Town of North Smithfield
and
International Brotherhood
of
Police Officers
Local Number 410

Contract Agreement
for
July 1, 2013 to June 30, 2016

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Pursuant to the provisions of the Municipal Police Arbitration Act ("Arbitration Act"), this Agreement is made and entered into this ____ day of_____, **2013** by and between the TOWN OF NORTH SMITHFIELD and LOCAL 410 INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS.

PREAMBLE

Pursuant to the Arbitration Act, the Town of North Smithfield recognizes that the full-time Police Officers of the Town of North Smithfield have the statutory right to bargain collectively with the Town of North Smithfield and to be represented by an organization in such collective bargaining as to wages, hours, and rates of pay. Nothing herein contained shall be construed to limit the right of the Town of North Smithfield to regulate, manage and control the Police Department of the Town except as modified by the terms of this contract and except as specifically directed by said Arbitration Act. This Agreement is subject to the provisions of said Arbitration Act, wherein, the full-time police officers who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

All references in this agreement to an "officer" or "officers" as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female officers.

The words "member" or "officer" when used in this Agreement shall mean all full-time police officers from the rank of patrol officer up to and including the rank of Captain.

Article I

Section 1. Recognition.

The Town of North Smithfield recognizes IBPO Local 410 as the exclusive bargaining agent for all full-time police officers from rank of patrol officer up to and including the rank of Captain for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions.

Section 2. Employment Security.

The Town of North Smithfield agrees not to discharge or discriminate in any way against any officer of the Police Department for membership or legitimate activities in IBPO Local 410.

Section 3. Dues Deduction.

All members of this bargaining unit shall, within thirty days of date of hire, have the right to join the Union. The employer shall deduct union dues weekly from payroll of all members, upon receipt of signed payroll deduction authorization forms, and shall forward such deductions to: Comptroller, International Brotherhood of Police Officers, 159 Burgin Parkway, Quincy, MA 02169-4213.

Section 4. Agency Fee.

All permanent officers of the Police Department shall have the right to voluntarily join the union or refrain from so joining; however, any permanent police officer who shall not choose to join, and who is covered by the terms of this Agreement, shall be required to pay a bi-monthly service fee in order to defray costs in connection with the legal obligations and responsibilities incurred by or in connection with the enforcement or execution of the rights and/or obligations contained in this Agreement or those contained in any other lawful act or Agreement pertaining to the employment condition of the members of the North Smithfield Police Department. Said service fee shall be determined by the Local.

Section 5. Political Education Fund.

Upon the demand of the Union and with forty-five (45) days notice in writing to the Employer, the Employer shall deduct from the salary of each officer covered by the terms of this Agreement a sum not to exceed fifty cents (.50) per week for a political education fund and transmit the amount to the Union.

It is understood that said political education fund fee will be processed as an increment to the applicable amount of Union dues or agency fee normally deducted from the officer's salary; it is further understood that in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues/agency fee from said political education fund fee.

Any officer who objects to said political education fund fee may terminate his/her deduction by notifying his/her payroll clerk and the Union on a form provided by the Union.

Article II

Section 1. Union Meetings.

The Town agrees to cooperate through the Chief of Police to rearrange the work schedule of all police officers who are officers of the Union to insure that no officer will suffer loss of pay due to attendance at local meetings and/or international meetings of the IBPO.

Section 2. Time Off for Bargaining.

Any three police officers, in addition to the Local President, who are covered by this Agreement and who are designated members of the IBPO Local 410 Negotiating Committee, shall, for the purpose of attending scheduled negotiations and/or conferences in connection with the contract with the Town Administrator, Director of Public Safety, or the Chief of Police, be excused from their regular duties without loss of pay. If a designated Negotiating Team Member is on regular day-off status on the day of the negotiations, he/she will not be compensated for attending the sessions.

Article III

Section 1. Seniority.

The Town of North Smithfield hereby recognizes the rights of seniority of the officers of the North Smithfield Police Department.

