AGREEMENT

BY AND BETWEEN

THE TOWN OF WEST WARWICK

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

LOCAL 312

JULY 1, 2014 THROUGH JUNE 30, 2019

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ARTICLE I

Section 1. Agreement

A) Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, 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" with the exception of the Chief of Police, this Agreement is made and entered into this the ____ day of April, 2014 by and between the Town of West Warwick (hereinafter referred to as the "Town") and Local 312, International Brotherhood of Police Officers (hereinafter referred to as the "Union" and/or individually as "Employee").

Section 2. Recognition

A) The Town hereby recognizes and acknowledges the Union, as the sole and exclusive bargaining agent for all full-time permanent police officers of the Town, with the exception of the Chief of Police, for the purposes of collective bargaining and entering into Agreements, relative to wages, rates of pay, hours and other terms and conditions of employment.

B) The rights of the Town and its employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 3. Membership

A) All members of the West Warwick Police Department who are covered by this Agreement must either be a member of Local 312, I.B.P.O., and/or must pay a maintenance charge equal to the prevailing weekly dues of the International Brotherhood of Police Officers (sometimes hereinafter the "Member" or "Members," "Employee" or "Employees").

Section 4. Non-Discrimination

A) The Town shall not discriminate in any way against employees covered by this Agreement on the basis of an individual's race, religious affiliation, creed, gender, sexual orientation or preference, age or country of ancestral origin, political affiliation or union membership or non-union membership.

B) All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

Section 5. Dues Deduction

A) The Town agrees to deduct union dues upon receipt of authorization form cards from members of the Union, who desire the Town to deduct such dues and also agrees to deduct the maintenance charge as provided in Section 3 of this Article.

B) The Town shall forward to the: I.B.P.O., 159 Burgin Parkway, Quincy, MA 02169 such dues deductions by the fifteenth day of the month following the month of deductions.

Section 6. Indemnification

A) The Union agrees to indemnify and hold the Town harmless as to any and all claims, suits, orders and judgments brought or issued against the Town as a result of deduction of authorized union dues by the Town.

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 provision 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 Manager, on his/her own behalf, and on behalf of the Town, hereby retains and reserves unto himself/herself all rights, power, authority, duty, and responsibility confirmed on and vested in him/her by 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 Manager and the adoption of such rules, regulations, policies as he/she may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

ARTICLE III

Section 1. Seniority

A) The Town hereby agrees that employees of the West Warwick Police Department shall have seniority rights, and said seniority shall apply with regard to the following matters:

1. Transfers or assignments to any division, department, designated transfers to shifts, beats, posts, days off, holidays, vacations, or agency by whatever name or title the transfer or assignment shall be labeled. Seniority shall also apply to school positions and educational seminars whenever applicable.

2. Any and all job bidding shall be according to seniority rights. Openings shall be posted for bids on the departmental bulletin boards for a period of three (3) days. The Chief of Police and/or his/her designee will notify absent employees by telephone of posted job opportunities.

B) Probationary Status - All newly appointed officers shall serve a probationary period of twelve (12) months from the date of appointment. The date of appointment shall be the date upon which the officer graduates the Rhode Island Municipal Police Academy. It is understood and agreed that no probationary officer may grieve or arbitrate the imposition of discipline of his/her discharge from employment with the Town during his/her probationary period. The Union covenants that it shall not process any grievances prohibited under this Section nor shall it submit a demand to arbitrate any such grievance.

Section 2. Determination

A) Seniority is hereby defined as the continuous length of service an employee has been a police officer of the Town to include and approved leaves of absence. Seniority in rank or grade shall be from the date of appointment to that rank or grade.

1) In determining seniority, the length of time served by an employee on probationary status shall constitute service on the permanent Police Department. Probationary employees whose initial date of service shall be identical shall be placed by the grades or rating each shall have received at the Police Training School, with the highest grade being first in seniority, the second highest grade being second in seniority, and so forth.

2) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer, or assignment is limited to one rank or grade.

3) Seniority shall be broken only when a police officer voluntarily terminates his employment.

4) In the event an officer, junior in seniority, is forced to vacate his assigned position because of a negotiated change in the Table of Organization, that individual shall be allowed to exercise his seniority rights to bump an officer with less seniority than he/she for the shift and post assignment he/she prefers.

Section 3. Seniority list

A) Within thirty (30) days following the execution of this Agreement, a seniority list shall be posted in a conspicuous location in the West Warwick Police Headquarters. Any and all amendments or corrections to said seniority list shall be made within thirty (30) days of the date of posting thereof.

Section 4. Layoffs/Recalls

A) In the event it becomes necessary for the Town to layoff employees, those employees with the least amount of department seniority shall be laid off first. In the event of recalling, the last employee laid off shall be the first to be rehired.

Section 5. Vacation Bids

A) During the first two weeks of March, all employees shall choose up to a maximum of two (2) weeks' vacation in accordance with seniority within their respective division and/or shift, the most senior employee from each shift or division indicating his/her preference first, and so on.

1) The remaining vacation days afforded to the employees shall be granted by seniority. An employee may not invoke his/her seniority rights by bumping a less senior employee within twenty (20) days of requested vacation day by the junior employee. This will not affect the first two (2) weeks selected in March by seniority.

a) One patrolman and one supervisor will be allowed to take vacation at the same time from each shift. If no patrolman or supervisor is on vacation at a given time, then two patrolmen or two supervisors may be granted the vacation day. At the Chief's or OIC's discretion, a third or subsequent officer(s) may be granted additional vacation days provided it does not unduly disrupt the operation of the Police Department. In accordance with Department Policy #98-15, dated May 11, 1998, compensatory time may be used in lieu of vacation time. Attached hereto as Exhibit A is said Department Policy 98-15.

2) In the event an employee voluntarily transfers to another shift and/or assignment after the established deadline for submitting vacation requests has passed, that employee shall not be entitled to bump another employee's vacation time by invoking his own seniority rights.

3) If an employee selects a vacation week that includes a holiday (except for holidays listed in subparagraph a) and for whatever reason cancels one day, that employee must cancel the entire four (4) days. A week supersedes a day.

a) No employee shall utilize either vacation, personal, or compensatory time for Christmas Eve, Christmas Day, December 26, New Year's Eve, New Year's Day, or Thanksgiving if said time off would require an employee to be ordered-in to meet the minimum manning requirements.

Section 6. School/Seminar Bids

A) The Town agrees that when a school or seminar is offered to employees, a notice of the school or seminar will be posted for four (4) consecutive days on the department bulletin board and will be read at roll call. Employees on O.J.I, or extended illness will be contacted by telephone. Employees interested in attending this school or seminar will submit a bid to the Chief of Police in writing within the posted time limit.

1) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer or assignment is limited to one rank or grade.

2) Should the Chief determine that the candidate for school or educational seminar would be unrelated to the senior employee's present assignment, then a candidate shall be mutually agreed upon between the Chief and the Union.

3) Appearance. Employees attending schools or seminars will wear casual business attire (i.e., no sneakers, t-shirts, jeans, or shorts) or uniform of the day, unless said school specifically requires certain attire for training purposes or recommends otherwise.

4) Non-Specialty Schools - A school is defined as a "non-specialty school" when the content of the course study is non-specific, general, or introductory in nature. When such a course is offered, it shall be posted for bid on the departmental bulletin board and announced at all roll calls for all shifts for a minimum of four (4) days. Those on O.J.I. or extended illness will be notified by telephone. Employees interested in attending this seminar or school will follow the bidding procedure by submitting a bid to the office of Chief of Police in writing within the agreed limit. The most senior bidder shall be awarded the school. Provided however, that no officer may be allowed to attend more than two schools or seminars (or a combination thereof) within a calendar year from the first school or seminar they attended, unless no one else wanted to attend and the school would otherwise go unattended.

5) The Chief of Police may bypass the most senior bidder by mutual agreement between the Chief of Police and the Union, or when an employee has attended the same or a similar school previously or has not taken a prerequisite course. The exception would be if the school or seminar is a prerequisite; in this case the Chief shall award the school or seminar to the most senior bidder. Employees who are O.J.I or on extended sick leave will not be eligible to bid unless a physician certifies in writing said O.J.I. or extended sick leave will be ended by the date training begins.

Section 7. Vacancy Bids

A) All bids shall be posted on the departmental bulletin board for a period of three (3) days. Personnel interested in the vacancy will submit in writing their application for said vacancy to the Chief of Police within three (3) days from the first day the bid was posted. A special notice will be sent to members on sick, injured on duty, or vacation leave at the time the vacancy was posted. A copy of the posted bid in which the bid was posted shall be sufficient notice to comply with this Section.

B) A senior officer may reject the award of a bid to a vacancy at his/her discretion without a need for an explanation. Further, in the event that an employee shall reject the position, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail. Formal written bids for vacancies may be withdrawn at any time prior to the bid being awarded and placed on the departmental bulletin board notifying all personnel that a certain officer has been the successful bidder for the vacancy.

Section 8. Reasonable Progress

A) The successful bidder for any job shall be entitled to reasonable trial period of not more than one hundred and eighty (180) calendar days to determine whether he can acquire skills necessary for the performance of said job in a reasonably satisfactory fashion. At the end of said one hundred and eighty (180) calendar days from the date of trial transfer, the employee shall be considered as transferred in accordance with the provisions of this Agreement. It is understood by the parties hereto that 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 the Chief of Police.

B) In cases where the bidder has failed to make reasonable progress then the Chief may recommend an extension of said trial period, not to exceed thirty (30) calendar days.

C) The term "reasonable progress" as used herein shall mean a comparison of the average employee(s) performing such work with the employee(s) involved.

ARTICLE IV

Section 1. Department Structure

A) Effective immediately, the staffing level will be fifty-one (51) officers.

