

TOWN OF LITTLE COMPTON
RHODE ISLAND
AND
INTERNATIONAL BROTHERHOOD
OF
POLICE OFFICERS
LOCAL NUMBER 644



CONTRACT AGREEMENT
FOR
JULY 1, 2009 TO JUNE 30, 2012

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AGREEMENT

Pursuant to provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlements of Disputes concerning Wages of Pay and other terms and Conditions of Employment of Employees of Police Departments" this Agreement is made and entered into this 11th day of June, 2010 by and between the Town of Little Compton (hereinafter referred to as "The Town") and Local 644, International Brotherhood of Police Officers (hereinafter referred to as "Local 644").

ARTICLE I

SECTION 1 Recognition

The Town hereby recognizes and acknowledges that Local 644 is the exclusive bargaining agent for all full-time police officers of the Police Department of the Town of Little Compton for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, assignments and working conditions.

SECTION 2 Agency Shop

All permanent police officers of the Little Compton Police Department shall have the right to voluntarily join or refrain from joining Local 644. However, any police officer who shall choose not to join, and who is covered by the terms of this Agreement, shall be required to pay an initial service fee and monthly service fees to Local 644 for the purpose of aiding Local 644 in defraying cost in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the police officers in the bargaining unit. Such fees shall in no case exceed the initiation fees and membership dues paid by those who voluntarily choose to join Local 644.

Other than the payment of these service fees, those police officers who do not choose to join Local 644 shall be under no further financial obligations or requirements of any kind to Local 644. Any member of the Police Department

who shall have his Union membership application refused for just cause shall not be required to pay any service fees. All police officers covered by this Agreement shall, on the 30th day following the beginning of their employment or the effective date of this Agreement, whichever is later, pay established initial and monthly service fees.

It is expressly understood by the parties hereto that the Chief of Police is excluded from the requirements of Union membership.

SECTION 3 Discrimination

The Town agrees not to discharge or discriminate in any way against members of Local 644 for Union membership or Union activities.

SECTION 4 Dues Deductions

The Town shall deduct Union dues and fees upon receipt of authorization from the members of Local 644 who shall sign deduction form cards to be supplied by Local 644. The Town shall forward to the treasurer of Local 644 the monies deducted by the fifteenth (15th) day of the month following the month of deduction.

ARTICLE II

SECTION 1 Management Rights

The Town of Little Compton shall retain the right to issue rules and regulations governing the internal conduct of the Police Department, as provided by law.

Local 644 recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all right to manage, direct or supervise the operation of the Town and the employees, including the size and composition of the Police Department, are vested solely in the Town.

For example, but not limited thereto, the Town shall have the exclusive rights subject to the provisions of this Agreement and consistent with applicable laws and regulations:

1. To direct police officers in the performance of official duties.

2. To take reasonable action necessary to carry out the purpose of the Department which may arise in emergency situations, i.e., circumstances of a critical nature calling for immediate action to protect the public interest and which are not expected to be of a recurring nature.

3. The Town shall have the right to implement additional patrols and/or manpower or reserve/special police officers for the express purpose of providing safety to the regular members of the Department working scheduled shifts, so long as the scheduled shifts have been filled in accordance with the provisions of Article VI, Section 3 of the contract. The implementation of additional reserve/special officers will not be considered within the terms used in paragraph (c) of said Article VI, Section 3.

SECTION 2 Union Suggestions

Local 644 shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of the Department and a copy thereof transmitted to the President of the Town Council. Said suggestions for rules and regulations will be given due consideration and adopted if deemed advisable by the Chief of the Department and Council. Said suggestions must originate from the members of the Department.