(a) Seniority of the officer shall be computed according to time in rank, except Patrolmen, where seniority shall be computed according to continuous service from when the officer is sworn in by the Town as a Police Officer. When more than one (1) officer is sworn in as a Police Officer by the Town on the same date, their seniority shall be computed by their final score attained at the R.I. Municipal Police Training Academy with the higher scorer having seniority.

(b) Officers shall be permitted to choose their beat assignments on the basis of seniority when consistent with the efficient operation of the Police Department.

(c) Officers shall be permitted to choose their work shifts on the basis of seniority when consistent with the efficient operation of the Police Department.

(d) Consistent with General Order 02-10-17, Specialized and Temporary Assignments, all specialized assignments will be delegated by seniority once the selection criteria has been met when consistent with the efficient operation of the Police Department.

(e) The provisions of this section shall not have any retroactive effect.

(f) Any vacant position within the North Smithfield Police Department will be filled within sixty (60) days.

(g) Every January 1st, all officers will have the opportunity to bid from one shift to another based upon seniority; provided, however, that patrolmen shall become detectives pursuant to Article IX, Section 6.

Article IV

Section 1. Detail to Other Departments.

The Town of North Smithfield agrees that officers of the Police Department may be detailed to other departments of the Town for the performance of Police Duties only. The Town will allow details only to towns and cities that have entered into mutual aid agreements with the Town.

Section 2. Patrol Unit.

No less than two uniformed units shall be deployed on patrol on the first shift (0800-1600) and third shift (0000-0800) and no less than three on the second shift (1600-2400). On day shift from the hours of 0800 to 1600, the Chief, Captain and day shift Lieutenant will not be considered a uniform patrol unit. On any other shift, any officer on duty shall be considered a uniform unit. The Captains hours shall be days (0800-1600) -- Monday through Friday (40 hours) with Saturdays, Sundays and all holidays off. Six (6) additional special prosecution days off will be given to the Captain and said days can be carried over from one year to the next for a period of one (1) year. All pay and allowances for the Captain are to be computed at the thirty-seven and a half (37 1/2) hour work week. Special investigations or emergencies may necessitate the Captains hours to be changed for the duration of the special investigation or emergency. The Captain may work patrol overtime on a voluntary basis. The Captain will not be placed on the patrol order back list.

Section 3. Detective Unit.

(a) The Detective Unit shall be a plainclothes unit. The day shift Lieutenant will be the Detective Unit Commander. The Detective Unit will function as an investigatory branch of the police department and its primary responsibility shall be to follow-up on investigations and the prosecution of all complaints assigned by the Detective Commander. Filling of vacancies within the Detective Unit shall be by members holding the rank of patrolman and shall be in accordance with the provisions of Article IX, Section 6.

(b) The Detective Unit shall include the Detective Commander and no less than two (2) detectives. The detectives' hours will be days (0800-1600) -- Monday through Friday (40 hours) with Saturdays, Sundays and all holidays off. Detectives will be given six (6) additional Special Prosecution Days off. Special Prosecution Days can be carried over from one year to the next for a period of one (1) year. All pay and allowances for detectives are to be computed at the thirty-seven and a half (37 1/2) hour work week. Special investigations or emergencies may necessitate the detectives hours be changed for the duration of the special investigation or emergency.

(c) Detectives may work patrol overtime on a voluntary basis, if no patrol officer, sergeant, or lieutenant wants the overtime. Detectives will not be placed on the patrol order back list.

Section 4. Deputy Chief Position.

When the department's unionized membership within IBPO local 410 reaches 25 members, the Chief of Police may exercise his right to establish a non-unionized Deputy Chief position providing all of the following conditions are met:

1. The Deputy Chief will be selected from existing department members,
2. The Deputy Chief position will be created and filled only upon the voluntary retirement of the person in the Captain's position at the time the unionized membership reaches 25 members,
3. When the then Captain voluntarily retires, the Captain's position will be eliminated and in its place a fourth Lieutenant's position will be created,
4. The fourth Lieutenant's position will require that a Lieutenant be placed in command of three patrol shifts and the detective division.

Article V

Section 1. Hours.

