventry Police Department shall have no right to engage in any work stoppage, slowdown, strike or other concerted activity detrimental to the Town. Any and all issues or grievances shall be resolved by the grievance and arbitration procedures set forth herein.

(e) The parties agree that employees covered by this agreement shall have the right to file a grievance for disciplinary action which includes a written reprimand, or a suspension of two (2) days or less. Officer's who are disciplined more than two (2) days shall be afforded a hearing under the Law Enforcement Officer's Bill of Rights.

(f) Removal of Discipline Records and from Personnel File-The personal file of the member of the bargaining unit which is kept by the Police and/or Personnel Department, will have expunged from its contents any disciplinary action after a period of three (3) years from the date of the disciplinary action provided that during the interim period the member has no further departmental violations. Written notification by the officer must be made to both the Town Personnel Department and the Chief of Police. No further departmental violations must rise to the level of a written reprimand or suspension.

(g) Union Representation-Any member of the bargaining unit shall, if he/she desires, be accompanied by another Coventry Police Officer or legal representative/counsel

chosen and provided by Local 306 when appearing before the Chief of Police or any supervisor, to answer charges/allegations that he/she violated any rules and regulations of the department and/or any of the terms and conditions of this agreement.

## ARTICLE XV

### Section 1 -Arbitration.

(a) Within five days of receipt of notice of arbitration, as set forth in Article XV, Section I, the parties shall exchange lists of arbitrators acceptable to them to hear the matter. If there is a name common to both lists, that individual shall be appointed arbitrator to hear the matter. If there is more than one name common to both lists, the parties shall meet forthwith in order to agree upon which shall hear the case. In the event that there is no common name and that the parties are unable to otherwise agree upon a neutral arbitrator, within ten days of receipt of notice of intent to arbitrate, the matter shall be referred to the American Arbitration Association for processing pursuant to the rules of the Association.

(b) The arbitrator shall have no authority to add to, depart from, alter or amend the provisions of this Agreement. He/she shall have no authority to imply terms which are not explicitly contained herein. His/her jurisdiction shall be confined to a determination of whether the specific act complained of in the written grievance constitutes a violation of the provision or provisions of this Agreement enumerated in the written grievance. The arbitrator shall not substitute his/her discretion for the Town's where such discretion has been retained by the Town. The arbitrator is empowered to apply the explicit terms of this Agreement only. He/she shall not construe and apply state or federal laws except as expressly required by the express terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties.

(c) The costs of arbitration, including the costs of a stenographic record, if either party or the grievant desires one, shall be borne equally by the parties.

## ARTICLE XVI

### Section 1 - Foot Patrols.

It is agreed that there will be no assigned foot patrols but this shall not be interpreted as prohibiting an officer from leaving his/her vehicle to patrol an area on foot when he/she deems it necessary to carry out the officer's assigned duties and responsibilities.

## ARTICLE XVII

### Section 1 - Pension Plan.

(a) The Town agrees to provide employees employed as of January 1, 1994 with a pension program with at least the existing benefits of the existing pension program. The representative of the Chief of Police on the Pension Committee shall be a Union member.

1. Commencing January 1, 1994, all officers who were members of the Police Department prior to July 1, 1989 shall contribute to the pension system four percent (4%) of their total annual compensation from all sources. This shall increase to five percent (5%) on January 1, 1995; to six percent (6%) on January 1, 1996, to seven percent (7%) on January 1, 1997; and to eight percent (8%) on July 1, 2000.

2. Commencing January 1, 1994 all members appointed to the Police Department on or after July 1, 1989 and before January 1, 1994 will be required to contribute five percent (5%) of their total annual compensation from all sources. This shall increase to six percent (6%) on January 1, 1995; to seven percent (7%) on January 1, 1996 and to eight percent (8%) on January 1, 1997.

(b) The Town agrees to make the following changes to the existing pension program.

1. Retirement shall be after twenty (20) years of service with the minimum age being fifty-five (55) years; however, on December 31, 1985, the retirement shall be after twenty (20) years of service without regard to age.

2. The retirement benefit shall be equal to 50% of base pay, holiday pay, longevity pay, any vacation time paid at termination and overtime (including vacation replacement) during the last twelve months of service for those employees employed before January 1, 1994.