ARTICLE III

SECTION 1 Seniority

The members of Local 644 shall have seniority rights and said seniority, in so far as practicable, shall prevail within each class or position with regard to the following:

- a) Shifts, holidays, days off, vacations, overtime, extra duty, transfers of any nature and any and all circumstances or situations by whatever name they may be given; however, a senior officer may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that any police officer shall reject the position or

benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.

b) Seniority is defined as the highest ranking position within the Department. If of equal rank, seniority is defined as being continuous service within said rank in the Police Department of the Town of Little Compton plus properly approved absences. In the event that more than one member has identical seniority dates, then the officer who graduated with the highest class ranking from the Municipal Police Training Academy shall be the senior officer. Officers graduating from the Municipal Police Training Academy shall file with the Chief of Police their class ranking upon graduation. Said ranking shall become part of the permanent record of said officer.

c) Badges shall be issued to police officers upon employment, and the police officer shall keep that badge number until retirement.

d) In the event of a curtailment, resulting in a layoff, such curtailment shall be based on seniority - the police officer having the least seniority shall be the first to be curtailed. A police officer curtailed shall be recalled to work, if an opening exists, before a new police officer is hired. A curtailed police officer shall maintain the right to recall for a period of two (2) years from the date of curtailment, and if recalled within the two (2) year period, he refuses the job offer he shall not be eligible for any future job opening on the basis of being a curtailed member of Local 644.

e) The Police Chief shall cause to be maintained seniority lists, and they shall be available for inspection by the police officer at all times by posting same in the Police Station. Local 644 shall be given a copy of the seniority list and if changes occur within the scope of this Agreement, a new list shall be posted and a copy given to Local 644.

f) In the event of a disagreement as to a police officer's seniority status which cannot be resolved between the Local 644 Steward and the Chief of Police, Local 644 may appeal to the Town Council for a hearing on the merits of the case or file a grievance in accordance with this agreement.

g) Interpretation - It is herein agreed that the Chief of Police may delegate shifts (assignments) according to rank where it is determined that an officer or non-commissioned officer would best serve the Department in

that shift. It is expressly understood by the parties hereto that in the case of equal rank seniority will dictate as set forth in paragraph (b).

ARTICLE IV

SECTION 1 Vacancies, Private's Rank

Vacancies in the private's ranks shall be filled by appointment by the Town Council, and further it is agreed that vacancies extending beyond a two-week duration, which for all practical purposes are considered to extend beyond a period of thirty (30) days, may be filled by a temporary appointment of a reserve/special officer in accordance with the provisions of Chapter 167, Section 1 of the Public Laws of Rhode Island, 1959. Said appointment shall provide for compensation at the rate of pay as set forth for probationary patrolman.

SECTION 2 Temporary Service Out of Rank

Members of Local 644 up to and including the rank of Lieutenant who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at the same rate as the man for whom they are filling in, provided such service is for a period longer than two (2) full working days. Such higher rate shall apply for all time spent at a higher rank.

A member of Local 644 of any rank who assumes the duties and responsibilities of the Chief of Police for any period longer than three (3) full working days, shall be compensated at the same rate of pay as received by the Chief of Police but without benefit of overtime pay. Such compensation shall apply to all days spent in this capacity.

SECTION 3 Promotions

- a) In order for a police officer to be eligible for a promotion above senior patrolman, excluding the Chief, said officer shall have been a full-time member of the Little Compton Police Department for at least two (2) years. However, there shall be created a rank of Corporal which shall be given to each member of the Department who has completed ten

(10) years of continuous service. Compensation shall be the same as that of Senior Patrolman.

- b) The Town of Little Compton will use a nationally recognized testing company for the written examination. There shall be a 20 day posting period and a 30 day study period, with the Town of Little Compton providing study materials. The evaluation procedure will be as follows:

Written Exam 35 points

Oral Exam 35 points

Seniority 1 point for every year of service, to a maximum

of 20 points. The date of the written test will determine if the applicant has completed a full year based on their date of hire.

Chief's Recommendation 10 points. The Chief will determine how many awarded based on each applicants personnel jacket and service history.

The union will vote on someone from the union as a liaison between the applicants, the Chief of Police and the people on the Oral Board. The Oral Examination will be conducted by 3 officers of equal or greater rank of the position being tested for. The oral board will be chosen in the following manner.

The Chief of Police shall select a member.

Local 644 shall select a member.

Those two officers shall select a third member.

Questions on the Oral Examination shall be the same for all officers being tested. Results of the examination are to be posted on a bulletin board in the Police Station. The Town Council shall make the promotion from the top three candidates. Promotion shall be made when funds are appropriated and available.

SECTION 4 Prohibited Practices

- a) Giving, rendering, or paying any money, service, or other valuable thing for, on account of, or in connection with an appointment, promotion, or proposed appointment or promotion.