(a) Except as provided in Article IV, the regular work week for all police officers, with the exception of the Chief of Police and where otherwise amended, shall be thirty-seven and one-half (37 1/2) hours, consisting of four (4) eight (8) hour tours of duty, including meal break, followed by two (2) consecutive days off after the fourth day of duty. Officers shall not be required to work for more than twelve (12) consecutive hours in any twenty-four (24) hour period; provided, however, that officers may work additional consecutive hours on a voluntary basis, not to exceed a total of sixteen (16) consecutive hours in any twenty-four (24) hour period.

(b) It is expressly understood, however, that hours worked on special/police details, so called, shall not be counted in determining the number of hours worked for overtime purposes. Special details, as used herein, shall mean any work performed by a police officer when a third party other than the Town pays for service. When determining overtime, special details shall not include assignments where the Town pays the police officer's salary.

Section 2. Overtime.

An officer of the Town of North Smithfield Police Department who works in excess of his regular eight hour shift in a given day, in continuous service that is, will be compensated at

the rate of time and one-half pay for every hour in excess of said regular eight hour shift with no minimum period of time.

Section 3. Call Back Pay.

(a) Any officer who is called back to duty shall be compensated for hours worked at the rate of time and one-half, with a minimum of four (4) hours. The officer may elect to have all the time and one-half in either cash or compensatory time subject, however, to the provisions of Section 7 of this Article. In addition, for any hours worked on call back in excess of four (4) hours, the same will likewise be paid at the officer's overtime rate or compensatory time computed at time and one-half, at the election of the officer. Any officer shall, for the purpose of attending range qualifications, required training, parades, court time etc, be excused from their regular duties without loss of pay. If an officer is on day-off status on the day of range qualifications and/or required training, it shall be considered call back.

(b) An officer who is on vacation is not eligible to be called back for duty. The term vacation day shall mean a 24 hour period commencing at the beginning of the officer's regular shift assignment on the date requested.

(c) That in the event of dispatch overtime, the overtime will first be offered to those eligible members of Local 937. In the event said members of Local 937 refuse or are otherwise unavailable, said overtime will then be offered to members of IBPO Local 410. In the event said members of IBPO Local 410 refuse or are otherwise unavailable, a member of Local 937 will be ordered to work said overtime.

Section 4. Court Time.

All officers who are required to attend court, in any criminal or civil cases, as a result of their duties as a police officer, and any appearances before the Town Council in any investigations of that body as a result of their duties as a police officer will be compensated as outlined Section 3 of this Article.

Section 5. Call Back Pay / Overtime.

It is agreed that, in reference to Sections 3 and 4 of this Article, no officer ordered in/ordered over in a manner there stated shall be required to remain on duty for any longer than which his services are actually required for the purpose for which he was called. Officers will only be called back when it is reasonably certain that their services will be required. It is agreed that Section 4 of this Article shall not apply to officers who are required to attend court during their regular tours of duty.

In the event a member of the bargaining unit needs to be "ordered" for duty before his/her shift, those members on paid leave shall not be ordered provided there is another member available to be ordered. Paid leave shall be considered a vacation day, compensation day, personal day, family sick day, special prosecution day, and death in family days as outlined in the collective bargaining agreement between the Union and the Employer. Further, when an officer is on paid leave, it shall mean a Twenty Four (24) hour period commencing at the beginning of the officer's regular shift assignment on the date the paid leave is taken.

There shall be two overtime lists. Except in an emergency or when necessary because of an unavailability of personnel, when a supervisory officer (the rank of sergeant or higher) is absent and an officer is called in to fill the shift vacancy, a supervisory officer shall be called in.

When a patrolman is absent, a patrolman shall be called in. Nothing herein shall be deemed to require the calling in of personnel when not necessary to comply with Article IV, Section 2. When a supervisor creates the vacancy and another supervisor is for duty, a patrol officer will be ordered for duty.

Section 6. "On-Call" Compensation.

An officer who is required to be "on call" in order to provide specialty services to facilitate investigations, such as BCI, detectives, and accident reconstruction, will be compensated 4 hours compensatory time for each on-call period; the on-call period will not exceed 7 consecutive days.