Staffing shall consist of the following chart and plan attached hereto as Exhibit B:

Patrol Division
(1) Major (5 & 2)

12A.M.-8A.M.
(1) Captain
(1) Lieutenant
(1) Sergeant
(6) Patrol Officers

8AM-4PM
(1) Captain
(1) Lieutenant
(1) Sergeant
(6) Patrol Officers

4PM-12AM
(1) Captain
(1 Lieutenant
(1) Sergeant
(8) Patrol Officers

Detective/Prosecution
(1) Major (5 & 2)

8AM – 4 PM
(1) Prosecution Sergeant
(1) Prosecution Detective

8AM-4PM
(1) Detective Captain

(1) Detective Sergeant
(5) Detectives
(1) BCI Detective (5 & 2)

4PM-12AM
(1) Detective Sergeant
(3) Detectives

Youth Services Bureau
(1) Training/Planning Lieutenant (5 & 2 includes 2 nights)

(1) Juvenile Sergeant
(1) Community/D.A.R.E. Officer (5 & 2)
(1) School Resource Officer (5 & 2)

Special Investigations Unit (SUI)
(1) Detective Sergeant (5 & 2)
(1) Detective (5 & 2)

Traffic Unit*
At the present time, there is no Traffic Unit.

Should a Traffic Unit be staffed in the future, the Traffic Unitwithin the Patrol Division will not affect shift minimum manning requirements. The primary functions of the Traffic Unit will consist of traffic enforcement, radar and accident investigations.

B) In the event that all civilian dispatchers have refused overtime positions, employees covered by this contract will be permitted to work overtime assignments as dispatchers.

(C) The parties hereto acknowledge that three (3) of the aforesaid vacant positions will be filled as soon as future officers graduate from the Police Training Academy.

(D) Nothing contained herein shall prevent the town from adding additional positions within the Department.

Section 2. Minimum Manning

A) The minimum staffing requirements within the Patrol Division shall be:

SHIFT	COVERAGE	AREAS
(12AM-8AM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(8AM-4PM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(4PM-12AM)	Five (5) Patrol Officers	Posts: 2, 3, 4, 5, 6

Should a Traffic Unit be staffed in the future, Traffic Officers will not be utilized to fulfill minimum manning.

Section 3. Vacancies

A) All vacancies or promotions within the West Warwick Police Department caused by an employee's death, retirement, promotion, or termination shall be filled within a period of twenty (20) days. All promotions shall be made from the eligibility list in effect at the time the vacancy occurred; provided, however, in the event more than three (3) officers retire in a given month, any and all promotions in rank and pay resulting from said vacancy shall be made effective immediately upon the creation of said vacancy, the date of transfer for said vacancies may be extended up to forty-five (45) days.

B) Vacancies within the patrolman's rank are to be filled at the same time promotions are made.

C) In the event a position is left vacant due to illness, death, retirement, resignation, promotion, etc., no employee will be temporarily assigned to an "acting" position. All vacancies shall be filled on a permanent basis.

D) For any new hires within the Department, the effective date of hire is upon graduation from the Police Academy.

Section 4. Promotions

A) Any employee covered by this Agreement may test for any rank which is one grade higher than what that employee currently holds.

1) In order to be eligible to test for the ranks of Lieutenant, Captain or Major the employee must have served at least one (1) year in the current rank by the date of the test.

2) Any employee of the department with a minimum of three (3) years of service may test for the rank of sergeant but will not be eligible for promotion until that employee has served a minimum of five (5) years of service.

B) At least three (3) months prior to any promotional examination, the Chief shall cause notice of such examination to be posted on the Police Department bulletin board, where it will be visible to all employees. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken. The materials to study will not exceed more than four (4) written sources.

C) Promotional points shall consist of the following unless in conflict with the Town Charter:

1) Written Examination:	70 points
2) Seniority:	20 points
3) Chief:	5 points
4) Education (from an accredited institution):	5 points
a. Associate degree in Criminal Justice:	2 points
b. Bachelor degree in Criminal Justice:	4 points
c. Master degree in Criminal Justice:	5 points

D) Points awarded to candidates of promotions, in accordance with paragraph (C) 2, 3, and 4, (seniority, Chief, and education), shall be listed and posted in a place visible to all employees, at least ten (10) days prior to the examination.

E) All promotional examinations shall be administered and corrected by the personnel department.

1) All questions on the written examination shall be multiple choice.

2) The tests will be corrected and final results posted for all employees no more than four (4) hours after the test was administered.

3) Completed examinations shall be kept for a period of eight (8) business days after the testing date. The corrected examination shall be made available for review upon request by the officer to the personnel director.

F) The final standings of each promotional list shall be posted. The employee's scores in each of the four (4) considered areas shall be made available privately to the employee upon his/her request.

G) A vacancy will be filled by promoting the top person on the eligibility list.

H) An employee's eligibility list for promotions shall be kept for a period of two (2) years, which shall commence from the date that the final promotional marks are submitted, unless exhausted prior to the completion of the two (2) years.

I) Any part of the promotional process that does not comply with the provisions of this Section shall be subject to the grievance procedures of this contract.

ARTICLE V

Section 1. Duties

A) The duties of the members of the Union shall consist of upholding the Constitution and laws of the United States of America, the Constitution and laws of the State of Rhode Island, the provisions of the Town Charter, and the ordinances of the Town of West Warwick.

Section 2. Details to Other Departments

A) The Town agrees that members of the Union, whose duties are defined in Article V, Section 1 shall not be detailed to other departments of the Town for other than police duties. The detail or transfer from one unit to another within the Police Department shall be in accordance with Article III, Section 7.

Section 3. Details with Other Agencies

A) The Town agrees that when occasions arise, employees may assist requesting law enforcement agencies with non-departmental details, as well as allowing other agencies to assist in West Warwick for non-departmental details.

Section 4. Off Duty but Required to Act Provision

A) Off duty shall be defined as those hours when an employee is not working an assigned duty shift or Town-approved detail.

B) When an employee is off duty and finds it necessary to uphold the law, as per Article V, Section 1 of this Agreement, that employee shall be considered on duty. In such case, that employee shall be protected by all provisions of this Agreement.

ARTICLE VI

Section 1. Hours

A) The regular working schedule for all employees, excluding those employees on a 5 and 2 schedule, shall be a six (6) day cycle of four (4) consecutive working days of eight (8) hours, followed by two (2) consecutive days off.

B) Any employee on a 5 and 2 rotation will have a work schedule of Monday through Friday; 8 am to 4 pm, 7 am-3 pm Traffic Officer, unless otherwise mutually agreed upon, with weekends off. All employees working a 5 and 2 schedule shall receive four (4) hours of compensatory time per month.

C.) In addition to the above, any employee working a 5 & 2 rotation will receive eight (8) "Kelly" hours of compensatory time that must be tracked separate and apart from normal compensatory time. Said Kelly hours must be used within a six (6) month period or said time will be forfeited. Further, said Kelly hours have no redeemable value upon which they can be cashed out.

Section 2. Mutual Switches/Substitutions

A) An employee has the right to substitute at any time regarding regularly scheduled work hours, provided, that at least twenty-four (24) hours' notice is given to the officer-in- charge (OIC).

B) In the event an employee has to be relieved from his/her regular working shift, or departmental overtime or non-departmental overtime for any reason, that employee shall be responsible for payment to the employee relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.

Section 3. Compensatory Time (Earned & Used)

A) Any employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for departmental overtime hours worked.

B) An employee must request time off from the Chief of Police or his designee and said request shall not be denied unless it adversely affects the manning of the shift in question or otherwise unduly disrupts the operations of the Police Department. In accordance with Department Policy #98-15, dated May 11, 1998, compensatory time may be used in lieu of vacation time. Attached hereto as Exhibit "A" is said Department Policy #98-15.

Section 4. Order-In Procedure

A) The parties hereto recognize that there occasionally arise situations where there is an inability to fill overtime positions within the Uniform Division. When the failure to fill existing overtime positions created by illness and/or vacations, and the refusal of officers to accept the overtime jobs in accordance with the voluntary, rotational overtime fist results in a manpower

shortage on a Uniform Division shift, it is agreed that the overtime position shall be filled by exercising the following procedure:

1) All reasonable attempts shall be made to fill the overtime job by offering the job to all employees whose names appear on the voluntary, rotational overtime list maintained for all overtime hiring purposes.

2) In the event the vacancy is not filled by voluntary acceptance of the overtime job by an officer on the rotational list, the least senior officer who has been granted a discretionary vacation on the understaffed uniform shift shall be ordered to work his regularly assigned job.

3) In the event the least senior employee cannot be contacted for the purpose of canceling his discretionary vacation day and ordering him back to work, the next least senior employee from that uniform shift who has been granted a discretionary day off will be contacted and ordered to work his regularly assigned duties.

4) Probationary officers shall be ordered to work in the event the overtime position is not voluntarily filled.

5) In the event there are no probationary officers available, the least senior employee from the preceding shift shall be required to stay four (4) hours after his/her regular shift and the junior employee from the following shift shall be required to come in four (4) hours prior to his/her regular shift, regardless of division assignment, excluding members of SIU.

6) In the event a supervisor is ordered to work in the Patrol Division he or she will be compensated at his or her overtime rate of pay.

B) No employees shall be ordered to work on a holiday that is his/her regularly scheduled day off, except in emergencies.

ARTICLE VII

Section 1. Departmental Overtime

A) In the event vacancy coverage is required to maintain the minimum manning levels, overtime will be equally and impartially distributed among off duty employees. All overtime shall be compensated at a rate of time and one-half the hourly salary rate of the position being filled. Any time worked from twenty (20) minutes past the hour shall be compensated as one full overtime hour.

B) In the event an employee is held over more than sixteen (16) hours that employee rate of pay shall be increased to double time with approval of the Chief or his designee.

C) An employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for overtime hours worked.

D) Hours worked on private or special details shall not be counted in determining the number of hours worked for overtime purposes.

E) To be compensated for overtime worked at the rate of time and one-half, an employee must have received accredited workdays on the day before and the day after the day that overtime was worked. Sick leave taken during the week other than the day before or the day after the overtime day will not affect an employee's overtime pay. Regularly scheduled days off, compensatory days, vacation days, personal days, or administrative days shall be considered accredited workdays.

F) No employee shall have his/her normal scheduled tour of duty changed in order to compensate for or offset overtime hours worked outside his/her regular work shift or basic workweek.