- b) Making directly or indirectly, if a member of the Little Compton Police Department, any contribution to the campaign funds of any political organization or candidate for public office, or taking any part in the management of any political organization or in the conduct of any political

campaign further than in the exercise of the rights of a citizen to express his or her opinion and to cast his or her vote.

c) Any officer or member of the Little Compton Police Department willfully violating any of the provisions of this section shall be removed from such office or employment.

ARTICLE V

SECTION 1 Duties

The duties of the members of Local 644 shall be the prevention of crime and the enforcement of the State Laws and Town Ordinances, and shall also include operation of the detective division, records division, personnel and training division, all presently as being operated or to be instituted in the future, by members of Local 644; and further it is understood and agreed hereto that the members of Local 644 recognize that any and all duties of enforcement shall be done within the constitutional protection provided for individual rights of all persons.

SECTION 2 Detail to Other Departments Prohibited

The Town of Little Compton agrees that members of Local 644 whose duties are defined in Article V, Section 1 shall not be detailed to other departments of the Town. The details from one unit to another within the Police Department shall be the responsibility of the Chief of Police subject to the seniority provisions herein contained. It is expressly understood by both parties hereto that washing of police vehicles is not within the scope of police duties. However, it shall be the responsibility of the officer assigned each shift to maintain cleanliness of the interior of the cruisers and further that upon completion of each shift the officer will be responsible for refueling the cruiser used during his tour. This Section will not prevent members of Local 644 from assisting the Fire Department or Rescue when they deem necessary.

ARTICLE VI

SECTION 1 Hours

The regular work week of the members of Local 644 shall consist of an average of 42 hours. The work schedule shall be a six (6) day cycle of three (3) consecutive working days of twelve (12) hours followed by three (3) consecutive days off.

Detectives: Officer(s) assigned to the Detective Division shall be assigned to an Administrative schedule. This schedule will be based on a forty two (42) hour work week, Monday through Friday with weekends and all paid holidays listed within this agreement off. For the purposes of order backs, detectives shall not be considered in the order back rotation. Further, Detectives shall waive their right to seniority as provided in Article III Section 1 as it relates to vacant/overtime shifts. Transfer to and from the Detective Division shall be made at the discretion of the Chief of Police. Police Officers must have served a minimum of three (3) years as patrol officer to be eligible for a transfer to the Detective Division. Any Patrolman assigned to the Detective Division shall receive Sergeants pay. Any officer assigned to Detectives holding the rank above Sergeant shall receive their structured pay as stated within this agreement.

It is expressly understood by the parties hereto that hours worked on special or Town details shall not be counted in determining the number of hours worked in a regular work schedule or for overtime purposes. Every member of Local 644 except the Chief shall work the same number of hours except in cases of emergency, and further, he shall be required to wear his uniform under ordinary circumstances while on duty. It is further understood by the parties that there may be a rotation of shifts if a majority of the parties involved in the rotation are agreed. It is also understood that lunch, supper, or whatever it might be called, will not be more than, but not less than one-half hour, unless the Chief has given an officer permission for the day in question to take longer than one-half hour.

SECTION 2 Substitutions

The right to substitute at any time shall be permitted provided that permission to substitute must be obtained from the Chief of Police or Officer in Charge. The right to substitute and work for another officer may be granted without affecting the calculation of overtime. The substitution must be voluntarily undertaken and

expressly understood and agreed hereto that the officer requesting said substitution will be responsible for his replacement to fill the scheduled shift, and/or part of a scheduled shift. Should the officer substituting not fulfill this obligation due to sickness or an emergency, said sick leave will be charged to the member requesting said substitution. All requests for substitutions will identify the shift the officer is requesting off, the name of the officer agreeing to work the shift, and the shift the officer will work as replacement for the officer working.

SECTION 3 Overtime

All hours worked in excess of one's normal work schedule, as set forth in Section 1, shall be compensated for at the rate of time and one-half, provided said employee has not benefited from any paid vacation and/or sick leave equal to the additional hours worked within the period defined as the normal work schedule. However, any hours worked amounting to any portion of the paid vacation and/or sick leave shall be paid at the regular rate of hourly pay in addition to regular wages due for that time. For the first overtime hour any time worked over fifteen (15) minutes and up to one-half (1/2) hour shall be compensated for as one-half hour overtime.