Section 7. Out of Rank Pay.

(a) Whenever a patrolman is on duty and there is no supervisor also on duty the senior patrol officer will receive Sergeant's pay.

(b) When a supervisor of the rank of Sergeant or above is absent from duty or unavailable for regular duty due to a special assignment, the Town of North Smithfield will have the right at its sole discretion to replace such supervisor with an acting supervisor from the proper promotional list. When a promotional list is active and certified, the number one (1) ranked officer will be selected off that list to fill in for the vacant supervisor's position until that supervisor returns to work. If more than one position is vacant in a certain rank the next officer on the active and certified promotional list will be picked and so on.

Section 8. Compensatory Time.

Members of the bargaining unit shall have the option to accept compensatory time in lieu of cash payment for overtime or call-back at the rate of 1.5 hours for each hour worked. Compensatory time may be accumulated up to a maximum of sixty-five (65) hours, which may

be carried over from year to year. Upon the retirement of any bargaining unit member, any outstanding unused compensatory time may be converted to cash at the rate of twenty-five percent (25%) of actual cash value.

On the first and third shifts, one of the officers assigned to the shift is ineligible to take compensatory time off. On the second shift, two of the officers assigned to the shift are ineligible to take compensatory time off.

Commencing July 1, ~~2012~~ **2013** through June 30, ~~2013~~ **2016**, no two officers will be allowed the use of compensatory time at once, if the second compensatory time vacancy causes overtime.

Section 9. Substitutions.

(a) The right to substitute at any time shall be permitted, provided, however, that permission to substitute must be obtained from a Patrol Supervisor. No officer shall be unreasonably denied the right to substitute. Each officer involved in the substitution of shifts must sign the proper form indicating the dates and hours desired, and the form must be presented to a Patrol Supervisor for authorization within a reasonable time prior to the substitution. If a request is denied, such denial can be subject to the grievance procedure.

(b) Any member who substitutes for another officer, shall receive all pay and allowances that he would have been due if he had worked his normal shift, except when the substituting officer of any shift is subject to Section 6 of this Article.

Article VI

Section 1. Annual Leave.

(a) All members of the bargaining unit commencing with the first day of employment shall accrue vacation leave on January 1 of each year according to the following schedule as of January 1:

Years of Employment	Days of Vacation
New Officers	pro rata
1-5 years	16 days
6 years	17 days
7 years	18 days
8 years	19 days
9 years	20 days
10 years	22 days

11 years	23 days
12 years	24 days
13 years	25 days
14 years	26 days
15 years	28 days
20 years	30 days

Members of the bargaining unit will be credited in full with the vacation days called for above each January 1st upon the commencement of each year listed above. The payment of vacation pay shall be on or before the start of the officer's vacation.

(b) Vacation schedules shall be established by the appointing authority by December 31st of the prior applicable year, and once established, notices setting out such vacation periods shall be given and posted by the appointing authority by December 31st of the current calendar year. Any vacation request made after the January 1st deadline will be given out on a first come, first serve basis. Any request for an exception to the specified vacation period shall be made to the Chief of Police. No officer shall be obligated to take any vacation period in which he has previously signed for.

(c) Every officer covered by this Agreement, shall be allowed to carry over vacation time from one year to another up to and including a maximum of thirty (30) days.

(d) Upon the separation from employment, each bargaining unit member shall have the right to cash conversion for all accrued vacation in addition to the pro rata share of vacation in the year separated.

Section 2. Holidays.

(a) The following will be paid holidays for officers of the North Smithfield Police Department: New Years Day, Washington's Birthday, Easter, Memorial Day, Fourth of July, VJ Day, Labor Day, Columbus Day, Thanksgiving Day, Veteran's Day, Christmas Day, Policeman's Birthday and Martin Luther King Day.

(b) Officers of the police group shall receive, as additional compensation, an additional day's pay for each of the holidays listed in (a) above and such compensation shall be paid during the week in which such holidays occur, whether the officer works the holiday or not.