G) In the event that all civilian dispatchers or any other qualified AFSCME employee have refused overtime positions, employees covered by this Agreement will be permitted to work overtime assignments as dispatchers. All supervisors regardless of rank who elect to work this overtime will be compensated at the rank of sergeant. All officers at the rank of Patrol will be compensated at their normal overtime rate. Supervisors regardless of rank, who elect to work patrol overtime shall be compensated at a sergeant's rate of pay only when there is no road supervisor available.

Section 2. Holdover Hours

A) In the event it becomes necessary to hold over an employee from one work shift to the next, for reasons other than satisfying the minimum manning requirements, the assignments needed to be filled shall first be offered to those employees who are working the current shift with the greatest seniority. In the event that all the assignments are not filled, then employees who are working the current shift with the least seniority shall fill said assignments.

B) In the event that an employee is held over after his/her shift, the employee will be compensated for actual hours worked, with no minimum in effect. Employees working for twenty (20) minutes past the hour shall be compensated for the full hour.

Section 3. Call-Back Hours

A) All employees of the Police Department called back to duty for any reason shall be compensated at the rate of time and one-half the employee's normal hourly rate of pay with a four-hour (4) minimum in effect. Every additional twenty (20) minutes worked past the hour will be paid as one full hour. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

B) Any employee required to report to duty outside of their normally assigned shift shall be compensated at the rate of time and one-half.

Section 4. Court Time

A) Any employee who has to appear in court, outside of his/her regular work hours, as a witness shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

Section 5. Recertification Hours

A) Whenever any off duty employee is required to attend any police related activity, including, but not limited to: Firearms Recertification, PR-24 Recertification, A.E.D Recertification or Breathalyzer Recertification he/she shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours.

Section 6. Non-Departmental Overtime (Special Details)

A) Non-departmental overtime includes school details, road construction details, details worked for the Board of Canvassers, details where liquor is being served, or any other detail for a private company, organization, or enterprise.

B) Non-departmental overtime shall be compensated at the following rates:

1) Detail Rate = Time and one-half the patrol officer's rate of pay.

2) Saturday Rate = Time and one-half the Detail Rate.

3) Sunday/Holiday Rate = Double the Detail Rate.

a) Road Construction details hired for weekdays (non-holiday) shall be compensated at the Detail rate as defined above. In the event that a road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at the Saturday rate as defined above.

b) Road construction details hired for a Saturday shall be compensated at the Saturday rate defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Saturday Rate.

c) Road construction details hired for a Sunday or a holiday, as defined in Article IX, Section 1 (including General Election Day) shall be compensated at the Sunday rate as defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Sunday Rate.

d) All other non-departmental overtime shall be compensated at the Detail Rate of pay as defined above regardless of the number of hours or the day of the week.

e) Any non-departmental overtime requiring a superior (ranking) officer to supervise other employees on the detail shall be compensated at the rate of time and one-half the supervisor's regular rate of pay.

f) Non-Departmental Overtime Special Details - Sunday / Holiday Rate=Double the Detail Rate. Christmas Eve after 12:00 PM and New Year's Eve after 12:00 PM will be compensated at the Holiday Rate for Detail purposes only.

C) All requests by third parties for non-departmental overtime shall be made forty- eight (48) hours prior to the start of the overtime, unless the overtime is the result of an emergency situation.

D) Any road construction on a main roadway or secondary roadway or in any case where public safety is concerned shall, at the discretion of the Officer in Charge (OIC) or Chief of Police, require a uniformed police officer to be present and he shall be paid at the above rates of pay.

E) All non-departmental overtime hired shall specify the duration of the detail, with a four (4) hour minimum required. In the event the non-departmental overtime exceeds the time specified, the employee shall be compensated for eight (8) hours.

F) All non-departmental overtime over the eight (8) hours, all time worked from fifteen (15) minutes past the hour shall be compensated as one full hour.

G) Any cancellations of the above non-departmental overtime shall be made at least two (2) hours prior to the specified time of an employee's arrival at the detail or the four (4) hour minimum shall be paid. In the event the non-departmental overtime is not canceled prior to the employee's arrival, that employee shall be compensated as If that employee had worked the overtime.

H) Any employee who has been assigned non-departmental overtime and is injured in the course of such overtime shall be compensated by the Town to the extent required by §45-19-1 of the Rhode Island General Laws, 1956 as amended from time to time, until such time as the member is retired or is no longer disabled.

I) All detail monies earned will be paid through the Town payroll system with all appropriate deductions required under law and the terms of the Collective Bargaining Agreement. The cost of Social Security shall be borne by the person, organization or company employing said police officers on detail and billed for same by the Town.

1) All overtime monies earned shall be paid by the Town to the employee within one pay period of the time the detail is performed.

2) Details worked for other Police Departments shall be paid through the Town payroll system at the prevailing rate of pay established by the collective bargaining agreement of the requesting Police Department.

J) In the event an employee has to be relieved from his/her special detail for any reason, he/she shall be responsible for payment to the officer relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.

K) Employees working any overtime detail shall conduct themselves consistently with on-duty conduct.

L) All members covered by this Agreement who retire on or after July 1, 2005 with a non-disability status, shall be eligible to become "Special Officers." A "Special Officer" (as

described in Article XXII) will be eligible to work all non-department overtime "Special Details." Details will be offered to Special Officers only after all full time active officers have been offered and refused-right of first refusal.

Section 7. Overtime List

A) All departmental and non-departmental overtime shall be hired from the overtime list. The overtime list shall be governed by the following rules:

1) The overtime book shall have the names of all employees in alphabetical order, with at least one phone number at which the employee can be reached. Employees listing more than one phone number will designate a primary phone number.

2) The normal time for hiring overtime shall begin at 6:00 p.m. All departmental and non-departmental overtime for the following day will be hired at that time.

a) In the event that departmental and/or non-departmental overtime becomes available after the 6:00 p.m. hiring time, the Officer-in-Charge will hire the overtime at the most practical time proceeding the overtime.

b) In the event that a special function requires several officers (parade, festival, etc.), positions may be hired several days in advance.

3) The Officer-in-Charge or his/her designee shall call each employee available for the overtime, using the primary phone number of the employee. The use of secondary phone numbers shall be at the discretion of the Officer-in-Charge.

a) In the event the Officer-in-Charge reaches an answering machine, he/she will leave a brief message detailing the purpose of the call. The OIC shall note that an answering machine was reached, and then move on with the list.

b) If the primary number of an employee is a pager, the OIC shall leave the police station phone number on the pager, and wait a reasonable amount of time for the employee to call back. If no call is returned within the reasonable time, the OIC shall note that a pager was called, and then move on with the list.

c) If an employee is reached and takes or denies the overtime, this shall be noted on the overtime list.

d) If an employee is hired outside the 6 p.m. hiring time, he/she shall receive an "outside W," which notes that he/she shall be skipped during the next regular hiring.

1. If all employees refuse overtime, an employee with an "outside W" will be eligible for the remaining overtime.

2. Any employee being ordered to work shall not receive an "outside W."

4) After the 6:00 p.m. hiring, the list shall move three (3) names from where it began. The overtime list shall begin at that point during the subsequent hiring(s).

B) If departmental overtime positions are not voluntarily filled, then positions shall be filled pursuant to the order-in policy in Article VI, Section 4 of this Agreement.

C) If an employee cancels an overtime position voluntarily taken, he/she shall be suspended from the overtime list for a period of seven (7) days. If an employee cancels two (2) or more times during a fiscal quarter, the employee will be suspended from the overtime list for a period of fourteen (14) days.

D) The sole remedy for any missed assignment of overtime work or details shall be that the officer denied the opportunity will be offered the next similar opportunity that arises.

E) Special Officers (as described in Article XXII) list will consist of all post July 1, 2005 retirees who have enlisted in the program and will be run alphabetically in the same manner as the active officers list.

Section 8. Notwithstanding any ordinance or policy to the contrary, there shall be no limit on the amount of money a retired employee can receive from working private details.

ARTICLE VIII

Section 1. Vacation Time

All Members of the West Warwick Police Department shall be entitled to the following annual amount of paid vacation:

With one (1) year of service and less than four (4) years	112.5 working hours
With four (4) years of service and less than eight (8) years	150 working hours
With eight (8) years of service and less than twelve (12) years	172.5 working hours
With twelve (12) years of service but less than sixteen (16) years	195 working hours
With sixteen (16) years of service or more	210 working hours

Section 2. Personal Time

A) In addition to the above vacation schedule, all employees shall be entitled to thirty (30) hours of personal time.

Section 3. Accrual of Time

A) Employees shall be allowed to carry over a maximum of two (2) full year(s) unused vacation time from one fiscal year to next.

Section 4. Payment of Unused Time

A) An employee may opt to be paid for unused vacation time, up to one (1) full year at straight time. Payments under this Section shall be requested in writing on or before April 1 and

will be paid on or before June 30. Payouts shall be for previous fiscal years- accumulated vacation time according to schedule set forth in Section A. Said disbursement will be made separate and apart from the normal weekly payroll.

B) Upon resignation, retirement, termination, or death of an employee, all unused vacation time (not more than three (3) years accumulation) shall be paid to the employee, the employee's widow/widower, the employee's next of kin, or estate. All payments shall be made within thirty (30) days of the employee's departure.

ARTICLE IX

Section 1. Paid Holidays

A) The following fourteen (14) holidays shall be paid holidays for all members of the West Warwick Police Department:

New Years' Day	Victory Day
Presidents' Day	Veterans' Day
Martin Luther King, Jr. Day	Labor Day
Easter Sunday	Columbus Day
R.I. Independence Day	Police Memorial Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. Holiday Procedure

A) For pay purposes, holidays will be considered to fall on the day of observance declared by the Town, except that the following holidays will be considered to fall on the actual day on which the holiday falls: Independence Day (July 4), Christmas Day (December 25), New Year's Day (January 1).

B) Holidays shall be paid at the rate of eight (8) hours pay and shall be paid to each employee over and above his weekly salary whether he or she works or not.