- a) Overtime shall consist of working another shift, vacation, replacements due to sickness, etc.
- b) It is understood that overtime pay will be paid every payday. Overtime hours due will be submitted for payment the Friday before payday.
- c) Temporary Vacancies; In the absence of any police officer from any shift the Chief of Police shall fill said absence by giving first preference to permanent members of Local 644 in order of seniority. In the event no member is reasonably available for, or in the event that regular members fail to accept the offer to fill said vacancy within a reasonable time, then and only then, in that event, the Chief of Police shall fill the vacancy with a special officer.
- d) It is agreed that any police officer desiring to work on his annual leave time may do so if temporary vacancies occur. However, any police officer so doing shall be paid at his regular rate of hourly pay in addition to regular wages due him for that time.

e) No police officer shall work two consecutive shifts except in an emergency as designated by the Chief of Police. However, this does not prevent the extension of a partial shift.

f) Additionally, it is agreed that the employee shall have the option to receive compensatory time off in lieu of any monetary value for any extra duty worked beyond his normal work schedule. Permission to use compensatory time off after requesting to do so will be permitted by the Chief of Police provided the staffing or manning of the department is not adversely affected. The amount of compensatory time a member will be allowed to accrue shall not exceed 320 hours straight time or computed to 480 hours at time and one-half.

Officers shall give the Chief of Police two (2) weeks notice for any requested compensatory days which will be posted on the schedule and filled by administration. Any requested compensatory days inside of these two (2) weeks will be the officer's responsibility to fill upon approval from the Chief of Police.

SECTION 4 Call Back Pay

Police officers called back during emergencies shall be compensated for at least four (4) hours. The pay for this time shall be at the overtime rate of pay as herein set forth.

a) If court appearance is on the officer's regular day off, the time will be paid at the rate of time and one-half with a minimum of four (4) hours in one day. Court attendance and witness fees shall be paid to the Town Treasurer for deposit in the General Fund.

SECTION 5 Uniforms

All Police Officers shall wear at all times a standard uniform. The Lieutenant may be in plain clothes. Commencing July 1, 2006, the Town shall pay each member of Local 644 the sum of \$1,000.00 per year as a clothing and maintenance allowance, paying one-half the agreed annual allowance on April 15 and October 15 in the contract year. Commencing July 1, 2007, the Town shall pay each member of Local 644 the sum of \$1,200.00 per year as a clothing and

maintenance allowance, paying one-half the agreed annual allowance on April 15 and October 15 in the contract year. Commencing July 1, 2008, the Town shall pay each member of Local 644 the sum of \$1,400.00 per year as a clothing and maintenance allowance, paying one-half the agreed annual allowance on April 15 and October 15 in the contract year.

The Town will also provide regular members of Local 644 with the following equipment; weapon (gun), holster, handcuffs and case, mace and holder, gunbelt, badges, patches, flashlight (including batteries) whenever needed, and whistle. The Police Chief will draw up a uniform code so all officer's uniforms and equipment will be standard. There will be no requirement to wear hats while in the cruiser.

If during the period covered by this agreement a change or changes of uniform should be adopted by mutual agreement of the Town and the members of Local 644, the cost of said change shall be borne by the individual police officers out of their authorized clothing and maintenance allowance; it being understood that this provision does not prohibit the inclusion in future agreements for a change of uniform when ordered at the discretion of the Town, to be paid by the Town.

ARTICLE VII

SECTION 1 Equipment

The police car will be kept in safe operating condition at all times. When a discrepancy is discovered by any police officer, it will be brought to the attention of his senior officer, who will notify the Chief of Police.

SECTION 2 Officer's Work Record

The complete work record of any police officer who is a member of Local 644 shall be made available to him upon request, or to any official of the I.B.P.O., Local 644, including the shop steward of said Town. If any deletions, omissions, or additions are noted either by the man concerned or a Union official, a meeting as soon as possible shall take place between Local 644, the Town Council, the Chief of Police, and the man whose record is in contention.

ARTICLE VIII

SECTION 1 Calendar Year

For the purpose of this Agreement the calendar year shall be July 1 through June 30th.