(c) If a police officer is assigned to work on a holiday, it will be at the officer's overtime rate of pay in addition to holiday pay.

(d) If the holiday falls within an officer's vacation period, the officer shall receive his holiday pay in addition to his vacation pay as herein provided.

Article VII

Section 1. Clothing Allowance.

(a) Commencing July 1, 2010, all officers will be allowed One Thousand One Hundred Fifty Dollars ($1,150.00) per officer per year from the Town as a clothing allowance for the purchase of clothing and/or police equipment. In the event that the Town requires a new type of uniform or equipment, the Town agrees to purchase and pay for such new uniform/equipment.

(b) Further, the Town will replace or repair clothing and other personal property including but not limited to eyeglasses destroyed or damaged in the course of their duties. Within seven (7) days after the request has been made to the Chief of Police for the repair or the replacement of the clothing, the request shall be investigated and either granted or denied by the Chief of Police. If a request is denied, such denial can be subject to the grievance procedure.

(c) Protective gear and working portable radios shall be issued to each officer of the Town, separate from the clothing allowance, at no cost to the officer. Protective gear is limited to bulletproof vests, Kevlar helmet and gas mask with respirator.

(d) The Chief of Police and the International Brotherhood of Police Officers shall agree on the amount and type of uniform articles each officer shall have.

(e) Any unused portion of the member's clothing allowance will be paid in full to the member during the last pay period in June of each year.

(f) Purchase order requests from a member's clothing allowance will be limited to the first two weeks of each calendar quarter (January, April, July, and October) unless exigent circumstances exist that would warrant a purchase order request during a period other than described above. Any reasonable request for a purchase order during a period other than the first two weeks of each calendar quarter because of unexpected events will be granted.

(g) The Chief of Police may require an annual inspection of all officers during the month of April. Officers may be required to purchase items of uniform they may lack or replace items of uniform that are torn or appear in need of replacement. A sum of money, not to exceed One Hundred Dollars ($100.00) may be held back from the officer's uniform allowance until the uniform replacement is made. The total cost of replacement shall not exceed One Hundred Dollars ($100.00).

(h) New officers shall receive their clothing allowance when hired, to be prorated as follows:

(1) New officers may have up to one-half (1/2) of their clothing allowance for the first year of employment held back for uniform purchase.

(2) Officers hired during the month of December, January, and February, shall receive one-half (1/2) of the annual clothing allowance.

(3) Officers having money withheld for uniform replacement shall be reimbursed said money within thirty (30) days of their purchase of required articles of uniform. Plain-clothes officers shall be exempt from uniform requirements during the duration of their plain-clothes division assignment. Plain-clothes officers are expected to be neatly attired.

Section 2. Standard Uniform Requirements.

(a) The following itemization shall constitute the standard uniform requirements:

(1) One Gore-Tex™ Jacket
(2) Two Summer Uniforms
(3) Two Winter Uniforms
(4) (intentionally left blank)
(5) One Tie
(6) One Reversible Raincoat
(7) One Summer Hat With Straps
(8) One Winter Hat
(9) One Police ID
(10) One Winter Uniform Mock-Tee
(11) One Duty Belt
(12) One Black Serviceable Holster
(13) One Police Pistol
(14) One Pair of Peerless Handcuffs
(15) One Black Serviceable Handcuff Case
(16) One Personal Defense Spray (With Holder)
(17) One Expandable Baton and Holder
(18) One Winter Gore-Tex™ Hat
(19) Two Breast Badge (millennium)
(20) One Hat Badge
(21) Two Uniform Number Plates
(22) One Nylon Windbreaker
(23) One Portable Radio with External Mic
(24) One Reflective Traffic Vest
(25) Three Pistol Magazines
(26) One Raid Coat
(27) One Snow Suit
(28) Protective Equipment (Article VII, Sect c)

(b) The following items shall also be part of the standard uniform requirements to the extent that forfeiture monies or other special funds that become available to the Department allow their purchase: (1) One pair black BDUs; (2) One long sleeve training shirt; (3) One short sleeve training shirt; (4) One black duty bag; (5) One weapons safe.

