senior police officer will be selected to fill in for the position that is vacant (i.e., senior patrol officer to Sergeant, senior Sergeant to Lieutenant and so on).

Section 7. Range Supplies.

(a) The Town of North Smithfield agrees to supply each officer, annually, with as much ammunition as required to qualify.

(b) During bi-annual range qualification, the Town of North Smithfield will supply all necessary cleaning supplies (oils, cleaning solutions, lubricants, patches and rags). No officer will be allowed to return to duty without first cleaning his weapon.

Article X

Section 1. Wage Scale.

	~~July 1, 2009 (0%)~~
~~Six (6) months to one (1) year (Probationary)~~	~~808.35/845.39~~
~~Over one (1) year Patrol~~	~~941.79~~
~~Detective~~	~~980.19~~
~~Sergeant~~	~~1005.74~~
~~Lieutenant~~	~~1031.33~~
~~Captain~~	~~1056.91~~

	~~July 1, 2010 (0%)~~
~~Six (6) months to one (1) year (Probationary)~~	~~808.35/845.39~~
~~Over one (1) year Patrol~~	~~941.79~~
~~Detective~~	~~980.19~~
~~Sergeant~~	~~1005.74~~
~~Lieutenant~~	~~1031.33~~
~~Captain~~	~~1056.91~~

	~~July 1, 2011 (0%)~~
~~Six (6) months to one (1) year (Probationary)~~	~~808.35/845.39~~
~~Over one (1) year Patrol~~	~~941.79~~
~~Detective~~	~~980.19~~
~~Sergeant~~	~~1005.74~~
~~Lieutenant~~	~~1031.33~~
~~Captain~~	~~1056.91~~

~~July 1, 2012 (0%)~~

~~Six (6) months to one (1) year (Probationary)~~	~~808.35/845.39~~
~~Over one (1) year Patrol~~	~~941.79~~
~~Detective~~	~~980.19~~
~~Sergeant~~	~~1005.74~~
~~Lieutenant~~	~~1031.33~~
~~Captain~~	~~1056.91~~
	July 1, 2013 (2.0%)
Six (6) months to one (1) year (Probationary)	**824.52/862.30**
Over one (1) year Patrol	**960.63**
Detective	**999.79**
Sergeant	**1025.85**
Lieutenant	**1051.96**
Captain	**1078.05**
	January 1, 2014 (2.0%)
Six (6) months to one (1) year (Probationary)	**841.01/879.54**
Over one (1) year Patrol	**979.84**
Detective	**1019.79**
Sergeant	**1046.37**
Lieutenant	**1073.00**
Captain	**1099.61**
	July 1, 2014 (3.75%)
Six (6) months to one (1) year (Probationary)	**872.55/912.53**
Over one (1) year Patrol	**1016.58**
Detective	**1058.03**
Sergeant	**1085.61**
Lieutenant	**1113.23**
Captain	**1140.85**
	July 1, 2015 (3.75%)
Six (6) months to one (1) year (Probationary)	**905.27/946.75**
Over one (1) year Patrol	**1054.70**
Detective	**1097.71**
Sergeant	**1126.32**
Lieutenant	**1154.98**
Captain	**1183.63**

Section 2. Life Insurance.

The Town of North Smithfield shall provide a cash value of $50,000.00 of Life Insurance to each member of the Police Department at no expense to the members.

Section 3. Pension Plan.

(a) All full time Police Officers are required to join the Rhode Island Police and Fire Pension Plan following the first month of employment.

(b) All payments into the Rhode Island Police and Fire Pension are to be the same each week, based on the officer's annual salary as broken down into weekly payments, no alterations of this weekly payment into the pension plan are to be made due to holiday pay, sergeant's pay, etc. The yearly longevity payment will still be considered part of the officer's yearly salary in regards to payment into the pension plan.

Section 4. Retirement After Twenty Years.

All police officers are to participate in the optional twenty (20) year retirement plan for police and fireman as administered by the Employees Retirement System of the State of Rhode Island on and after 6/30/90.

Section 5. Cost-of-Living Adjustment (C.O.L.A.) for Retirees.

Any member who retires after January 1, 1995 shall be entitled to receive a C.O.L.A. equaling three percent (3%) in compliance with the Rhode Island Police and Fire Pension Fund Plan C.

Section 6. Shift Differential.

All police officers who are assigned the shift of 4:00 p.m. until midnight shall receive as salary an additional payment of 1% of their base weekly salary, per hour, over and above their base salary. All police officers who are assigned the shift from midnight until 8:00 a.m. shall receive as salary an additional payment of 2% of their base weekly salary, per hour, over and above their base salary.