SECTION 2 Vacations

All members of Local 644 shall be entitled to take their vacations any time during the calendar year. Vacation preferences shall be assigned on the basis of seniority within each rank. Vacations shall be on a shift basis and no member shall be transferred to work a different work shift in violation of seniority provisions. The number of men to be on vacation at any one time shall be at the discretion of the Police Chief. No officer may take a vacation day on a holiday if that officer is scheduled to work that day, unless that officer can get another officer to work. The number of vacation days to which each member of Local 644 shall be entitled to during the calendar year shall be calculated as follows:

- a) More than six (6) months, but less than one (1) year.....7 days
- b) More than one (1) year, but less than five (5) years.....12 days
- c) More than five (5) years, but less than ten (10) years....15 days
- d) More than ten (10) years..... ..19 days

Members may accrue up to five (5) vacation days, or officers compensated at the end of the year for unused vacation days.

Officers shall give the Chief of Police two (2) weeks notice for any requested vacation days which will be posted on the schedule and filled by administration. Any requested vacation days inside of these two (2) weeks will be the officer's responsibility to fill upon approval from the Chief of Police.

SECTION 3 Paid Holidays

The following holidays shall be paid holidays for all members of Local 644. Holiday pay shall be one-fourth (1/4) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary, whether he works the holiday or not:

New Year's Day	R.I. Independence Day	Columbus Day
Martin Luther King Day	Memorial Day	Armistice Day
Washington's Birthday	Independence Day	Thanksgiving Day
Easter	Labor Day	Christmas Day

SECTION 3B Personal Days

All officers shall be entitled to four (4) personal days per year. The officer shall provide at least forty-eight (48) hours notice to the Chief of Police of the officer's desire to use the said days. Any days taken shall be deducted from the employee's sick leave.

SECTION 4 Leave of Absence Without Pay

The Town Council may grant a regular member of Local 644 leave of absence without pay for a period not to exceed one year. Such leave shall be granted only when it will not result in undue prejudice to the interest of the Town as an employer beyond any benefit to be realized. No leave without pay shall be granted except upon written request of the police officer and a guarantee by the police officer that he will serve the town of Little Compton for at least one year after return from such leave.

Whenever granted, such leave shall be approved in writing and signed by the President of the Town Council, and a copy shall be filed with the officer's personnel record. Said leave without pay is subject to the provisions of the Town Pension Plan. Upon expiration of a regularly approved leave without pay, the police officer shall return to work in the position held at the time the leave was granted without loss of seniority or other benefits save pension provisions. Failure on the part of a police officer on leave to report promptly at expiration of leave without good cause shall be considered as a resignation.

SECTION 5 Sick Leave

Sick leave shall be granted at the rate of fifteen (15) working days per year, accumulative to one hundred eighty (180) overall days of sick leave. If sick leave

extends beyond five (5) days for any one illness period, the Town may require a doctor's certificate stating the nature of the illness. During the month of July in each year, the Town of Little Compton shall publish and dispatch to the members of Local 644 their present entitlement under this clause.

a) Reason for sick leave:

1. Personal illness or physical incapacity not voluntarily caused, contracted outside the line of duty to such an extent as to be rendered unable to perform the duties of his present position or some other position in the department if said police officer is found capable of other work by a qualified physician.

2. Attendance upon members of the family within the household of the police officer where illness requires the care of such police officer for a period not to exceed twenty-four (24) hours (one day). Members of Local 644 can be required to sign an affidavit stating that there is no possible way to make other arrangements. This benefit may not be used by the same member of Local 644 more than three (3) times during the life of the Agreement.

b) Leave not to be deducted from sick leave:

1. Days of absence due to injuries contracted in the line of duty.

2. Enforced quarantines when established and declared by the Department of Health or a qualified physician for the period of such quarantine only. All members of Local 644 who are injured or contract an illness in the line of duty shall receive benefits in conformity with Section 45-19-1 of the General Laws of the State of Rhode Island, 1956, as amended, for a period of six (6) months. Thereafter, benefits will be provided only in accordance with an "Ordinance Relating to Disability Retirement for Police Officers and Firefighters / Emergency Medical Technicians," adopted pursuant to R.I.G.L. 45-19-19.

c) Sick leave with pay shall not be granted for any sickness resulting from intoxication or use of narcotics, except that sick leave shall be granted for treatment of rehabilitation as approved by the Town Council on the same basis as granted for any other illness.