C) In the event a member is required to work on any of the aforementioned holidays, said member shall receive eight (8) hours pay at the rate of time and one-half in addition to the benefit cited in subsection (B) above, for those hours worked on the celebrated day of the holiday.

D) Officers working a five and two schedule shall be entitled a half day off on the day before Christmas and the day before Thanksgiving and Good Friday, said half days to be in addition to the holidays provided in Section 11.

E) Whenever a holiday is observed on a Saturday or a Sunday, all members working a 5 and 2 work schedule will be granted one (1) additional vacation day per year per occurrence.

ARTICLE X

Section 1. Sick Time

A) Sick leave for employees shall be granted at the rate of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate from year to year without limitation.

Section 2. Reasons for Deductible Sick Leave

A) Sick leave for employees shall be granted for the following defined reasons:

1) Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his present position.

2) Attendance upon a family member including domestic partner within the household of an employee whose illness requires the care of such employee for a period not more than four (4) consecutive days at any one time. Employees can be required to sign an affidavit stating that there is no way to make other arrangements. In the event that a member of an employee's family is suffering from a serious health condition, additional time shall be granted in accordance with the Family and Medical Leave Act. Domestic Partner is defined as a partner of the same or opposite sex who lives in the same household for at least six (6) months and has made a commitment to continue to live as a family.

Section 3. Sick Leave Not Deductible

A) Enforced quarantine when established and declared by the State Department of Health for the period of such quarantine only.

B) In the case of death of a mother, father, stepmother, stepfather, spouse, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, or of the spouse's immediate family, including grandmother or grandfather each employee shall be entitled to a leave of absence with pay from the time of notification of death up to and including the day following the burial of the deceased. In cases where unusual distance exists, such period shall be extended to a maximum of seven (7) days. In addition thereto, in the case of an employee of the Jewish faith, they shall be entitled an actual period of mourning not to exceed seven (7) days from the date of the burial.

C) In the case of relatives of employees other than as provided in subparagraph (B) above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of the deceased, provided that written notice of such leave of absence shall be given to the employee's commanding officer at least one (1) day prior to such leave.

Section 4. Maternity/Paternity Leave

A) Employees who completed at least one (1) year of service shall be granted a leave of absence for childbirth not to exceed six (6) months. A doctor's certificate of pregnancy must be given by the employee as to when the employee should commence her leave.

B) During the period of pre-birth or afterbirth, for a period not exceeding sixty (60) days, certified by the employee's physician that the employee is disabled relating to either the pregnancy or the birth of the child, employee shall have said sixty (60) days treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits and all other fringe benefits. Subsequent to the sixty (60) days for the remainder of the four (4) months, the employee shall not accumulate sick leave or vacation or annual leave, but shall continue in her seniority status, medical insurance benefits and other fringe benefits.

C) An employee planning to take a childbirth leave shall notify the Chief of Police, or his designee, of her intention to leave thirty (30) days prior to the start of such leave. However, this advance notice shall not apply in the case of medical emergency. The employee shall give the Chief of Police, or his/her designee, fifteen (15) days' notice of her intention to return to her duties from such leave.

D) In the event that an employee adopts a child at or under the age of five (5) years, all rights under this Section shall be granted to that employee.

E) No paragraph in this Section shall impede or restrict the rights of an employee granted under the Family and Medical Leave Act. However, time off under the Family and Medical Leave Act is not intended to exceed six (6) months total time per child per incident.

Section 5. Payment of Unused Time

A) Upon termination, retirement or death, the employee's sick leave shall be returned in cash or in credit toward retirement to the individual, widow/widower, his estate, or next of kin; at the following rate:

One to one hundred-fifty days (1-150) at 100%.
One hundred-fifty one to two hundred days (151-200) at 50%.
Two hundred One to two hundred fifty days (201-250) at 25%.

Said payment shall be made within thirty (30) days of the employee's departure.

B) Additionally, employees will be able to sell back fifty percent (50%) of their annual sick leave to the Town which will be paid at straight time. Requests must be made on or before January 1 of each fiscal year. Disbursements will be within thirty (30) days from January 1 and checks will be made separate and apart from the normal weekly payroll.

C) During the month of March in every year, the Town of West Warwick shall cause to be published and dispatched to the members of the Police Department their present entitlement under this clause.

Section 6. Time Towards Early Retirement

A) An employee may elect to have up to one hundred and thirty (130) days of such unused accumulated sick leave credited towards his/her retirement in which event, the employee would be entitled to take what in effect amounts to an early retirement but would receive during such periods his full pay until the date of his/her normal retirement.

B) Any employee wishing to utilize the Time Towards Early Retirement clause of this Agreement must, in writing, notify the Town of his/her desire, and said time shall be used consecutively and without recourse for return to duty. Said employee will not be allowed to accrue any additional time for vacation, sick or personal time however, said employee shall receive ail other benefits and privileges afford to that employee in accordance with this Agreement.

C) With regards to the vacancy created by the departure of any employee utilizing the Time Towards Early Retirement, the Town shall construe the vacancy to have occurred on the first day that that employee utilizes toward early retirement. Vacancies shall be filled in accordance with Article IV, Section 3 of this Agreement.

Section 7. Voluntary Donation of Accumulated Sick Leave and Vacation Time

A) A member seeking donated sick leave days or vacation days shall submit his/her request to the President of the Union or his designee, who shall distribute the request to the members of the bargaining unit. In order for a member of the bargaining unit to be eligible to respond to the request and to voluntarily donate his/her accumulated sick leave time or vacation time, the member must sign a "Donation Affidavit," as utilized by the department. Furthermore, any member who voluntarily elects to donate his/her accumulated sick leave or vacation time shall lose all rights and interest in said days.

B) In order to be eligible to receive a donation of accumulated sick leave or vacation time, the member receiving the donation must be: (a) suffering from a non-OJI related illness or injury (including but not limited to maternity leave), (b) absent from work for attendance upon ill or injured members of the family within the household of the member (except in the case of a legal spouse, child, domestic partner, or parent who does not reside within the member's household) whose illness requires the care of such member's available annual sick leave days. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, personal days, and compensatory time the member receiving the donation must first have exhausted all of his/her sick leave time, vacation time, personal days and compensatory time.

C) A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave time or vacation time to another member within the department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay; provided however, in no event shall the rate of pay received by the receiving member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is of higher rank within the department than the donating member).

D) Each member can only donate his or her accumulated time up to eighty (80) hours per fiscal year.

E) It is further agreed upon that no member can file a grievance against the Town or the Union for being denied any donated accumulated time.

ARTICLE XI

Section 1. Clothing and Equipment Allowance

A) All employees covered by this Agreement shall receive twenty-two hundred fifty dollars ($2,250.00) for repair, replacement and maintenance of personal equipment. This allowance shall be paid in the first pay period in the month of April of each year. Said disbursement will be made separate and apart from the normal weekly payroll.

Section 2. Lost/Stolen/Damaged Equipment

A) The Town shall replace any clothing and equipment damaged or lost in the line of duty to include but not be limited to; eye glasses, dentures, watches and other personal effects.

Section 3. Bulletproof Vests

A) The Town recognizing the importance of police officer safety, shall provide fitted protective body vests to each employee so requesting. It shall then be the responsibility of the employee to maintain the vest and show it upon request by the Chief at the start of their regular shift. The Town shall pay up to a maximum of three hundred dollars ($300.00). If an employee wishes to upgrade the vest, he must pay for the additional costs. At the conclusion of the warranty period, expected to be five to six years, and upon the return of the obsolete vest, the Town shall provide a new vest to the employee, if he/she so requests. The vest becomes the property of the officer who it was issued to, unless he/she requests a replacement.

Section 4. Rain Gear

A) The Town shall replace rain gear (raincoats and boots) which are unserviceable or unsightly because of normal wear and tear.

Section 5. Uniform Changes

A) In the event the Town contemplates a change in uniform for the Police Department, it agrees to negotiate the change with the Union prior to instituting a change. The Union will be allowed to have one (1) designee appointed to the panel.

Section 6. Uniform Inspection

A) Every employee must maintain a full uniform, as provided for in the current contract. The Chief of Police may conduct an annual inspection to verify that each employee's uniform is in good condition.

ARTICLE XII

Section 1. Salaries

A) Salaries for employees of the West Warwick Police Department shall be as set forth below.

B) The below salaries shall be paid each week on a Wednesday.

*Salaries do not reflect shift differential

RANK	7/1/2014 0%	7/1/2015 0%	7/1/2016 0%
Prosecution Major	$1,441.25	$1,441.25	$1,441.25
Patrol Major	$1,408.51	$1,408.51	$1,408.51
Detective Captain	$1,312.68	$1,312.68	$1,312.68
Patrol Captain	$1,279.94	$1,279.94	$1,279.94
Pros./Admin. Lieutenant	$1,248.41	$1,248.41	$1,248.41
Patrol Lieutenant	$1,215.65	$1,215.65	$1,215.65
Detective Sergeant	$1,184.12	$1,184.12	$1,184.12
Patrol Sergeant	$1,151.39	$1,151.39	$1,151.39
Detective	$1,078.60	$1,078.60	$1,078.60
Patrol Officer	$1,045.85	$1,045.85	$1,045.85

In accordance with Article XXIII, Section 2, Subsection D, the parties agree to reopen this agreement during years 2017 and 2018 with respect to wages only. In any such negotiation, the parties will consider, among other factors, the Town's then prevailing fiscal condition and the health of the Pension Plan.

Section 2. Shift Differential

A) Any employee working between the hours of 4:00 p.m. and 12:00 midnight shall receive an additional thirty cents ($.30) per hour.

B) Any employee working between the hours of 12:00 a.m. and 8:00 a.m. shall receive an additional thirty-five cents ($.35) per hour.

Section 3. Service Out of Rank

A) Employees who assume the responsibility of a higher rank shall be compensated for this service at the same rate of pay as the employee for whom they are filling in. Such higher rates shall apply commencing immediately upon assuming the responsibility. No employee shall receive more than one (1) pay grade higher within their division.