(c) Upon retirement, a member of the bargaining unit shall return his/her service weapon, weapons safe, Kevlar helmet, gas mask, snowsuit, radio, Police identification and issued badges to the Town. Officers who retire of leave the department in good standing will have the option to purchase their service weapon at fair market value, as determined by the manufacturer.

Section 3. Clothing Maintenance.

A clothing maintenance allowance of Seven Hundred Fifty Dollars ($750.00) will be provided to every officer covered by this Agreement for the cleaning and maintenance of uniforms per year to be paid in full during the first pay period in January.

Section 4. Semi-Automatic Weapons.

The Town shall provide to each bargaining unit member a standard semi automatic service weapon, to be determined by the Chief of Police. The Town shall provide five-hundred (500) practice rounds of ammunition not including the rounds necessary to qualify to each bargaining unit member per year in order to fulfill their annual qualification requirements, as determined by the Chief of Police.

Article VIII

Section 1. Sick Leave.

(a) Each member of the bargaining unit shall accrue fifteen (15) sick days on January 1 of each year, cumulative to two hundred 200 days. New hires shall receive their pro rata share on January 1.

(b) Sick leave with Pay is hereby defined to mean the absence from duty of any full-time officer because of personal illness, non-service connected bodily injury, or exposure to contagious diseases.

(c) Request for sick leave must be reported to the police department prior to the officer's scheduled reporting hour for work. All absences of more than three (3) days duration must be substantiated by a Doctor's certificate stating the cause of expected duration of any officer's absence and the Town reserves the right to have the officer examined by a physician of its choice and its own expense.

(d) Of the Fifteen (15) sick days allowed to each officer, Two (2) of these sick days will be allowed to be taken as Family Sick Days; each member shall be credited with fifteen (15) sick days each January 1st of each calendar year.

(e) In addition to the above fifteen (15) sick days allowed in "(d)" of this section, every officer will be allowed an additional two (2) Family Sick Days that will not be cumulative ("use or lose").

(f) Each officer shall be entitled to a lump sum payment of three hundred dollars ($300.00), on the condition that said officer has not taken any of the allowed sick days, during each calendar year.

Utilization of "Family Sick Days" as denoted above in (d) and (e) shall not constitute a loss of benefits as prescribed in this sub-section (f).

(g) Upon reaching the maximum cumulative sick time, all officers shall be paid fifty (50%) percent of the sick time they would lose. Payment shall be paid on in the pay period of December 31st of the current calendar year.

(h) Commencing July 1, ~~2012~~ **2013** through June 30, ~~2013~~ **2016**, any officer who utilizes sick time may not work overtime, including details, until the conclusion of a 24-hour period, commencing at the beginning of their assigned tour of duty. This provision shall not apply to the utilization of family sick time.

Section 2. Sick Leave Upon Retirement or Disability.

(a) In any case where an officer retires or voluntarily terminates his employment with the Town leaving unused, accumulated sick leave, including the pro rata share in the year of separation, the Town shall pay, after completion of Ten (10) years of service, Fifty Percent (50%) of the amount of such accrued, unused sick leave to the officer on his retirement or leaving the employ of the Town. After completion of Twenty (20) years of service and/or having satisfied the eligibility requirements for a Twenty (20) year pension, the Town shall pay One Hundred Percent (100%) of the amount of such accrued, unused sick leave to the officer on his retirement or leaving the employ of the Town.

(b) In any case where an officer retires due to service connected disability, leaving unused accumulated sick leave, the Town shall pay One Hundred Percent (100%) of the amount of accrued unused sick leave to the officer upon his retirement.

Section 3. Bereavement Leave.

(a) In the case of the death of a Father, Mother, Wife, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Grandmother, Grandfather, Step-Father, Step-Mother, Step-Brother, Step-Sister, or Step-Child of an officer, such officer shall be entitled to a leave of absence with pay from the time of notification of the death to and including the day following the burial of the deceased, not to exceed six (6) scheduled work days to be used within 10 calendar days of the member being notified of the death unless circumstances warrant an extension of the 10 day rule. Any reasonable request for an extension of the 10 day rule will be granted.