3. If an officer who was employed as of January 1, 1994 chooses to work beyond the normal 20-year retirement after July 1, 1986, then his or her pension benefit shall be increased by 2% for each year worked after 20 years up to a maximum of 25 years of service. This provision shall not apply to officers employed on or after January 1, 1994.

4. The retirement benefits shall be adjusted annually at the rate of 1 ½% for all officers retired prior to July 1, 1986 and at a rate of 2 ½% for all officers who retire on or after July 1, 1986.

5. If an officer is injured in the line of duty and unable to return to active duty within two years, he/she shall receive a 66 2/3% disability retirement at his/her normal retirement date or upon completion of twenty years of service, whichever comes first.

6. If an officer suffers injury not in the line of duty and is unable to return to active duty, he/she shall receive a 25% disability pension provided that they have ten years of service with the department. Any individual who cannot return to work after one year from the date of injury shall automatically be retired. A physician's prognosis of recovery sufficient to perform his/her duties within two years shall automatically extend the leave, without pay, to a total of two years.

7. If an officer who was employed prior to January 1, 1994 chooses to work beyond the normal twenty (20) years retirement and dies prior to retiring, his/her spouse will receive the amount that he/she would have received had he/she been retired as of that date.

8. The Principal Pension Book will be passed out to all employees of the Police Department and will be considered part of this contract in its entirety except that in the case that any portion thereof found to be in conflict with any provision(s) of this contract or State statute, the contract provision(s) or State statute shall be controlling.

(c) The Town agrees to provide employees hired on or after January 1, 1994 with a new pension plan which it shall prepare, including the following terms:

1. Officers hired on or after January 1, 1994 shall contribute to the plan nine percent (9%) of their base pay.
2. Retirement shall be after twenty-three (23) years of service without regard to age.
3. The retirement benefit shall be equal to fifty percent (50%) of base pay and longevity pay only, earned during the last twelve months of service.
4. If an officer hired on or after January 1, 1994 chooses to work beyond the normal 23-year retirement, then his or her pension benefit shall be increased by 2% for each year worked after 23 years up to a maximum of 28 years of service.
5. The town shall provide retirees who were hired on or after January 1, 1994 an annual 1.50% non-compound Cost of Living Allowance (COLA) or a COLA based upon the National Consumer's Price Index for clerical workers (known as CPI-W) published by the Bureau of Labor Statistics (BLS) whichever is higher. There will be no changes to the pre-January 1, 1994 employees who shall continue to receive a 2.5% compounded COLA.
6. If an officer is injured in the line of duty and is certified to the Town's satisfaction unable to return to active duty within two years, he/she shall apply for and receive a 66 2/3% disability retirement.

7. If an officer is injured not in the line of duty and permanently and totally disabled, he/she shall receive a 25% disability pension provided that they have ten years of service with the Department. Any individual who cannot return to work after one year from the date of injury shall automatically be retired. A physician's prognosis of recovery sufficient to perform his/her duties within two years shall automatically extend the leave, without pay, to a total of two years.

8. An officer shall be required to submit, to the Town, a request in writing applying for such disability retirement. Upon receipt of this request, the Town shall set a hearing date on such application. The officer shall present such information at the hearing as he believes necessary to prove his total and permanent disability. The officer shall also be required to sign a medical authorization form allowing a medical examination and any related tests. The Town may, in its discretion, require that the officer be examined by a reputable physician engaged by the Town. The physician shall certify to the Town that the officer is or is not permanently and totally disabled, taking into consideration the nature and responsibilities of the officer's occupation.

Additionally, if at any time the Town has reason to believe that an officer is not totally and permanent disabled, the Town may require the officer to sign a medical authorization form and to be examined by a reputable physician engaged by the Town. The physician shall certify to the Town that the officer is or is not permanently and totally disabled taking into consideration the nature and responsibilities of the officer's occupation.

Should said pension participant be engaged in a gainful occupation, the Town shall adjust, and from time to time readjust, the amount of his disability allowance to an amount which, when added to the amount of compensation then earnable by him, shall not exceed the

rate of earnable compensation in force on the date of retirement. Should any pension recipient under the minimum age of retirement refuse to submit to a medical examination in any year by a physician designated by the Town, his retirement allowance may be discontinued until his withdrawal of such refusal. Should his refusal continue for one (1) year after a request has been made, all his rights in and to such retirement allowance may be revoked by the Town.