B) In any case where an employee serving out of rank, contracts an illness or suffers an injury in the performance of his/her duties, he/she shall be entitled to all the benefits of the higher rank, including, but not limited to, pay at the rate he/she was receiving while serving out

of rank, provided that the rate of pay or the rank is equal to or greater than what that member currently holds.

Section 4. Longevity

A) The Town shall pay longevity payments to all employees in recognition of continuous dedicated service to the Town in accordance with the following schedule:

4 years to less than 8 years	4.50% of annual salary
8 years to less than 12 years	6.00% of annual salary
12 years to less than 16 years	8.00% of annual salary
16 years to less than 20	10.00% of annual salary
20 years and above	11.50% of annual salary

B) The longevity payment will be paid in a check separate and apart from the normal weekly payroll. In instances when an employee shall leave the services of the Town prior to the first pay period in November, said payment shall be made within thirty (30) days of the employee's departure.

C) In accordance with the FLSA, the Town shall calculate additional payments due employees as a result of overtime on a quarterly basis. These payments shall be made in a check separate and apart from the weekly payroll on the last pay period of the following quarter.

D) Longevity shall be calculated and paid based upon each employee's date of hire. The first longevity payment or step increase shall be from such employee's anniversary date forward. By way of example only, if an employee's anniversary date is October 1, and the employee is due a step increase, the employee's longevity payment will be based upon the prior step for the months of July to September and upon the step increase for the succeeding period of October to June.

(E) Any employee who receives a longevity payment and terminates employment with the Town prior to June 30th shall reimburse the Town to the extent any longevity payment so received was based upon time not actually served.

ARTICLE XIII

Section 1. Health & Dental Benefits - Active Employees

A) Effective July 1, 2014, Members of the Police Union shall be offered and shall select one of two alternative HealthMate, Coast-to-Coast insurance benefit plans attached hereto as Exhibit C (hereinafter the "$500 Deductible Health Plan"), and Exhibit D (hereinafter the "HSA Plan").

1) The Town shall also provide Delta Dental, Levels I, II, III, and IV.

In the event that the health plan provider (third-party) unilaterally changes the terms, conditions, and obligations of the health insurance plan/benefits, the Union and the Town shall agree to re-open the collective bargaining agreement to address the unilateral changes made that were beyond the authority and control of the Union and the Town.

In addition, upon receipt by the Town of notice, provided by the health care provider (third-party), of changes to the health insurance plan/benefits, then the Town shall provide said notice to the Union forthwith. Both the Town and the Union shall jointly request of the health plan provider (third-party) for an extension of time, if necessary.

Both the Town and the Union shall agree to re-open negotiations within seven (7) days of the Union's receipt from the Town, of notice regarding changes to the health care plan/benefits. After negotiations have been reopened, should the parties reach an impasse without resolution, both parties agree to petition for binding arbitration through the. American Arbitration Association, for utilizing expedited arbitration procedures pursuant to the rules.

B) The Health Plans available to active employees as set forth in Exhibits C & D are summarized as follows:

1) **$500 Deductible Health Plan**

	Co-Payment Schedule
Office Visits	$15.00/$25.00
Urgent Care	$25.00
ER Co-Pay	$100.00
Rx Benefits	$7/$30/$50
Deductible	$500 per person/$1,000.00 max family

The $500.00 deductible **"does not apply to"** Lab, X-Ray, MRI, CT Scan, Office Visits, Emergency Room, Urgent Care or Drugs.

The $500.00 deductible "applies to" Outpatient Surgery, In-patient Surgery and Child Delivery.

Effective January 1, 2012 and thereafter, the contribution for active employees who elect to remain in the above described "traditional" plan will increase to 20% of the working rate.

2) **Health Savings Account:**

Implement High deductible plan effective January 1, 2012
$2,000/$4,000 Deductible

Implement HSA Savings Plan with following contributions (pre-tax payroll deduction) for the duration of the Agreement:

Family	Employee:	$2,500	Employer:	$1,500.00
Individual	Employee:	$1,250	Employer:	$750.00

The Employer agrees to contribute $750.00 on January 1 for each employee enrolled in the individual plan and $1,500.00 for each employee enrolled in the family plan of the Town's High Deductible Health Plan.

C) The Town may provide an optional additional health care plan which is substantively equivalent to health care provided. Employees who voluntarily choose such alternate coverage, if the coverage costs less than health care provided, shall receive fifty percent (50%) of the savings resulting from the choice. If, however, such a plan costs more than health care provided, the employee shall pay the difference between the cost of health care provided, and the optional coverage. Employees will be allowed the opportunity each year during the applicable open enrollment period or at other times established by law to change carriers.

D) Employees will be given the option to make their health care contributions Pre-Tax.

E) Effective July 1, 2005 there shall be no co-payment of Health Insurance Premiums for present retirees and future retirees except as set forth in Section 2D below.

F) During the term of this Agreement, the Town at its discretion may provide other alternative health insurance coverage which will provide Police Officers with the same level of benefits and service, including benefits for any pre-existing condition, as received currently. In such cases, the Town will meet and notify with the Union prior to changing health care providers. If the Union disagrees with the Town pertaining to the equivalency of the health care benefits, the Town or the Union may file for expedited arbitration so that an arbitrator may rule whether the health care benefits are the same level. The Town agrees that no changes will be made in the present health care if there is a dispute until such time that a decision is rendered from the arbitrator.

Section 2. Health Benefits- Retirees

A) No employee who is retired shall be eligible to receive health benefits unless and until such employee is eligible to receive his or her pension.

B) Upon achieving eligibility for health care benefits, a retired employee shall receive the same health care benefit as such employee was receiving immediately prior to retirement.

C) The Town's obligation hereunder to provide health care benefits to each retiree shall be suspended if the retiree is receiving the same health care coverage as an employee of some employer other than the Town, and shall cease when the retiree becomes eligible for Medicare. In the latter case, the Town shall provide to each retiree a supplement to Medicare in the form of Plan 65 or its equivalent.

D) The parties agree that any member who retires on the $500 Deductible Health Plan will contribute four percent (4%) of his/her annual retirement benefit toward health insurance. There shall be no co-payment of health insurance from individuals on the HAS Plan other than the required contribution as defined in Article XIII, Section 1.B.2 entitled Health Savings Account.

Section 3. Wellness Program

A) A wellness test will be conducted in an effort to keep members of the department in good overall health. Those who wish to partake may voluntarily take this test. There will be no compensation for taking the test itself. Those working will be allowed time off to take the test, but only if scheduling does not allow for it on the officer's time off. Preparation for the test will

be done on one's own time with no liability to the Town. No officer may take the test more than two (2) times per year.

B) The test will be administered by a Department Physical Fitness Specialist, who is certified through the Rhode Island Municipal Police Academy and the Cooper Institute. The test will consist of the Rhode Island Municipal Police Academy entrance standards and it will be evaluated under the pass/fail scoring system. If a member fails at any point during the test, the test will end for this member.

C) Payment for successful completion of the test will be as follows:

a. The first attempt and pass will result in payment of five hundred fifty dollars ($550.00) for the member, paid within the next two (2) pay periods and the amount will be added onto the base pension formula.

b. If a member passes said test two (2) consecutive years the payment will be seven hundred fifty dollars ($750.00), paid within the next two (2) pay periods and added onto the base pension formula.

c. Effective 01/01/08 if a member who passes said test three (3) consecutive years the payment will be one thousand dollars ($1,000.00), paid within the next two (2) pay periods and added onto the base pension formula.

d. In the event a member fails or does not take the test any given year, he/she receives no payment.

e. After a member fails or skips a year the next test he/she decides to take, if passed will result in a five hundred fifty dollar ($550.00) payment. The payment schedule as detailed in b and c will continue from that point upon successful completion of said test

Section 4. Other Post Employment Benefits (O.P.E.B.)

Effective July 1, 2014, all bargaining unit members will contribute One Percent (1%) of their wages per week, pre-taxed, toward O.P.E.B.

ARTICLE XIV

Section 1. Injuries/Illness in the Line of Duty

A) An employee incapacitated by reason of injury or illness contracted in the line of duty shall receive full salary while his/her incapacity exists or until he/she is placed on disability retirement. Any medical expenses in connection with the injury/illness shall be paid by the Town. Said employee shall be covered pursuant to the General Laws of the State of Rhode Island, Chapter 45-19, Section 1, as amended, or until they are placed on disability pension.

B) The Town agrees that an employee will be considered as injured on duty if such injury occurs at any time while such employee is actually performing police work, even though said

employee may not actually be on his/her regular tour of duty, in accordance with Article V, Section 4 of this Agreement.

Section 2. Medical Care

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

1) Employees injured or who contract illness in the line of duty, whose condition requires admittance to a hospital, shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The choice shall be made by the employee or, if his/her condition prevents him/her from making his choice, the choice shall be made by his/her nearest relative who may be available at the time. In other cases where hospitalization is not required, the employee shall have the right to a specialist of his/her own choice from the staff of a hospital in the State of Rhode Island for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

2) In cases which are of a minor nature (minor lacerations, abrasions, contusions, etc.), the judgment of the resident physician shall be followed regarding the necessity of calling a specialist.

3) When an employee has suffered a minor injury in the line of duty which does not require the care of a physician and has been treated by a member of the rescue squad, the report of the injury and treatment shall be made and forwarded to the Chief and become a part of the record of the Department. Any subsequent worsening of the injury which is proven by the employee, or of the immediate areas of the injury, shall entitle the individual to the benefits of this Article.

4) In any case where an employee desires to be hospitalized in a hospital outside the State of Rhode Island, the Town shall permit said employee to be hospitalized or to be so treated by such physician only if there is on file with the Town Clerk of the Town a certificate from the employee's resident physician in the State of Rhode Island that such hospitalization outside the State of Rhode Island is required for proper treatment and/or cure of said employee's injury or physical condition.

5) When an employee has suffered a job-related injury and an occasion arises when that Injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the Town's expense. In the event that the physician who attended the employee for the original injury is not available by reason of illness, death, or from other circumstances, the employee shall have the right to engage a specialist of his 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 this Section.