- d) The police officer must notify the Police Department as early as possible but in no event less than sixty (60) minutes before his regularly scheduled starting time.
- e) If a police officer calls in sick from a place other than his/her residence of record, he/she shall furnish such address and phone number to the Police dispatcher.
- f) Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, departure from his home without authorization and/or prior notification on any shift for which sick leave is claimed shall result in the denial of sick leave.

Upon retirement or death, all employees covered by this agreement having unused accumulated sick leave shall be paid thirty (30%) percent thereof by the Town at the employee's hourly rate of pay at the time of the employee's retirement or death for all of the unused accumulated sick days. One (1) sick day shall be equivalent to one (1) twelve (12) hour shift. No part of such payment shall be included in the employee's compensation for the purpose of calculating pension benefits.

SECTION 6 Bereavement Leave

The Town of Little Compton hereby agrees that bereavement pay shall be paid as follows with the approval of the Chief of Police.

- a) In the event of the death of a police officer's mother, father, brother, sister, wife, child, mother-in-law, father-in-law, grandparents, or anyone living within the police officer's household, the police officer shall be entitled to a leave of absence with full pay for three (3) days or longer by special exemption in extreme cases.
- b) In the case of all other relatives not provided in the above paragraph, leave of absence of one (1) day with pay may be granted.

ARTICLE IX

SECTION 1 Salaries

Salaries for members of Local 644 to be in effect for the fiscal year July 1, 2009 to June 30, 2010 shall be as follows (2% increase):

	Year	Week	Hour
Lieutenant	\$55,556.40	\$1,068.39	\$25.44
Sergeant	\$52,081.96	\$1,001.58	\$23.85
Sr. Patrolman (after 1 yr)	\$47,467.76	\$912.84	\$21.73
Jr. Patrolman (after school)	\$44,803.91	\$861.61	\$20.51
Prob. Patrolman	\$42,146.73	\$810.51	\$19.30

Salaries for members of Local 644 to be in effect for the fiscal years July 1, 2010 to June 30, 2011 and July 1, 2011 to June 30, 2012 shall be subject to wage reopeners.

Salaries for members of Local 644 to be in effect for the fiscal year July 1, 2010 to June 30, 2011 shall be as follows (All Steps: \$1,380.00 increase):

	<i>Year</i>	<i>Week</i>	<i>Hour</i>
Lieutenant	\$56,936.40	\$1,094.93	\$26.07
Sergeant	\$53,461.96	\$1,028.11	\$24.48
Sr. Patrolman (after 1 yr)	\$48,847.76	\$939.38	\$22.37
Jr. Patrolman (after school)	\$46,183.91	\$888.15	\$21.15
Prob. Patrolman	\$43,526.73	\$837.05	\$19.93

SECTION 2 Shift Differential

- a) All members of Local 644 who work between the hours of 7 PM and 7 AM shall receive a shift differential of forty (40) cents per hour.

SECTION 3 Longevity

Regular members of Local 644 shall receive longevity pay based upon the terms of service in the employ of the Police Department as follows:

Years of Service	As of 7/1/06
5 years through 9 years.....	4.0% per year
10 years through 14 years.....	5.5% per year
15 years through 20 years.....	6.0% per year
More than 20 years.....	7.0% per year

Length of service shall be as of June 30 each year and longevity shall be disbursed on June 30 each year.

ARTICLE X

SECTION 1 Time off for Union Duties

All members covered by this agreement, who are officers or delegates of Local 644 I.B.P.O., shall be allowed time off for official Union business within the Town of Little Compton with pay and without requirement to make up said time.

ARTICLE XI

SECTION 1 Grievances

For the purpose of resolving alleged grievances of members of Local 644, arising out of the interpretation of this contract, the following grievance procedure is accepted by the Town.