Section 7. Monetary Spread in Rank.

(a) A Detective/Inspector shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Thirty Dollars ($30.00) above the salary received by a patrolman.

(b) A Sergeant shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Fifty Dollars ($50.00) above the salary received by a patrolman.

(c) A Lieutenant shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Seventy Dollars ($70.00) above the salary received by a patrolman.

(d) A Captain shall receive above any yearly salary increase additional money to provide that he/she shall maintain a weekly salary at least Ninety Dollars ($90.00) above the salary received by a patrolman.

(e) In the event new ranks are added a Thirty-Five Dollars ($35.00) spread shall be maintained between that rank and any rank above and below said rank.

Section 8. Benefits Upon Death.

In any case where an officer dies leaving unused, accumulated, vacation time, personal days, special prosecution days, sick time, compensatory time and earned longevity pay, the Town shall pay the full amount of such accrued, sick time, compensatory time, and earned longevity time to the officer's beneficiary, Executor or the Administrator of his/her estate, or to his/her widow if there be no Executor or Administrator, or to his next of kin if there be no widow in accordance with the intestacy laws of the State of Rhode Island.

The amount of unused, accumulated annual leave, sick time, compensatory and earned longevity pay shall be determined by multiplying the officer's current base rate of pay by the number of unused, accumulated days.

Article XI

Section 1. Grievance Procedure.

(a) Grievance Defined: A grievance shall be defined as any alleged violation of the provisions of the Collective Bargaining Agreement between the parties in regards to wages, benefits, terms and conditions of employment, existing working conditions, and any/all established past practices of the department.

(b) A member shall file a grievance to the Union within seven (7) calendar days of the alleged violation or the member becoming aware of said violation.

The Union may file a grievance within thirty (30) days of it becoming aware of a violation of the Collective Bargaining Agreement.

(i) Upon receipt of a member's grievance, the Union shall have seven (7) days to review said grievance and forward said grievance, in writing, to the Chief of the Police Department.

(ii) Upon receipt of said grievance by the Police Chief, the Chief shall respond in writing to the Union within seven (7) days of said receipt. Said response will be delivered to the Union President or his designee within these seven (7) days. The Chief may deem it necessary to meet with the Union President or his designee and the grievant to further discuss the said grievance.

(iii) If the Chief of Police denies said grievance, the grievance may be forwarded to the Town Administrator within seven (7) days from receipt of said denial.

(iv) The Town Administrator shall have fifteen (15) calendar days to review and render his/her decision in, in writing, to the Union President or his designee. If within this time frame, the Town Administrator deems it necessary, there shall be a meeting with the Union President or his designee and/or with the Chief of Police, and if necessary, the grievant, to further discuss the said grievance.

(v) Upon receipt of the decision of the Town Administrator, the Union shall have forty-five (45) calendar days, if deemed necessary, to file said grievance to the American Arbitration Association (A.A.A.) for appointment of a neutral arbitrator to hear the issue of the grievance. The decision of this neutral arbitrator shall be final and binding on the parties involved.

(vi) The cost of the arbitration before the A.A.A. shall be borne equally by the Town and the Union.

Article XII - Benefits

Section 1. Health Insurance.

(a) Each member will contribute 5% of premium for their health care insurance plan. Members electing the family plan coverage as outlined in Appendix A will not contribute more than $853.49 per year. Members electing the single plan coverage as outlined in Appendix A will not contribute more than $332.70 per year. AUBIN & PAGLIARINI

Members electing the family plan coverage as outlined in Appendix B will not contribute more than $947.45 per year. Members electing the single plan coverage as outlined in Appendix B will not contribute more than $371.29 per year.

The Town will pay the entire remaining cost of the health and dental care for its full-time officers on active service in Town employment. Commencing January 1, 2011, there will be a Two Hundred Fifty Dollar ($250.00) health insurance plan deductible. The Town of North Smithfield will self insure the $250.00 health insurance deductible plan for $500.00 per officer per year (see Appendix A). Officers will be reimbursed for any out-of-pocket medical expenses, up to $500.00 dollars per year, that they pay as a result of changing from the current benefits package as outlined in Appendix D/E to the $250.00 deductible plan outlined in (Appendix A/B). Officers must submit for reimbursement to the Town every January 1st and June 1st of the Fiscal

Year. Reimbursement by the Town to all officers (active/retired) will be paid within thirty days of submission.