6) The Town shall have the right to have an employee who is claiming a job- related injury examined by a qualified physician of the Town's choosing.

7) The Town shall pay all expenses for inoculation or immunization shots for the employee and for the members of the employee's family residing in his/her household when such shots become necessary as a result of said employee's exposure to contagious disease where said employee has been exposed to said disease in the line of duty.

Section 3. Light Duty

A) An injured employee, or an employee who is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, shall be required to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and the Town physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

2) Prior to reporting to light duty, the employee must be informed in writing of the type of work he/she must do. This must be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee cannot be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.

3) No member shall be required to leave the station while on light duty.

4) The member must be granted time off for doctor's visits or therapy.

5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

B) It is not the intent of this Section to in any way circumvent the terms of RI Law 45-19-1, as amended.

C) An employee who suffers a non-job related injury or illness and is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may be allowed to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and, if so desired by the Town, by the Town's physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

2) Prior to reporting to light duty, the employee and Town must agree in writing to the type of work he/she will perform. This shall be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee will not be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.

3) No Member shall be required to leave the station while on light duty.

4) The Member must be granted time off for doctor's visits or therapy, however, said time shall be deducted from the employee's accumulated sick, vacation, personal or compensatory time.

5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

Section 4. Subrogation Rights

A) 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 receives payment from said third-party. The attorney for the member of the bargaining unit shall be entitled to a reasonable fee for collecting said monies from said third party.

ARTICLE XV

Section 1. Schools/Seminars

A) The Town agrees that when a school or seminar is offered to employees, a notice of the school or seminar will be posted for four (4) consecutive days on the department bulletin board and will be read at roll call. Employees on O.J.I. or extended illness will be contacted by telephone. Employees interested in attending this school or seminar will submit a bid to the Chief of Police in writing within the posted time limit.

1) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer or assignment is limited to one rank or grade.

2) Should the Chief determine that the candidate for school or educational seminar would be unrelated to the senior employee's present assignment, then a candidate shall be mutually agreed upon between the Chief and the Union.

3) Appearance. Employees attending schools or seminars will wear casual business attire (i.e., no sneakers, t-shirts, jeans, or shorts) or uniform of the day, unless said school specifically requires certain attire for training purposes or recommends otherwise.

4) Non-Specialty Schools - A school is defined as a "non-specialty school" when the content of the course study is non-specific, general, or introductory in nature. When such a course is offered, it shall be posted for bid on the Departmental bulletin board and announced at

all roll calls for all shifts for a minimum of four (4) days. Those on O.J.I. or extended illness will be notified by telephone. Employees interested in attending this seminar or school will follow the bidding procedure by submitting a bid to the office of Chief of Police in writing within the agreed limit. The most senior bidder shall be awarded the school. Provided however, that no officer may be allowed to attend more than two schools or seminars (or a combination thereof) within a calendar year from the first school or seminar they attended, unless no one else wanted to attend and the school would otherwise go unattended.

5) The Chief of Police may bypass the most senior bidder by mutual agreement between the Chief of Police and the Union, or when an employee has attended the same or a similar school previously or has not taken a prerequisite course. The exception would be if the school or seminar is a prerequisite; in this case the Chief shall award the school or seminar to the most senior bidder. Employees who are O.J.I. or on extended sick leave will not be eligible to bid unless a physician certifies in writing said O.J.I. or extended sick leave will be ended by the date training begins.

Section 2. In Service Training

A) The Chief or his/her designee shall be permitted to temporarily transfer employees from his/her permanent bid positions for in service training for up to sixty- four (64) hours per year, allocated in blocks of thirty-two (32) hours. This may include firearms training. The training will be developed by a training coordinator and the Chief, the Chief and the training coordinator will consider recommendations supplied by the employees.

Section 3. Firearms/Training/Qualifications

A) In the event, the Police Department supplies a new standard weapon, all employees will attend a minimum three (3) day transition training program. Additionally, firearms training will be conducted a minimum of two (2), eight (8) hour training sessions per year, to include night firing exercises. Satisfactory completion of this training shall be a condition of further employment. The Town agrees to supply each employee with a minimum of five hundred (500) rounds of ammunition for the purpose of qualification. In the event an employee fails to qualify, the Town shall provide up to two (2) additional remedial opportunities for the employee to satisfy the requirements for this Section at his/her own expense and on his/her own time.

ARTICLE XVI

Section 1. Pension Plan

A) The present vested rights and disability rights shall be as set forth in the Pension Trust Fund and this Agreement.

B) Annual Base Salary is defined as the basic rate of annual earnings, longevity payments for the twelve months preceding the date of retirement, wellness stipend, and one hundred five (105) hours of holiday pay at the employee's hourly rate of pay during each fiscal year as set forth in this Agreement. In determining basic annual salary, no credit shall be given for overtime, clothing allowance, cleaning allowance, sick bonus or any other payment that is not part of the employee's weekly earnings.

C) All active officers who have Twenty (20) years of service as of June 30, 2014 shall have the following rights:

(1) Each Member who shall serve twenty (20) years of continuous service shall receive a pension of no less than fifty percent (50%) of the employee's annual base salary (straight retirement no age).

(2) Each Member who serves more than twenty (20) years of service shall receive an additional two and one-half percent (2 1/2%) of annual base salary increase for each additional year served after the 20th year up to a maximum of seventy percent (70%) of his/her salary.

D) For all other Members who do not have twenty (20) years of service as of June 30, 2014, effective July 1, 2014 and thereafter, the pension benefit for any retiring Members shall be calculated as of the date of retirement in accordance with the following schedule which shall apply to both past and future service:

Years	Percentage Benefit
20	50
21	51
22	52
23	53
24	54
25	55
26	57.5
27	60
28	62.5
29	65
30	67.5
31	70

By way of explanation, a Member will earn 2.5% of pay for the first twenty years of service, 1.0% of pay for the succeeding five years of service, and 2.5% of pay for the succeeding six years of service.

E) Effective July 1, 2014, any Member hired on or after July 1, 2014 who thereafter completes twenty (20) years of service but has not reached the requisite age of 50 may retire; however, that Member shall not be eligible to receive his or her pension until fifty (50) years of age. The pension for each Member shall be as set forth in subparagraph 1D hereof.

F) All employees who retire after July 1, 2000 shall be entitled to a two and one quarter percent (2 1/4%) compounded cost-of-living increase on each anniversary date of retirement for a maximum of fifteen (15) consecutive years. Notwithstanding the foregoing, effective July 1, 2013 and thereafter, the annual cost-of-living adjustment ("COLA") due to each Member as provided for herein or in any other CBA, shall be suspended for Seven (7) years commencing on each Member's retirement date. When it resumes, the COLA shall be calculated at an annual rate of Two and One-Quarter Percent (2.25%) compounded annually for Fifteen (15) years.

G) There shall be no compulsory retirement age.

H) (1) Any Member who elects to provide the Town with a six (6) month notice of intent to retire and does so retire upon the effective date as indicated shall receive a one-time payment of Two Thousand Five Hundred ($2,500) dollars to be paid at the time of retirement.

(2) Any Member who elects to provide the Town with a nine (9) month notice of intent to retire and does so retire upon the effective date as indicated shall receive a one-time payment of Three Thousand ($3,000) dollars to be paid at the time of retirement. It is hereby agreed that no Member shall be entitled to both payments for early notification as defined in Sections 1 and 2 herein stated.

Section 2. Contributions

A) Effective January 1, 2014, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Ten Percent (10%) of Annual Base Salary. Effective July 1, 2014 and thereafter, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Eleven Percent (11%) of Annual Base Salary. Effective July 1, 2015 and thereafter, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Twelve Percent (12%) of Annual Base Salary. The aforesaid Member contributions shall continue for all years of service. The Town shall fund 100% of the Pension Plan's annual required contribution as determined by the Town's actuary in accordance with the Town's Five (5) Year funding improvement plan as submitted to and approved by the State of Rhode Island. The Town will contribute the additional money required to provide a pension plan and shall assume the cost of administrating the plan.

Section 3. Armed Service/Municipal Service Credit

A) Employees will be allowed to purchase an additional two (2) years of service for time spent in active military service or prior municipal service for the Town. Such time may be purchased at the employee's contribution rate and salary at the time the employee first began contributing to the pension. The actual employee contribution necessary to purchase such time shall be determined by the pension actuary. This option must be elected during the term of this Agreement. Under no circumstances may election of this option allow any employee to retire prior to serving twenty (20) continuous years on the police force as required by this Agreement.

Section 4. Disability Retirement

A) Employees who remain away from their regular employment as police officers for the Town due to reasons stated in Article XIV, shall, at the expiration of eighteen (18) continuous months, return to regular duty within thirty (30) days thereafter, or shall be deemed physically unfit for duty, and therefore shall be placed on disability retirement, and shall be paid at the rate of two-thirds of the salary of the rank they held at the time of their disability, and that their disability pension payments shall continue to be NO LESS than two-thirds of the salary being received by an active police officer holding the same rank during the time the member is on disability retirement.

B) The Town shall cause the Pension Committee to immediately institute the disability retirement provisions.

C) Notwithstanding the foregoing, should said employee become gainfully employed again as a police officer, the Town of West Warwick shall be relieved from said disability pension obligation to that employee. That employee shall then receive what is otherwise known as a "normal retirement pension" based on the number of years served within the Town of West Warwick with all other rights, benefits, privileges and compensation so entitled.

D) Members who retire on disability, shall have their disability pension benefit calculated on Annual Base Salary. Members with an occupational disability who remain occupationally disabled at the time of their retirement will continue to be treated in accordance with the Town's ordinances and the Pension Plan. A disabled Member who is not occupationally disabled at the retirement age provided in the Plan shall have his or her pension benefits reduced to an amount equal to the Member's accrued benefit under paragraph 1D hereof, and shall not have their pension benefits thereafter increased by any escalator provision in the Town's pension ordinances, the Pension Plan or any collective bargaining agreement; provided, however, that such Member shall receive a cost-of-living adjustment for fifteen (15) consecutive years, irrespective of how many years said member received a COLA while collecting a disability pension, applicable to such Member under the applicable collective bargaining agreement without suspension or variance as provided in subparagraph 1F hereof.