9. If, as a result of a mistake of fact, excessive assets are contributed to the Plan, such assets may be returned to the Employer and/or Participants within one (1) year after the discovery of the excessive contribution.

10. Termination.

(a) The Town reserves the right upon agreement with the Union to terminate the Plan at any time.

(b) In the case of the partial or complete termination of the Plan, the rights of employees, as provided herein, shall be non-forfeitable. However, satisfaction of such rights from the Plan may depend on the sufficiency of Plan assets. The Town and the Union shall agree on the order of priority for distribution of Plan assets in the event of such termination.

11. The pension plan for officers hired on or after January 1, 1994 shall be as provided in this subsection (c), and none of the provisions of subsection (a) or (b) shall apply thereto.

**12-Spouse/Family Widow/Widower Benefits:**

Full retirement benefits shall be provided to the family of an officer killed while in the line of duty.

(a) In the event an employee is killed in the line of duty, the following

benefits, in addition to any life insurance, state or federal payments and/or benefits, shall be provided to the employee's family.

1. If the employee is married with children, the family shall receive the employee's pension benefits, as if he/she had completed his/her 20 (for employee's hired prior to January 1, 1994) or 23 (for employee's hired after January 1, 1994) years of service as defined in Article XVII, Section 1(b2, b3, b4) and c3, c4). Family medical and dental coverage shall be provided for one (1) full year following the officer's death.

If unmarried with children, the children shall receive the pension benefit as if the employee had completed his/her 20 years for employee's hired prior to January 1, 1994 or 23 years for employee's hired after January 1, 1994 years of service as defined in Article XVII, Section 1(b2, b3, b4) and c3, c4), until the age of eighteen (18), or until they reach the age of twenty-three (23) while attending college. Family medical and dental coverage shall be provided for one (1) full year following the officer's death.

2. In the event that an employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

\*It is further understood by the parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension.

#### ARTICLE XVIII

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

(b) This Agreement shall take effect as provided in Article XX and any and all rules,

regulations, or other, or parts of such that are inconsistent herewith, are hereby held to be void.

## ARTICLE XIX

### Section 1 - Scope of Agreement.

This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof resulted in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Article I-XX of this Agreement expressly and necessarily place limits thereon, the Town retains all of the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union's gaining the support of a majority of the employees provided that the Employer must discuss changes in working conditions with the Union before implementing them. All matters about which this Agreement is silent shall be deemed matters concerning which the Town has surrendered no discretion or power. There are no other agreements between the parties, verbal or written. There are no past practices which the parties intend to be binding in any way or which limit or expand upon the express provisions hereof.

## ARTICLE XX

### Section 1 - Duration of Agreement.

(a) This Agreement shall be for the term of July 1, 2009 to June 30, 2012, thereafter shall remain in effect from year to year unless either party hereto shall serve written notice on the other party of its intention to terminate or amend this Agreement by February 1, 2012.

(b) This Agreement shall remain in effect until a new Agreement is ratified between the parties.

IN WITNESS WHEREOF, the said Town of Coventry has caused this instrument to be executed and its corporate seal to be affixed by the Town Council President thereunto duly authorized by the Town Council of the Town of Coventry as of the day and year above written and the said Local 306, International Brotherhood of Police Officers, has caused this instrument to be signed by its President, Vice President, Secretary and Treasurer, thereunto authorized as of the day and year first above written.

In the presence of:

TOWN OF COVENTRY

Henry M. [Signature]  
Town Council Member

Sam P. [Signature]  
Town Council President

Ray [Signature]  
Town Council Member

Thomas R. [Signature]  
Town Manager

[Signature]  
Town Council Member

\_\_\_\_\_  
Town Council Member

I. B. P. O., LOCAL 306  
[Signature]  
President

\_\_\_\_\_  
Local 306, Secretary

\_\_\_\_\_  
Local 306, Treasurer

\_\_\_\_\_  
Vice President  
Paul Saccoccia  
Paul Saccoccia, Business Agent

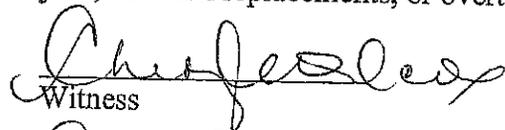
LETTER OF UNDERSTANDING

This letter of understanding between the Town of Coventry and International Brotherhood of Police Officers Local #306 is to take effect on December 1, 2007.