(b) Officers enrolled in the health care plan with coverage as outlined in Appendix B as of July 1, 2003 will continue to receive that coverage, but no new or current officers (not currently enrolled) will be enrolled in the health care plan with coverage as outlined in Appendix B. All officers hired after July 1, 2003 shall enroll in the health care plan with coverage as outlined in Appendix A. Any officer currently enrolled in the health care plan with coverage as outlined in Appendix B who switches to the health care plan with coverage as outlined in Appendix A shall not be allowed to switch back to the health care plan with coverage as outlined in Appendix B. Both plans will include prescription drug and vision care coverage. Dental coverage will be as outlined in Appendix C.

Commencing July 1, 2010, health care benefits and dental benefits shall be provided as described in Appendices A, B, and C.

(c) All officers covered by this Agreement shall have the option to elect out of their health coverage if covered by another healthcare plan, and to accept, in lieu thereof, a payment of ~~$5000.00~~ **$2,500** for a family plan and ~~$2,000.00~~ **$1,000.00** for a single plan. If officers elect this option, they must do so during the first month of the fiscal year. No officer may be compelled to accept such an alternative payment. If an officer chooses to exercise this option, they shall only be allowed to elect back into the health plan in the event of marriage, divorce, death of a spouse or child, birth or adoption of a child, termination from employment of their spouse, or any other major change in family circumstances recognized under applicable law or during any enrollment period, and return any unused portion of payment so received.

(d) North Smithfield Police Cadets Eric Rondeau and Joshua Nelson will be covered under the provision of Article XII Section 1 (a)(b)(c), regardless of hire date. Any officer hired after cadets Rondeau and Nelson will contribute 10% of the premium for the health insurance care plan. Members electing the family plan coverage as outlined in Appendix A will not contribute more than $1,706.98 per year. Members electing the single plan coverage as outlined in Appendix A will not contribute more than $665.4 per year.

(e) <u>For the period July 1, 2013 to June 30, 2014</u>: For all members hired prior to July 1, 2013, there will be no increase in co-share percentages and no increase in annual payment caps. However, all members hired on or after July 1, 2013 will pay a 20% co-share, not to exceed $3,987.41 (Family Plan) and $1,554.07 (Family Plan).

(f) <u>For the period July 1, 2014 to June 30, 2015</u>: Members who receive benefits under Appendix A who had been paying a 5% co-share will now pay 7 1/2%, not to exceed $1,790.88 (Family Plan) and $697.99 (Individual Plan). Members who receive benefits

under Appendix A who had been paying a 10% co-share will now pay 15%, not to exceed $3,581.76 (Family Plan) and $1,395.98 (Individual Plan). ~~**Members who receive benefits under Appendix A who had been paying a 15% co-share will now pay 20%, not to exceed $4,775.68 (Family Plan) and $1,861.31 (Individual Plan).**~~

Members who receive benefits under Appendix B who had been paying a 5% co-share will now pay 7 1/2%, not to exceed $1,989.09 (Family Plan) and $779.10 (Individual Plan). Members who receive benefits under Appendix B who had been paying a 10% co-share will now pay 15%, not to exceed $3,978.18 (Family Plan) and $1,558.20 (Individual Plan). ~~**Members who receive benefits under Appendix B who had been paying a 15% co-share will now pay 20%, not to exceed $5,304.25 (Family Plan) and $2,077.60 (Individual Plan).**~~

(g) For the period July 1, 2015 to June 30, 2016: Members who receive benefits under Appendix A who had been paying a 7 1/2% co-share will now pay 10%, not to exceed $2,387.84 (Family Plan) and $930.65 (Individual Plan). Members who receive benefits under Appendix B who had been paying a 7 1/2% co-share will now pay 10%, not to exceed ~~**$1,989.09**~~ **$2,652.12 (Family Plan) and** ~~**$779.10**~~ **$1,038.80 (Individual Plan).**

For all members who had been paying 15% and 20% co-shares, their co-shares and maximum annual payment caps will remain the same.

Section 2. Liability Insurance.

The officers will be covered by insurance, to be paid by the Town, only if available, and if not available the Town will indemnify the officers as set forth herein. In the event any officer covered by this Agreement is sued in any civil proceeding as a result of actions performed by said officer in the performance of his duties as an officer of the North Smithfield Police Department, the Town of North Smithfield agrees to provide such officer with all necessary legal assistance and further agrees to pay any judgment rendered against such officer in any such proceeding.

This section shall not apply to tortuous conduct of any officer which is willful, deliberate or beyond the scope of his employment.

This section shall apply, but is not limited to, all officers who work details as prescribed in Article XIII, Section 2 of this agreement.

Section 3. Health Insurance for Retirees.