Section 5. Spouse/Family Benefits: When an Employee is Killed While On-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 benefits, shall be provided to the employee's family:

1) If the employee is married or unmarried with children, the family shall receive sixty-five percent (65%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),* until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a federal program.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B).* The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI Section 1 (F) of this Agreement.

4) In the event that the 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 both 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.

Section 6. Spouse/Family Benefits: When a Vested Employee Dies While Off-Duty

A) In the event an employee dies while not in the performance of his/her duty as defined in Article V Sections 1-4 and said death is not considered to be job related, then the following benefits, in addition to any life insurance, state or federal payments and benefits, shall be provided to the employee's family:

1) If the vested employee is married or unmarried with children, the family shall receive the percentage of the employee's annual base salary as defined in Article XVI, Section 1(B),* to which the employee was vested at the time of his/her death. Said payment shall continue until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a federal program.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the percentage of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),* to which the employee was vested at the time of his/her death. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI, Section 1(F) of this Agreement.

4) In the event that the 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 both 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 XVII

Section 1. Legal Defense and Indemnification

A) The Town to insure all employees of the Police Department against civil suits involving a charge False Arrest and/or Civil Rights Violation. Expense of said insurance is to be borne by the Town.

B) The Town also agrees to maintain the Comprehensive Law Enforcement Liability insurance policy presently in effect or furnish to each employee a better policy.

Section 2. Burial Expenses

A) In any case where an employee dies while a member of the West Warwick Police Department, the Town shall pay his/her burial expenses, but obligation in this regard shall not exceed Seven Thousand Five Hundred Dollars ($7,500.00).

B) In the event an officer is killed while on duty, the Town shall pay Twenty-Five Thousand Dollars ($25,000.00) toward the cost of burial expenses.

Section 3. Life Insurance

A) The Town shall pay the sum of four hundred dollars ($400.00) per employee annually to the Union for the purpose of establishing a group life insurance policy. Payment shall be paid on or before September 30 of each year.

Section 4. Physical Examinations

A) The Town shall provide each employee with an annual physical examination. This examination is to include a chest x-ray, urinalysis, blood tests, E.K.G, immunization, etc. Said examination shall be conducted at a facility of the officer's choice, and the cost of such examination shall be borne by the Town.

ARTICLE XVIII

Section 1. Parades

A) The Town shall recognize that all parades, whether in or out of the Town, shall be on a voluntary basis of the men participating, and each man participating shall be compensated at the rate of time and one-half, and a four (4) hour minimum shall be in effect

Section 2. Non-Residency

A) The Town agrees that residency within the Town shall not be required by an employee covered by this Agreement as a condition of continued employment for the Town.

Section 3. No Contracting Out of Service

A) There shall be no privatization of or contracting out of any services currently being performed by the members of this bargaining unit.

Section 4. No Strike Clause

A) It is expressly understood by the parties hereto that the employees of the Police Department shall have no right to engage in any work stoppage, slow down or strike. Any and all issues and grievances shall be resolved by the grievance and arbitration procedures as set forth herein.

Section 5. Printing Costs

A) The Union will be responsible to have this Agreement professionally printed within one (1) month of signing, providing each member of the Union with one (1) copy and providing the Town with five (5) copies.

Section 6. Savings Clause

A) If any provisions of this Agreement, or application thereof to any person or circumstances, are held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application thereof to other persons or circumstances, other than those, which are held invalid, shall not be effected thereby. Any and ad rules, regulations, or orders, or parts of such that are inconsistent herewith are hereby held void.

ARTICLE XIX

Section 1. Vehicle/Traffic Maintenance

A) The Town agrees that the washing and mechanical work of police vehicles and the posting of traffic control devices are not duties to be performed by police officers, except during emergency conditions.

Section 2. Personal Vehicle Use

A) The Town assumes liability whenever any police officer is ordered to use his own private vehicle by a superior officer for police duties. The Town further agrees to compensate the officer for any damages incurred to the officer's vehicle which is done while being used for police duties. This section does not apply to voluntary use of an officer's own vehicle.

ARTICLE XX

Section 1. Military Leave

A) An employee in the bargaining unit who has left or shall leave a permanent position by reason of entering the Armed Forces of the United States whether through membership in the Reserve of the United States Military or Naval Forces, or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has held a position with the Employer for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance in the Armed Forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Reenlistment or other continued service in the Armed Forces resulting from a choice by the employee shall service to cancel such leave.

B) An employee on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

C) At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. Annual leave

and sick leave due to the employee prior to induction shall be carried over to the credit of the employee until he returns.

D) Military Training Leave with pay shall be granted, not to exceed two (2) weeks per year. Upon the employee's return, he or she is to keep their check but give the Town his or her pay-stub showing gross wages for the two (2) week period. The gross will then be deducted from the gross pay due from the Town. This procedure will eliminate the built-in error he or she has on their W-2 forms, and will also negate differences in the withholding taxes from two (2) payroll offices.

E) In the event an employee is called to active duty, the Town will provide family medical coverage to supplement any Federal Benefit differences that has occurred by the active duty call out. If needed the supplement coverage will provide the employee with the same level of benefits as their active insurance.

Section 2. Leave of Absence

A) The Town Manager or shall make a good faith effort to grant an application from an employee for a leave of absence, without pay, not to exceed six (6) calendar months.

B) The Town shall continue to contribute the full amount of payments for that employee's health benefits for a period of up to ninety (90) days. The employee shall be responsible for the payments of health benefits after the first ninety (90) days has expired.

C) Prior to the reinstatement of the officer on leave, he/she must have a physical examination conducted by a physician paid for by the Town.

ARTICLE XXI

Section 1. Grievances

A) For the purpose of resolving alleged grievances of employees of the West Warwick Police Department arising out of the interpretation of this Agreement, the following grievance procedure is agreed to by the Town:

1) When an employee feels he/she has a grievance, he/she shall, in writing, within five (5) calendar days, bring it to the attention of the Executive Board of the Union to determine the justification of the complaint.

2) After the Executive Board convenes, and feels there is merit to the grievance, it shall appoint a representative to arrange a meeting within six (6) days thereof with the Chief of Police, who shall advise the Town Manager of the alleged grievance.

3) In the event the grievance cannot be satisfactorily resolved between the Union and the Chief within six (6) days, the Union may request a meeting within the next fifteen (15) days to present the case to the Town Manager (or his/her designated representative).

4) In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the Town as aforesaid within six (6) days, the matter shall be submitted to arbitration as set forth hereinafter.

5) It is agreed by the parties hereto that, in the event the complaint shall involve suspension or discharge of any employee, the employee shall continue to be paid until there has been a final determination of the grievance or to a maximum period of thirty (30) days, whichever occurs first.

B) In addition to the foregoing grievance procedure, the Union shall have the right to initiate a grievance as a grievant on its own behalf, utilizing the aforementioned grievance procedure.

Section 2. Discipline

A) No employee shall be disciplined without just cause.

B) Employees covered by this Agreement shall have the right to file a grievance for any disciplinary action whether or not it involves the Law Enforcement Officer's Bill of Rights.

C) Any record of disciplinary action included in an officer's personnel file will be expunged from that file within two (2) years, provided that during the interim period the member has had no further departmental violations.

Section 3. Arbitration

A) Within five (5) days from the expiration of the period set forth in this Article, the Town and the Union shall each appoint an arbitrator to represent them, and each shall notify the other of the name of the person designated by it as its representative, who shall meet and appoint a third disinterested party who shall act as Chairperson of Arbitration Board. In the event that the two representatives cannot agree on the third disinterested person within five (5) days, they shall request the assignment of an arbitrator from the American Arbitration Association.

B) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his grievance. Such individual(s) shall further be entitled to be represented by legal counsel of his own choosing.

C) Any decision handed down by the majority of the Arbitration Board shall be final and binding.

D) All costs and expenses of the impartial arbitrator shall be shared equally by the parties.

Section 4. Time Off for Union Duties

A) All employees covered by this Agreement who are officers or delegates (i.e. duly elected members of the Executive Board) of the Union, shall be allowed time off when necessary for official union business, including meetings with the Town, grievances, grievance hearings, and the preparation thereof, with pay, and without requirement to make up said time.

B) The Town agrees to allow two (2) officers or delegates of the Union time off with pay for attending regional and national delegate meetings of the International Brotherhood of Police Officers if there is sufficient manpower available to cover for said employees as determined by the Chief of the Department. No officer or delegate of the Union shall exceed three (3) days per year for attending functions.

C) When official union business requires an officer or delegate to leave West Warwick Police Headquarters, notification shall be given to the Officer in Charge by said officer or delegate.

ARTICLE XXII

Section 1. Special Officers

A) The Town and the Union agree to establish a program to allow retirees covered under this Agreement to work NON-DEPARTMENTAL OVERTIME (Article VII, Section 6). The program will be titled as "Special Officers."

1) The "Special Officers" program will consist of any willing retired member on a normal non-disability status after July 1, 2005.

2) The Special Officers covered by this Agreement do not have the right to file a grievance with the Union on their behalf.

Section 2. Qualifications for Special Officer

A) Retired from the West Warwick Police Department after July 1, 2005 with a normal non-disability status.

B) Must complete a minimum of four (4) hours of voluntary in-service training a year.

C) Must wear proper uniform of the day while conducting the detail as determined by the Chief of Police.

D) The Special Officers will not carry firearms while on duty.

Section 3. Hourly Rate of Special Officers

A) Hourly Rate for Special Officers will be calculated as follows:

Detail Rate + Administration Fee - 20% of Billing Rate = Special Officers Hourly Rate

1) Detail Rate is the rate for Non-Departmental Details as described in Article VII Section 6 "Non-Departmental Overtime."

2) Administration Fee is the difference of the Billing Rate as determined by the Town minus the Detail Rate.

3) Billing Rate is the hourly rate as determined by the Town for private companies, organizations or enterprises as described in Article VII, Section 6 (A).