(b) In the case of the death of a nephew, niece, uncle or aunt, such officer shall be entitled to a leave of absence with pay for the day of the funeral.

(c) In the case of the death of any relative other than as hereinbefore provided, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person.

Section 4. Personal Days.

(a) Three (3) personal days will be granted officers covered by this Agreement. Said personal days shall not be carried over from one year to the next.

(b) Three (3) personal days will be given to each officer each January 1st.

Section 5. Annual Military Leave.

Each officer shall be granted fifteen (15) calendar days military leave without loss of pay. Such leave shall not be in addition to normal rotation days off or holiday and shall be taken either consecutively or in three (3) increments of up to five (5) days. The officer shall provide his or her expected annual leave schedule when he or she receives it and thereafter notify the Town of any changes as soon as possible.

Section 6. Maternity Leave.

Every female officer may receive three (3) months unpaid pregnancy leave above any applicable sick leave.

Article IX

Section 1. Rules and Regulations.

The Town of North Smithfield agrees to furnish each officer with a complete set of rules and regulations governing the Police Department.

Section 2. Access to Personnel Records.

The Town of North Smithfield agrees that all officers covered by this Agreement shall have the right to inspect their service jackets and personnel records upon request of the officer at reasonable times, during normal hours of the Administrative Office, so that the officer will at all times know the contents of such service jackets and personnel records.

Section 3. Record of Disciplinary Action.

The personnel file of the officer which is kept by the police and/or personnel department, will have expunged from the contents any disciplinary action up to and including a suspension of two (2) days after a period of one (1) year from the date of the disciplinary action provided that during the interim period the member has had no further departmental violation. No adverse material shall be inserted in the personnel file without the member being provided a copy thereof.

Section 4. Information and Books.

The Town of North Smithfield agrees to supply to the International Brotherhood of Police Officers Local 410 a complete set of Town Ordinances along with any changes and additions as they become available. Additionally a copy of the General Laws of Rhode Island

volume 3, and the Motor Vehicle Code Book will be provided. The Town of North Smithfield also agrees to supply IBPO Local 410 with annual updates to these books.

Section 5. Education and Training.

The Town of North Smithfield agrees to reimburse any officer covered by this Agreement the full cost of tuition and books for any accredited school or professional training seminars relating to law enforcement activities and who has successfully completed such course of study, provided such costs have not been paid for or reimbursed from any other source and provided such officer has notified the Chief of Police prior to the commencing of said course(s) or seminar of their intent and the anticipated approximate cost of such schooling. If any officer covered by this agreement is not reimbursed, it shall be subject to the grievance procedure.

Section 6. Duties and Promotional Procedures.

(a) Vacancies in all ranks from and including detective/inspector through and including captain shall be through promotional examination. Beginning after the filling of vacancies in the ranks of sergeant through lieutenant created by the addition of the rank of lieutenant, only those officers holding the rank immediately below the rank to be filled shall be eligible for the examination; provided, however, that detectives/inspectors shall be eligible for the lieutenant examination.

(b) At least thirty (30) days prior to any promotional examination for the position of Detective/Inspector, Sergeant, Lieutenant, and Captain of the North Smithfield Police Department, notice of such examination shall be posted on the Police Department Bulletin Board of the station.

At least thirty (30) days prior to any promotional examination, a copy of all source material needed for the examination, shall be provided for the Police Station for the use of the officers in the station preparing to take such examination, subject to the rules and regulations for use as provided for by the Chief of Police for use of said material.

(c) Any member of the North Smithfield Police Department who shall take any such promotional examination, shall receive their test score in written form.

(d) Personnel taking promotional examinations may review their test.

(e) All newly promoted supervisors will have tenure and will not serve a probationary period.

(f) When a temporary supervisory vacancy occurs and there is an active and certified promotional list, the vacancy will be filled with officers off the appropriate supervisory promotional list in numerical order. If there is no active or certified promotional list, the most