(a) The Town shall provide, including family coverage where appropriate, health and dental insurance coverage for all police officers who have retired on or after June 30, 1990. The

Town's obligation shall continue until the retiree receives equal or superior health care and dental coverage, individual or family coverage where appropriate, from any other employer or source or the retiree becomes eligible for Medicare or another federally subsidized health care or dental program. The Police Officer shall notify the Town when he is receiving said coverage from any other employer or source. When said outside coverage shall no longer be available to the retiree the Town shall reinstate the retiree back into the Town's Health and Dental Plan.

(b) Effective July 1, 2007, any retiree shall receive from the Town the same health and dental care insurance coverage plan in effect at the date of retirement and shall not be changed during retirement. Said retiree shall continue to pay any co-share in effect upon the date of retirement which shall not be changed during retirement.

(c) Members who retire before July 1, 2007, will not contribute to the cost of their health plan. The Town will pay the entire cost of health and dental care insurance, including family coverage where appropriate.

(d) Those members who retire after July 1, 2007 will have the option of paying their required contribution for their health and dental care insurance plans as outlined in sub-section (b) of this section quarterly, semi-annually or yearly.

Article XIII

Section 1. Civic and Non-Civic Details.

No officer shall be required to perform for any organization, private or public, such as in parades or similar situations except while on duty; otherwise, on nonduty days, such assignments shall be on a voluntary basis and compensated for at time and one-half (minimum four (4) hours). This shall not be construed to apply to the necessary functions of police duties.

Section 2. Details.

(a) The President of IBPO Local 410 retains full rights to negotiate with private industries concerning non-civic details with regards to hours of employment and rates of pay.

(b) A detail list will be made up annually of those members of the bargaining unit who wish to work non-civic details. Acceptance of non-civic details will be on a voluntary basis. Non-civic details shall be given out by rotation in order of seniority and shall be posted in advance at least, whenever practical, forty-eight (48) hours prior to the starting time of such detail.

(c) In the event of an officer's prosecution to enforce a claim against a third party for such injuries or damages sustained while on non-civic details, such officer shall reimburse the Town for all such payments made by the Town pursuant to Section 45-19-1, less apportioned

attorney's fees incurred. Provided, however, that the amount of such reimbursement shall not exceed the gross recovery of settlement received by the officer from the third party. It is understood, however, that the payments made by the insurance carrier in accordance with the coverage for which the officer has paid premiums shall not be considered a third-party action.

(d) All officers of the bargaining unit shall be allowed to work details out of the Town of North Smithfield, provided however, said request for manpower is done in accordance with the same procedures that must be followed for in town details. Assignment for out-of-town details will be the same as for those currently in place in this agreement. Retired officers who wish to work details for IBPO Local 410, shall be placed on the list of available detail officers.

Any detail which becomes available must be first offered to all members of the bargaining unit prior to being filled by any non-member.

It is further agreed to, that any members of the bargaining unit shall have the right to "bump" any non-member from any authorized detail up to 24 hours prior to the commencing of said detail.

(e) The Town of North Smithfield may charge an administrative fee not to exceed three dollars per hour for each detailed worked. Such administrative fee shall be in addition to the detail rate established consistent with Article XIII, section 2, subsection (a).

(f) The Town of North Smithfield agrees to compensate within the following normal pay cycle all sworn North Smithfield Police Officers who work civic and non-civic details. Non-sworn members and officers from other police departments who work details in the Town of North Smithfield at the request of the North Smithfield Police detail officer shall be compensated within 10 days of the Town's receipt of the vendor's payment.

(g) The Town of North Smithfield and the IBPO Local 410 agree that if collection of detail monies from a private vendor that is owed to the North Smithfield Police Officers is not obtained after 120 days, the Town and Local 410 will jointly and equally seek legal redress against the private contractor.

Article XIV

Section 1. No-Strike Clause.

In consideration of the rights of the officers covered by this Agreement to the resolution of disputed questions under the grievance procedure herein-before set forth, IBPO Local 410, for itself and for all officers covered by this Agreement, hereby agrees that no such officer shall have the right to engage in any work stoppage, slowdown or strike. In the event that such work stoppage, slowdown or strike shall take place, it will immediately notify such officer or officers so engaging in such unauthorized activities to cease and desist and shall publicly declare that

such work stoppage, slowdown or strike is illegal and unauthorized. Any officer engaged in such work stoppage, slowdown or strike, shall be subject to immediate dismissal by the Town of North Smithfield without any right to any of the benefits provided under this Agreement.

Article XV

Section 1. Injuries and Illness.