The Town of Coventry and International Brotherhood of Police Officers Local #306 agrees that recruit officers while in the Rhode Island Municipal Police Academy will receive a salary of \$724.44 per week. (Patrolman V Recruit). This salary is based on the academy work week, not on an hourly rate. Recruits will have the following deductions taken from their salary:

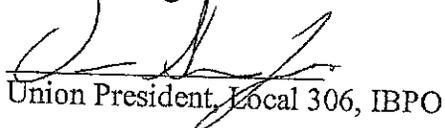
1. Pension contribution consisting of (9%) nine percent of their base salary.
2. Medical contribution consisting of (15%) towards the cost of insurance coverage provided. Said contributions will be made on a pretax basis.
3. Union dues for IBPO Local #306.
4. TDI contributions.

Upon successful graduation from the RI Municipal Police Academy, the recruit shall advance from Patrolman V Recruit to Patrolman IV. The individual shall then begin their (1) one year probationary period. Upon successful completion of their probationary period, the individual shall advance to Patrolman III and shall advance to Patrolman II upon completion of two years continuous service and to Patrolman I upon completion of three years of continuous service. This new step (Patrolman V Recruit) will be for pay purposes and will not entitle recruits to union benefits or union representation. Recruits will accrue sick time and vacation time based on their date of hire, that being the first day of their academy. Recruits will not be allowed to work any details, traffic details, road jobs, vacation replacements, or overtime shifts.

  
Witness

  
Witness

  
Town Manager

  
Union President, Local 306, IBPO

LETTER OF UNDERSTANDING

USE OF AUXILIARY OFFICERS

This letter is to take effect on July 1, 1994 and expire on June 30, 1997.

The Town of Coventry and the International Brotherhood of Police Officers, Local 306 agree that the use of Auxiliary Police Officers for the Town of Coventry will be governed by the below listed guidelines:

1. Auxiliary Police Officers will never be assigned to perform undercover duties or detective duties for the Coventry Police Department.
2. Auxiliary Police Officers will be allowed to ride alone only after all four (4) patrol areas are covered by full-time Police Officers.

With the institution of the above guidelines, all current grievances involving Auxiliary Officers including but not limited to the Crossman Grievance, will be withdrawn by IBPO, Local 306.

However, this agreement shall in no way affect the grievance being pursued by Detective Viveiros, retired Detective Jones, retired Detective R. Skorski, retired Detective DiRaimo.

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Witness

\_\_\_\_\_  
Town Manager

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Witness

\_\_\_\_\_  
Union President  
Local 306, IBPO

LETTER OF UNDERSTANDING

PAY IN ARREARS

Employees will receive pay one week in arrears. The transition to pay one week in arrears will be made at the same time as used for other Town employees. The Town and the Union will agree to the method of this transition prior to it taking place.

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Witness

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Union President  
Local 306, IBPO

**International Brotherhood of Police Officers, Local 306**  
1075 Main St, Coventry RI 02816  
Telephone: (401) 826-1100

To: Chief Bryan Volpe

From: Dennis Skorski

Subject: Contract

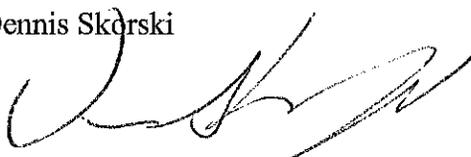
Date: April 19, 2011

Sir,

I have reviewed the most recent draft of the CBA and have included it for your final review. I am hoping we can complete this by the end of the week. Not included inside this draft is the attachment included in the Tentative Agreement numbered 18 and 19. Since these actions were already resolved the union feels they are not relevant and do not belong with in the contract. If this is a problem please contact Paul Saccoccia at (401)-640-7990 or IBPO office at (401)-467-2830. I have mentioned this issue with him and he is aware that you or a representative from the town may be contacting him. If there are any other questions feel free to contact me. I am looking forward to signing the final draft and issuing the finished product to the bargaining members.

Sincerely,

Dennis Skorski

  
President, IBPO 306