- a) If the Executive Board of Local 644 feels that there is justification in a complaint it shall within five (5) days of the members knowledge of the occurrence of a grievance by the aggrieved member of the Department, appoint a representative to arrange a meeting with the Chief of Police, who shall advise the President of the Town Council of the alleged grievance. Failure to file a grievance within five (5) days of knowledge of the alleged

occurrence of a grievance shall be considered a waiver of a members rights to file said grievance.

b) In the event the grievance cannot be satisfactorily settled between the representative of Local 644 and the Town as aforesaid within twenty-five (25) days the matter shall be submitted to arbitration as set forth hereinafter.

c) It is expressly understood by the parties hereto that members of Local 644 shall have no right to engage in any work stoppage, slowdown, or strike. Any and all issues and grievances shall be resolved by the grievance and arbitration procedure set forth herein.

d) It is agreed by the parties hereto that in the event the complaint shall involve suspension or discharge of any police officer, the procedure set forth in 42-28.6 of the General Laws of Rhode Island entitled "Police Officer's Bill of Rights", will apply.

SECTION 2 Arbitration

a) Within five (5) days from the expiration of the period set forth in Section 1 (b), the Town and Local 644 shall appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated by it as its representative. They shall meet and appoint a third disinterested person within five (5) days who shall act as chairman of the Board of Arbitrators. In the event that the two (2) arbitrators cannot agree upon a third disinterested person, they shall request the assignment of an arbitrator by 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 or individuals 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 upon the parties hereto.

d) All cost and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

e) Only grievances arising out of the provisions of this contract relative to the application and interpretation thereof, may be submitted to arbitration.

f) The arbitrator shall have no right to add to or subtract from the provisions of this agreement. He shall only consider and make binding award with respect to the specific issue submitted to him in writing by the Town and Local 644 and shall have no authority to make an award on any other issue not so submitted to him. The award shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

ARTICLE XII

SECTION 1 Pension Plan

(A) All permanent members of Local 644 are included in the Town Pension Plan. The police officers covered by this Agreement will have a member on the pension committee.

Effective 7/1/97, benefits provided under the Little Compton Pension Plan will permit full-time members of Local 644 to retire after twenty-five (25) years of service at one half the member's annual salary. For each additional year of service completed beyond those twenty-five years, the rate of retirement compensation will increase by two percent (2%) for each year, to a maximum of sixty percent (60%) of salary at thirty (30) years. This benefit is to be provided with no contribution being required on the part of the member.

(B) Effective July 1, 2000, the monthly retirement benefit of a Participant who has retired and is receiving his monthly benefit on July 1, 2000 shall be increased annually by two percent (2%) as of July 1 of each year to reflect a cost of living increase. The monthly retirement benefit of each Participant who retires after July 1, 2000 and is receiving his monthly benefit shall be increased annually by two percent (2%) as of each anniversary of the Participant's retirement date, commencing with the first anniversary of his retirement date, to reflect a cost of living increase.

SECTION 2 Health Benefits

All permanent members who are full-time employees of the Little Compton Police Department, will receive fully paid Blue Cross, Blue Shield and Major Medical (\$1,000,000.00 Limit) benefits (Family Plan or Individual as may be needed) plus Delta Dental Plan Levels I, II, or IV for the individual or family as may be needed.

If a member chooses not to accept health benefits, the Town agrees to pay the member Fifty (50%) Percent of the cost of an individual coverage plan, payment to be made on June 30.

The Town agrees to assume and pay the full cost of Script Pre-Paid Prescription Twenty (20%) Percent Co-Pay Rider for the individual or family as may be needed.

All permanent members who retire from the Police Department will receive medical health insurance on the same level received by the other full-time members who are full-time employees of the Little Compton Police Department until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs. If a police officer receives such insurance under a policy held by a spouse, the Town of Little Compton shall not be required to purchase said insurance for the retired police officer. This benefit will not apply to any officer hired after 7/1/94.

The Town may substitute alternative health and dental insurance through a provider other than Blue Cross/Blue Shield or Delta Dental provided, however, that the benefits and administrative aspects of the alternative plan are equal or substantially better than those presently being provided, and after discussion with Local 644, which approval shall not be unreasonably withheld.

For Fiscal Year commencing July 1, 2009, members will pay a healthcare cost share of \$1100.00 per year, to be deducted in equal installments from each paycheck.

For Fiscal Year commencing July 1, 2010, members will pay a healthcare cost share of \$2480.00 per year, to be deducted in equal installments from each paycheck.

SECTION 2A Military Leave

The Town will continue to provide health coverage for employees called to active duty.