Whenever an officer shall be wholly or partially incapacitated, by reason of sickness contracted in the performance of his duties, the Town shall pay the fixed salary and medical, surgical, dental, optical expenses, and also for treatment attendance, nurses, hospital expenses, medicine, or crutches and apparatus for such period as is necessary, pursuant to Section 45-19-1 of the General Laws of Rhode Island, 1956 as amended.

This section shall apply, but is not limited to, all officers who work details as prescribed in Article XIII, Section 2 of this agreement.

Article XVI

Section 1. Rights Reserved.

Subject to the provisions of this Agreement, the Town Council of the Town of North Smithfield reserves and retains full rights, authority and discretion to the proper discharge of its duties and responsibilities to control, supervise and manage the Department under governing state laws, Home Rule Charter, Town ordinances and rules and regulations issued by the Council or its delegated representative.

Article XVII

Section 1. Longevity.

All full-time Police Officers shall be entitled to longevity payment after they have completed their fifth (5th) year of service on the Police Department, including his twelve (12) months of probation. Payments of longevity shall be in accordance with the schedule hereinafter set forth and will be added to the member's annual salary so as to be included in his annual salary for retirement pension purpose. Any member entitled to longevity payments shall be paid the same in one lump sum on officer's anniversary date of employment, commencing on and after July 1, 1981.

Longevity Scale:

(Effective July 1, 2003)

After completion of Five (5) to Ten (10) years	Five (5%) percent
After completion of Ten (10) to Fifteen (15) years	Seven (7%) percent
After completion of Fifteen (15) years	Nine (9%) percent

Upon the voluntary separation from employment, each bargaining unit member shall receive a pro rata share of his/her longevity payment.

Article XVIII

Section 1. Savings Clause.

If any new provisions of this Agreement are declared to be unlawful or unconstitutional by the Supreme Court of the State of Rhode Island or by any court of final jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Article XIX

Section 1. Present Benefits.

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said officers covered by this Agreement's recognition section and shall be made a part thereof.

Article XX

Section 1. Duration of Contract.

This Agreement shall be for a term of **three (3) years-beginning July 1, 2013 and shall expire on June 30, 2016.** This Agreement shall remain in full force after its expiration date if negotiations between the Town of North Smithfield and the IBPO Local 410 have not resulted in a new Agreement, until such time as a new Agreement has been reached.

IN WITNESS WHEREOF, the Town of North Smithfield has caused this instrument to be executed by PAULETTE D. HAMILTON, TOWN ADMINISTRATOR, thereunto duly authorized by the Town Council of the Town of North Smithfield as of the day and year first above written, and the said IBPO LOCAL 410 has caused this instrument to be signed by the President, **SHARON PAGLIARINI**, thereunto duly authorized as of the day and year first written above.

By: _____ **Date:** 4/15/13
Paulette D. Hamilton, Town Administrator,
Town of North Smithfield

By: _____ **Date:** 4-18-13
Sharon Pagliarini, President, International
Brotherhood of Police Officers, Local 410

AGREEMENT AMENDING COLLECTIVE BARGAINING AGREEMENT

On this 6th day of March, 2013, the International Brotherhood of Police Officers, Local 410 ("Union") and the Town of North Smithfield (the "Town") agree as follows:

W I T N E S S E T H

WHEREFORE, the Union and the Town are parties to a Contract Agreement for July 1, 2009 to June 30, 2013 (the "CBA");

WHEREFORE, the parties have not negotiated or settled by interest arbitration a successor agreement and therefore the terms and conditions of the CBA continue to have full force and effect;

WHEREFORE, pending a successor agreement, the parties desire to amend a provision of the CBA pertaining to compensatory time;

WHEREFORE, the purpose of this amendment is to conform the CBA the Town's current practice regarding payment for accrued, unused compensatory time upon retirement with the federal Fair Labor Standards Act.

NOW, THEREFORE, based upon the promises and premises stated herein, it is hereby agreed as follows:

1. Amendment. Section 8 (Compensatory Time) of Article V of the CBA is amended by deleting the second sentence of the first paragraph and replacing it with the following sentence: Upon the retirement of any bargaining unit member, the member's accrued, unused compensatory time shall be converted to cash and paid in full subject to withholding as required by law.

2. Section 8 is further amended by inserting the following new provision:

   On November 1st of each year, members shall be able to redeem unused compensatory time for cash in an amount not to exceed fifty (50) hours.

3. Effective Date. This agreement shall be effective on March 1, 2013.

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 410

By: Sharon Pagliarini
President, IBPO Local 410

THE TOWN OF NORTH SMITHFIELD

By: Paulette Hamilton
Town Administrator