4) The twenty percent (20%) as described in the above formula will be maintained in a separate fund by the Town to cover any costs incurred by Special Officers that are associated with Workers Compensation, TDI, Unemployment Benefits, or any other associated or related costs.

ARTICLE XXIII

Section 1. Present Benefits

A) All existing benefits, practices and policies not covered by this Agreement shall continue in effect unless changed by mutual consent of the parties,

B) No new rules, regulations, revisions or policies shall be effected or implemented until they have been negotiated with and accepted by the Union.

C) No benefit, practice, or policy shall be deemed to be "existing" within the meaning of this Section unless it is open, notorious, mutually agreed upon as prescribed by law and continuously in effect over a legally sufficient period of time.

D) The Union shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police. Said suggestions will be given consideration and adopted, if deemed advisable by the Chief of Police.

Section 2. Duration of Agreement

A) Subject to enactment of appropriate legislation by the Rhode Island General Assembly authorizing collective bargaining agreements with a duration of Five (5) years, this Agreement shall be in effect from the term commencing July 1, 2014 through June 30, 2019.

B) If for any reason whatsoever, at the end of the term of this contract, a new contract has not been agreed upon between the Union and the Town, this contract will remain in effect until such time as a new contract is agreed upon.

C) The parties agree that the terms of this Collective Bargaining Agreement are effective only upon ratification of the Union and approval by the Town Council. Therefore, the Town of West Warwick has caused this instrument to be executed by its Town Manager and a majority of its Town Council and its corporate seal to be affixed. The Union, for its part, has caused this instrument to be executed by its President, its Recording Secretary and its I.B.P.O. National Representative.

D) In the event this collective bargaining agreement is for Five (5) years, the parties agree to reopen this agreement during the years 2017 and 2018 with respect to wages only. In any such negotiation, the parties will consider, among other factors, the Town's then prevailing fiscal condition and the health of the Pension Plan.

C) No benefit, practice, or policy shall be deemed to be "existing" within the meaning of this Section unless it is open, notorious, mutually agreed upon as prescribed by law and continuously in effect over a legally sufficient period of time.

D) The Union shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police. Said suggestions will be given consideration and adopted, if deemed advisable by the Chief of Police.

Section 2. Duration of Agreement

A) This Agreement shall be in effect from the term commencing July 1, 2013 through June 30, 2014.

B) If for any reason whatsoever, at the end of the term of this contract, a new contract has not been agreed upon between the Union and the Town, this contract will remain in effect until such time as a new contract is agreed upon.

C) The parties agree that the terms of this Collective Bargaining Agreement are effective only upon ratification of the Union and approval by the Town Council. Therefore, the Town of West Warwick has caused this instrument to be executed by its Town Manager and a majority of its Town Council and its corporate seal to be affixed. The Union, for its part, has caused this instrument to be executed by its President, its Recording Secretary and its I.B.P.O. National Representative.

President Local 312 Dated: 4/24/14

Town Manager Dated: 5/1/14

Town Council President Dated: 6/6/14

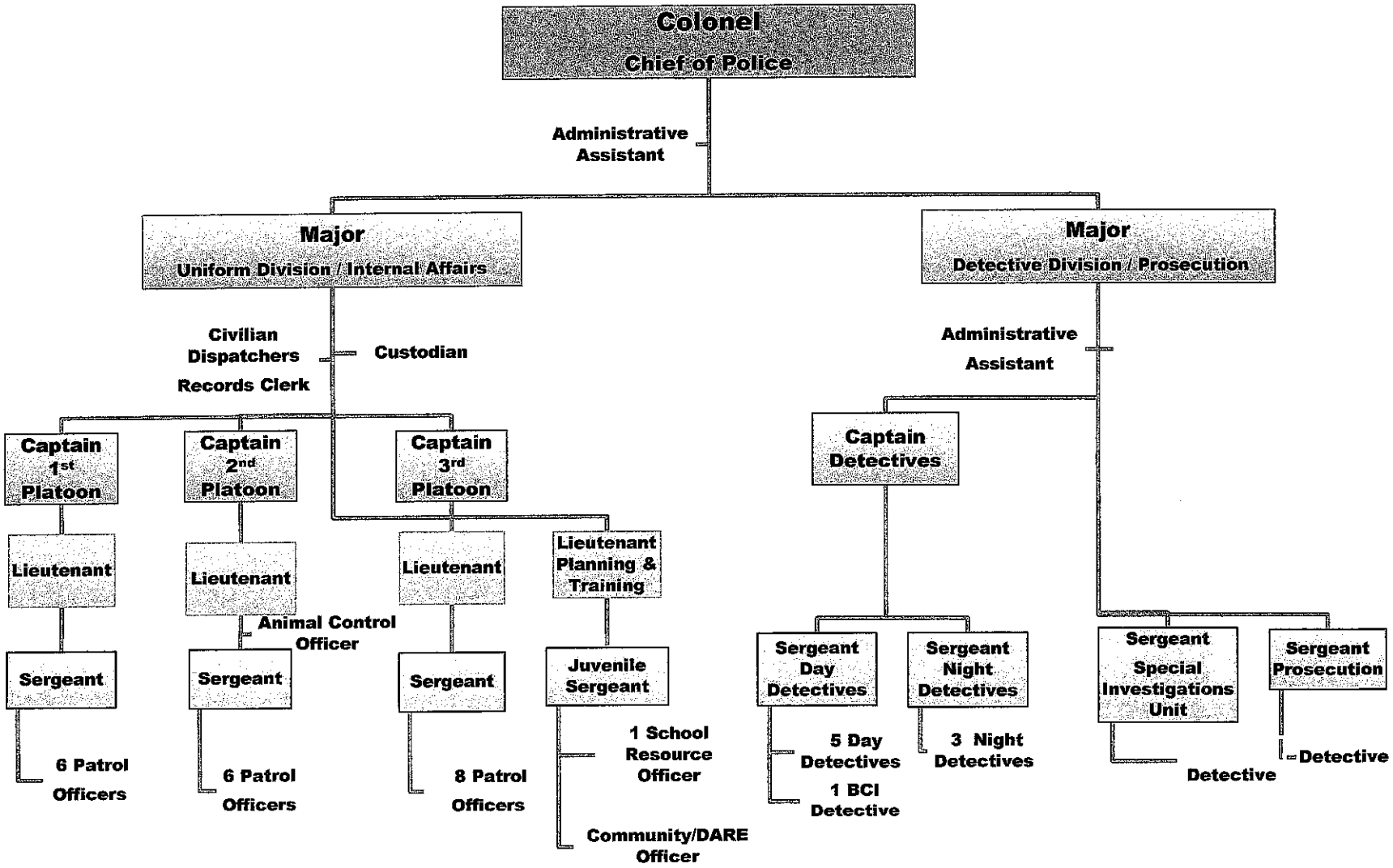
IBPO National Rep. Dated: 6/19/14

Secretary Dated: 6/19/14

EXHIBIT B

West Warwick Police Department

Organizational Chart



1/22/14

EXHIBIT C

HealthMate
COAST•TO•COAST®

Blue Cross Blue Shield of Rhode Island

100/80 500 Coinsurance Plan

Understanding Your Benefits

- ***Deductibles***

  You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:
  - *$500 per individual plan; $1,000 per family plan in network**
  - *$500 per individual plan; $1,000 per family plan out of network**

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

  To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:
  - *$4,000 per individual plan; $8,000 per family plan out of network**

Please note:

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

** 2 family members must meet the individual amount.*

What's Covered	What You Pay
Preventive Care ▪ Adult preventive care ▪ Child preventive care ▪ Immunizations	$0 in network $15 plus 20% per visit after deductible out of network
▪ Preventive and diagnostic lab, X-ray, and imaging	$0 in network 20% per visit after deductible after deductible out of network
Primary Care Office Visits ▪ Adult primary care ▪ Adult gynecological exam ▪ Pediatric primary care	$15 per visit in network $15 plus 20% per visit after deductible out of network
Specialist Office Visits ▪ Specialty care ▪ Chiropractic (limit 12 visits per year) ▪ Routine eye exam (limit 1 visit per year)	$25 per visit in network $25 plus 20% per visit after deductible out of network
Outpatient Services ▪ Medical/surgical care	0% per visit after deductible in network 20% per visit after deductible out of network
▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	0% per visit in network 20% per visit after deductible out of network
Inpatient Services ▪ Acute care ▪ Maternity ▪ Mental health ▪ Chemical dependency ▪ Rehabilitation (limit 45 days per year)	0% per visit after deductible in network 20% per visit after deductible out of network
Emergency Services ▪ Hospital emergency care	$100 per visit in network $100 per visit out of network
Ambulance	$50 per occurrence in network $50 per occurrence out of network

continued

What's Covered	What You Pay
Urgent Care Center	$25 per visit in network $25 plus 20% per visit after deductible out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	20% per visit after deductible in network 20% per visit after deductible out of network
Prescription Drugs	$7-Tier 1; $30-Tier 2; $50-Tier 3; $50-Tier 4

Beyond Benefits

When you sign in to your member page on **BCBSRI.com**, you have useful plan and wellness information at your fingertips.

Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365℠ wellness information and discount program.

Need help?

Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

Hours: Monday – Friday, 8:00 a.m. to 8:00 p.m., Eastern Time

Blue Cross Blue Shield of Rhode Island

www.bcbsri.com

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

03/13 CUST-12756

EXHIBIT D

BlueSolutions
Your plan. Your health. Your future.

Blue Cross Blue Shield of Rhode Island

2000/4000 Deductible Plan

Understanding Your Benefits

- ***Deductibles***

  You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:
  - *$2,000 per individual plan; $4,000 per family plan in network*
  - *$2,000 per individual plan; $4,000 per family plan out of network*
- ***Out-of-pocket Limits***

  To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:
  - *$2,000 per individual plan; $4,000 per family plan in network*
  - *$4,000 per individual plan; $8,000 per family plan out of network*

Please note:

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

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

continued

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

Beyond Benefits

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Blue Cross Blue Shield of Rhode Island

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03/13 CUST-12758