SECTION 3 Shotguns

The Town agrees to have a shotgun available for emergencies. Said shotgun is to be located in the station and be taken out only upon authorization of the Chief, or if he is not immediately available, by the Officer in Charge.

SECTION 4 Special Details

- a) All members of Local 644 are to be paid at the rate of time and one half (1 1/2) per hour, of Lieutenants pay, when working on any private/special detail, including highway construction, paid for by the person or contractor being served.
- b) In any case where any police officer covered by this Agreement is assigned to a detail for the Town of Little Compton, said police officer shall be paid at the rate of time and one half (1 1/2) the officer's regular hourly rate of pay.
- c) All said details will have a four (4) hour minimum. However, any detail which is posted prior to seventy-two (72) hours of the time of such detail will not be considered call back with the four (4) hour minimum and the officer will be paid for the actual time worked at the rate of time and one half (1 1/2) of the officer's hourly rate of pay.

SECTION 5 Breathalyzer Recertification

All certified breathalyzer operators who are required to report for the purpose of recertification during their off-duty hours shall be compensated at the rate of time and one half (1 1/2) their normal hourly rate of pay with a two (2) hour minimum.

SECTION 6 Existing Benefits

All existing benefits, practices and policies not covered by this Agreement shall continue in effect unless changed by mutual agreement between the Town of Little Compton and Local 644.

SECTION 7 In Service Training

a) Whenever training courses or other schooling are available, and offered to members of the Department, the police officer chosen by the Chief of Police to attend such course or schooling shall be selected on the basis of aptitude and interest in said courses or schooling to insure the greatest potential benefit to the Department and the Town. A written notice of all available training courses or schooling shall be posted in the police station in order to give each officer the opportunity to sign up for attendance and be given consideration as a candidate for said training courses or schooling. In the event a police officer is selected to attend a course of instruction provided to the Department by an agency such as the Federal Bureau of Investigation or the University of Rhode Island, but not limited thereto, the police officer agrees to accept his regular weekly wage as compensation even though the schooling which will be attended may require that he deviate from the normal three/three work schedule agreed to herein as set forth in Article VI, Section 1.

b) Further, it is agreed that the Chief of Police will not assign any member of the Department to attend schooling or courses of instruction which will be for periods of at least one week (40 hours) without providing the usual two days off prior to leaving for the school and allowing for the same two days leave before requiring said member to return to duty upon completion of the schooling.

c) It shall be mandatory for members covered by this Agreement to train and qualify in the use of firearms at least once a year. Said training and qualification shall be done when posted by the Chief and all regular members of the department who are required to qualify during their off-duty hours shall be paid at the rate of time and one half (1 1/2) for a minimum of two (2) hours.

SECTION 8 Special Officers

It is agreed that when it becomes necessary for the efficient conduct of the business of the Town, the Chief of Police may direct or authorize supplementing the patrols by assigning a Special Police Officer of the Town of Little Compton, for training purposes and only up to forty (40) hours per year per man, to patrol with the permanent member assigned to patrol duty. Such Special Police Officers assigned shall not be considered to violate Article III, Section 1 concerning the seniority provisions of this contract so long as the assignment is restricted to supplementing the patrol of the permanent members in the patrol car and not substituting the permanent patrol function by placing the special officer in an additional patrol cruiser.

ARTICLE XIII

SECTION 1 Severability of Provisions

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

ARTICLE XIV

SECTION 1 Duration of this Agreement

All provisions of this Agreement shall go into effect on July 1, 2009 and extend to June 30, 2012, and thereafter remain in effect from year to year unless either party hereto at least one hundred twenty (120) days prior to the last day in which money can be appropriated by said Town gives written notice to the other party of its intention to terminate or amend this Agreement.


IN WITNESS WHEREOF, the said Town of Little Compton has caused this instrument to be executed and its corporate seal affixed by the Town Council President thereunto duly authorized by the Town Council of the Town of Little Compton as of the day and year first above written, and the said Local 644 I.B.P.O. has caused this instrument to be signed by its National Representative and Local Union Steward thereunto duly authorized as of the day and year first above written.

I.B.P.O., Local 644


TOWN OF LITTLE COMPTON




National Representative



Council President



Approved as to form
per Town Solicitor



Local Union Steward